



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING

Thursday, January 24, 2019 • 9:00 a.m.
Los Angeles County Sheriff's Department
The Hertzberg Davis Forensic Science Center
Conference Room 223 through 227
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

Los Angeles Regional Interoperable Communications System Authority (the "Authority")

AGENDA POSTED: January 18, 2019

Complete agendas are made available for review at the designated meeting location. Supporting documentation is available at the LA-RICS Office located at 2525 Corporate Place, Suite 100, Monterey Park, CA 91754 during normal business hours and may also be accessible on the Authority's website at <http://www.la-rics.org>.

Members:

1. **Sachi Hamai**, CEO, County of Los Angeles
2. **Daryl L. Osby**, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept.
3. **Alex Villanueva**, Chair, Sheriff, Los Angeles County Sheriff's Dept.
4. **Cathy Chidester**, Dir., EMS Agency, County of LADHS
5. **Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.
6. **Joe Ortiz**, Chief of Police, City of Sierra Madre Police Dept.
7. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.
8. **Mark Fronterotta**, Chief of Police, City of Inglewood Police Dept.
9. **Chris Nunley**, Chief of Police, City of Signal Hill Police Dept.
10. **John Curley**, Chief of Police, City of Covina Police Dept.

Alternates:

John Geiger, General Manager, CEO, County of Los Angeles
Chris Bundesen, Asst., Fire Chief, County of Los Angeles Fire Dept.
Dean Gialamas, Division Dir., Los Angeles County Sheriff's Dept.
Kay Fruhwirth, Asst., Dir., EMS Agency, County of LADHS
Scott Haberle, Fire Chief, City of Monterey Park Fire Dept.
Donna Cayson, Captain, City of Sierra Madre Police Dept.
Marcel Rodarte, Executive Dir., CA Contract Cities Assoc.
Louis Perez, Deputy Chief, City of Inglewood Police Dept.
Brian Leyn, Captain, City of Signal Hill Police Dept.
David Povero, Captain, City of Covina Police Dept.

Officers:

Scott Edson, Executive Director
John Naimo, County of Los Angeles Auditor-Controller
Joseph Kelly, County of Los Angeles, Treasurer and Tax Collector
Priscilla Lara, Board Secretary



NOTE: ACTION MAY BE TAKEN ON ANY ITEM IDENTIFIED ON THE AGENDA

I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

III. APPROVAL OF MINUTES (A)

A. December 19, 2018 – Special Meeting Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – (None)

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

- Executive Summary

Agenda Item B

C. Project Manager's Report – Justin Delfino

Agenda Item C

D. Joint Operations and Technical Committee Chairs Report – No Report

E. Finance Committee Report – John Geiger

VII. DISCUSSION ITEMS (F-G)

F. Outreach Update

Agenda Item F

G. PSBN Onboarding Update

Agenda Item G



VIII. ADMINISTRATIVE MATTERS (H)

H. APPROVE AMENDMENT NO. 35 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK

It is recommended that your Board:

1. Find that the design, construction, implementation, operation, and maintenance of 35 PSBN sites identified in Enclosure 1 (Site List), from which the 26 PSBN Round 2 Sites will be selected, and execution of Amendment No. 35 to Agreement for the PSBN are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. §§ 15301, 15303, 15304, and/or 15332 for the reasons stated in this Board Letter and as noted in the record of the project.
2. Approve and delegate authority to the Executive Director to negotiate, finalize, and execute Amendment No. 35 to Agreement for the PSBN with Motorola Solutions, Inc. (Motorola), in substantially similar form to the Enclosure 2 (Amendment No. 35), which revises the Agreement to reflect the following:
 - a. Extend the Initial Term of the Agreement commencing on February 1, 2019, and terminating following the expiration of the one (1) year PSBN Round 2 Warranty Period for the last PSBN Round 2 Site that is completed by Contractor and Accepted by the Authority and achieves PSBN Round 2 Site Implementation Phase Acceptance, unless sooner terminated or extended, in whole or in part.
 - b. Perform all Work necessary to incorporate nine (9) PSBN Sites to be collocated at certain LMR System Sites (collectively PSBN Round 2 Collocation Sites), into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and certain Work in Phase 4 (PSBN Implementation) for a cost increase in the amount of \$6,724,617.
 - c. Procure and supply all PSBN Components for 17 PSBN Round 2 Urban Sites for a cost increase in the amount of \$2,411,489.
 - d. Exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components) and certain Work in Phase 4 (PSBN Implementation).



- e. Reconcile certain equipment and shift costs to PSBN Round 2 for a cost decrease in the amount of \$4,558,480.
 - f. Increase the Maximum Contract Sum by \$4,577,627 for PSBN Round 2 Work increasing the aggregate Maximum Contract Sum from \$133,386,158 to \$137,963,785.
3. Delegate Authority to the Executive Director to execute Amendment No. 35, in substantially similar form to the Enclosure 2 (Amendment No. 35).

Agenda Item H

IX. MISCELLANEOUS – NONE

X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD

XI. CLOSED SESSION REPORT

1. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (1 case)

XII. ADJOURNMENT and NEXT MEETING:

Thursday, February 7, 2019, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



BOARD MEETING INFORMATION

Members of the public are invited to address the LA-RICS Authority Board on any item on the agenda prior to action by the Board on that specific item. Members of the public may also address the Board on any matter within the subject matter jurisdiction of the Board. The Board will entertain such comments during the Public Comment period. Public Comment will be limited to three (3) minutes per individual for each item addressed, unless there are more than ten (10) comment cards for each item, in which case the Public Comment will be limited to one (1) minute per individual. The aforementioned limitation may be waived by the Board's Chair.

(NOTE: Pursuant to Government Code Section 54954.3(b) the legislative body of a local agency may adopt reasonable regulations, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.)

Members of the public who wish to address the Board are urged to complete a Speaker Card and submit it to the Board Secretary prior to commencement of the public meeting. The cards are available in the meeting room. However, should a member of the public feel the need to address a matter while the meeting is in progress, a card may be submitted to the Board Secretary prior to final consideration of the matter.

Parking passes for attendees of the LA-RICS Joint Powers Authority Board Meeting can be obtained at the main entrance office of the Hertzberg Davis Forensic Science Center, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

It is requested that individuals who require the services of a translator contact the Board Secretary no later than the day preceding the meeting. Whenever possible, a translator will be provided. Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. (323) 881-8291 or (323) 881-8295

SI REQUIERE SERVICIOS DE TRADUCCION, FAVOR DE NOTIFICAR LA OFICINA CON 72 HORAS POR ANTICIPADO.

The meeting is recorded, and the recording is kept for 30 days.



BOARD OF DIRECTORS SPECIAL MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Wednesday, December 19, 2018 • 9:00 a.m.
Los Angeles County Sheriff's Department
The Hertzberg Davis Forensic Science Center
Conference Room 263
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

Board Members Present:

Cathy Chidester, Dir., EMS Agency, County of LADHS
Joe Ortiz, Chief of Police, City of Sierra Madre Police Dept.
Mark Alexander, City Manager, CA Contract Cities Assoc.
John Curley, Chief of Police, City of Covina Police Dept.

Alternates For Board Members Present:

John Geiger, General Manager, CEO, County of Los Angeles
Chris Bundesen, Asst., Fire Chief, County of Los Angeles Fire Dept.
Dean Gialamas, Division Dir., Los Angeles County Sheriff's Dept.
Louis Perez, Deputy Chief, City of Inglewood Police Dept.

Officers Present:

Scott Edson, LA-RICS Executive Director
Priscilla Dalrymple, LA-RICS Board Secretary

Absent:

Chris Donovan, Fire Chief, City of El Segundo Fire Dept.
Chris Nunley, Chief of Police, City of Covina Police Dept.



NOTE: ACTION MAY BE TAKEN ON ANY ITEM IDENTIFIED ON THE AGENDA

I. CALL TO ORDER

Alternate Chair, Gialamas called the Special Meeting of the Board to order at 9:03 a.m.

II. ANNOUNCE QUORUM – Roll Call

Alternate Chair, Gialamas asked for a roll call and acknowledged a quorum was present.

III. APPROVAL OF MINUTES (A)

A. November 1, 2018 – Regular Meeting Minutes

Board Member Mark Alexander motioned first, seconded by Alternate Board Member Chris Bundesen.

Ayes 8: Chidester, Ortiz, Alexander, Curley, Geiger, Bundesen, Gialamas and Perez

MOTION APPROVED

IV. PUBLIC COMMENTS

Verizon, Managing Partner, Mr. Al Ringgold, thanked the Board for the opportunity to speak on Verizon's Responder Private Core Network, which is a dedicated service for first responders and public safety. Last month Verizon, Managing Partner, Mr. Charles Bourgault, for local, state and federal government for Southern California addressed the Board and mentioned a few highlights such as Verizon was first in the world to launch 5G, which included the City of Los Angeles. In addition to how we changed our service plans for first responders, we removed throttling. It was also mentioned there is no mandate, which forces agencies to move to FirstNet. Lastly, AT&T Band 14 is not exclusive to first responders and public safety.

Mr. Ringgold went on to state Verizon closed comments last month with a special request that the Board continue to advocate for interoperability across agencies, devices and carriers. We are here today to highlight interoperability and its importance for a multitude of reasons such as across agency communications; it allows agencies to choose their partner of choice for their life saving missions; command and control, and situational awareness are important. With that said Verizon now has the ability for real time exchanges and sharing of any media, networks between any agency and this will continue to be a component of interoperability.



Lastly, Mr. Ringgold stated my final comment is a special request to advocate for interoperability across carriers, devices and frequencies.

V. CONSENT CALENDAR – (NONE)

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

Executive Director Scott Edson thanked the Board for agreeing to meet later in the month at this special meeting and stated the LA-RICS team wishes you the very best over the holidays and into the New Year and for safety of all of public safety members as we near and enter 2019.

In regards to Long Term Evolution (LTE), the transfer of LTE Round 1 sites from LA-RICS to AT&T and the related agreements between the County, Cities and AT&T continues. Our Legal County Counsel Truc Moore continues to work tirelessly assisting AT&T with the legal documents. Starting next month, AT&T plans to cut over the 76 Round 1 sites and it is estimated to take six months. During that time, we will be in direct contact with LA-RICS Public Safety Broadband Network (PSBN) users to ensure they are aware of whom to call during this transition should they experience any technical issues. AT&T has added hundreds of new Band 14 sites in the region and we are hopeful any downtime will be minimal and that these new sites will improve coverage.

Executive Director Edson stated we are still finalizing Round 2 sites and expect to have that completed by the next meeting along with an amendment to the Motorola Solutions Agreement, which is why we are asking for another one-month extension (which is Item K on the Agenda). Please remember the Round 2 sites are built by public safety, for public safety and as we are working with AT&T to ensure we build sites that greatly improve the FirstNet LTE coverage for public safety use.

As for AT&T FirstNet service, the County and State released service agreements with AT&T for the FirstNet service last month. Thanks to our efforts, Los Angeles County Internal Services Department (ISD) was able to obtain pricing from AT&T, which in some cases, is less than the State contract. For example, unlimited FirstNet voice and data for a smartphone for \$39.99 a month with Los Angeles County and a dollar more on the State contract. Data-only devices have unlimited options and pooled data pricing, ranging from \$21.50 for 2GB. Agencies subscribing to AT&T FirstNet service should look at the various options and pricing and pick what is best for them. We plan to put together a matrix to assist agencies.



In addition, we believe many agencies will now be looking at the costs and benefits to AT&T FirstNet service starting next month. A huge factor in the benefits is the public safety grade aspect of the 76 sites we built and the 26 we plan to add over the next 18 months.

Next month we expect the County of Los Angeles Board of Supervisors to approve receipt of thousands of mobile routers from LA-RICS to the Los Angeles County Sheriff and Fire Departments for possible AT&T FirstNet use, assuming of course, the LTE Round 1 site assignments and full transition to AT&T continues moving forward. We will then direct AT&T to start shipping us additional routers, per our agreement, for our members' use.

Executive Director Edson went on to state in regards to Land Mobile Radio (LMR), we continue moving forward despite hurdle after hurdle, which is really a historical norm for this particular project. We recently met with Motorola leadership and again pointed out the official schedule is still out of date and we discussed ways to improve on the schedule. Motorola assures us they are on schedule so we can go live January 1, 2021, and we just want to get that documented in a revised official schedule that we can use to hold Motorola and Jacobs to task and accountable.

Project Manager, Justin Delfino will follow me shortly with more on LTE and LMR.

Regarding our LMR grant funds, back in January 2018 California Governor's Office of Emergency Services (Cal OES) directed an audit of LA-RICS' use of Urban Areas Security Initiative (UASI) funds for years 2008 through 2016 for LMR and Administrative Deputy Susy Orellana-Curtiss will report those results to you when we get to Agenda Item F.

Executive Director Edson stated he is sure you noticed during your review, the term and scope of the audit was huge. Crowe LLP was hired and determined that an assessment following consulting standards of the American Institute for Certified Public Accountants, procedures following guidance from the Governmental Auditing Standards, and audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); would be the best approach for this very large endeavor. That is a lot of standards and requirements. As I am sure you noted, there were no exceptions related to non-compliance with the Federal grant requirements or the requirements of the Uniform Guidance during our procedures.

The overall assessment covered \$105 million dollars and we were found to be flawless but they apparently had to put in at least one recommendation.



They stated and I quote "Overall, we found that based on the procedures performed, the management and administration of the LA-RICS LMR program followed applicable State and Federal requirements. We found detailed records, and reports were maintained supporting the existence, completeness, and accuracy of the procurement of services related to the grant and support for expenditures and period of availability to the applicable grant funding."

"We found that LA-RICS had an approved funding plan that indicates the LMR project was sustainable, based on the current subscriber base and the budgeted annual costs. We noted that the LA-RICS Advisory Committee (Finance Committee) was tasked with reviewing revisions to the Funding Plan, but the plan was not yet publicly available at the time of our report."

The report did make one recommendation that the Authority's Fiscal Manual policy document was outdated. It was last updated in August 2013 and they recommended LA-RICS review and revise the Fiscal Manual more frequently. That has been done.

Executive Director Edson stated he wanted to publicly commend the LA-RICS staff, led by Administrative Deputy Orellana-Curtiss, on their impeccable work product and attention to detail, and that attention was maintained for nearly a decade now and for the many weeks, the team spent working with the auditors. I suspect many are now on a first name bases and will be exchanging Christmas cards!

In addition, before you today is a LMR Site Access Agreement (SAA) with the City of Rancho Palos Verdes (Agenda Item I) to cover much of the South and West side of the Peninsula and also along the Pacific Coast up to Malibu.

Also, for your approval today are some new Information Technology and Security Program Policies to enhance the Authority's Information Technology (IT) Security Program, (Agenda Item J).

Lastly, we are seeking your approval for a renewal of my contract, which is the final Agenda Item, (Agenda Item L).

This concludes the Director's Report.

Board Member Alexander asked if LA-RICS is participating in the 2019 Tournament of Roses parade activities. Executive Director Edson stated no we are not; we offered our services but they decided to go with another system.

There was no further discussion.

C. Project Manager's Report – Justin Delfino

Project Manager Delfino shared a PowerPoint presentation with the Board, which included the following updates:

LTE Round 2 Highlights November 2018:

DESIGN

- Design walks for 7 sites completed
- Received first set of deliverables (site sketch) from David Evans
- Working with Southern California Edison (SCE) to schedule the next 8 sites for design walks

ENVIRONMENTAL

National Telecommunications and Information Administration (NTIA) is in review of Supplement Environmental Assessment (SEA3), roughly 60% of planned sites have been submitted.

SITE ACCESS AGREEMENTS (SAA)

- 2 Right of Entry (ROE) permits fully executed
- SAA negotiations underway for 15 sites, constitutes roughly 60% of planned sites

EQUIPMENT

- AT&T/FirstNet PSBN equipment specifications have been received by LA-RICS and that information has been compiled into a unique Bill of Materials (BOM) for each location inclusive of some LTE Round 1 equipment

LMR Highlights:

DRAWING SUMMIT

Drawing summit scheduled to conclude on 12/21/2018

BUILDING PERMITS (BP)

- Submitted to Plan Check: 10
- New BP's Received: 1
- Upcoming submittals in December: 4

FIELD ACTIVITY HIGHLIGHTS

- SGH ahead of schedule per 11/24/2018 update
- Safety Report – No reportable injuries to date
- Environmental Report – In compliance



INDWT Geo Tech exploration took place this week, soil samples were successfully collected and the Geo Tech Report has initiated.

POM Construction Start – Saw cutting has started at Pomona patio area to prepare the area to receive a new generator and fuel tank. (Slide/Photo).

CCT Generator Work – The Judge's driveway to clear a short bridge to Courthouse (Slide/Photo).

LMR UASI 16 Construction Activity

BKK – Early demo commenced 12/11/2018 (Requires schedule acceleration)

CCT – Work commenced 12/8/2018 on track to complete in accordance with Grant period

CRN - Requesting early start on demo (Requires schedule acceleration)

POM – Ph.2 commenced (Requires schedule acceleration)

SGH – 90% complete (Ahead of schedule)

VPK – Complete through Ph4a

This concludes the Project Manager's Report.

Board Member Joe Ortiz asked stated he has two questions. The first question is if we do not meet the scheduled construction deadline date is there a penalty? The second question is what is the Channel 15 interference issue? Project Manager Delfino stated there is not a financial penalty or specific fee that is assessed by the grantor for making a budget change. However, we have the responsibility to maintain a spending plan and any changes that we wish to make must be approved by the Grantor before a spending plan change is made, if the change is not approved it could jeopardize the grant funding The second question regarding Channel 15 interference may be best answered by one of the technical experts that is present in this meeting, however I can provide a high level summary of the issue. Project Manager Delfino stated that there is an existing treaty between United States and Mexico; wherein a radio broadcaster out of Tijuana has been given clearance to broadcast on Channel 15. The broadcast signal is aimed north and covers the Los Angeles basin area. Those sites that are west of downtown are at risk of receiving interference, where the sites to the east of downtown may not encounter interference on Channel 15 to the same extent. Early analysis has indicated that Catalina Island suffers the greatest interference problems as a result of the broadcast from Mexico. There are ways to mitigate that issue and others may have more information. Alternate Board Member John Geiger stated for the record the only mitigation is by Mexico television station and not LA-RICS. Executive Director Edson stated we were not previously aware that this agreement between Mexico and the Federal Government had taken place because Federal Communications Commission (FCC) and Federal Government



entered into a new agreement to allow them to use television Channel 15, which we discovered in testing. We are working with Mexico on a resolution. We will make this a regular update for each Board meeting.

D. Joint Operations and Technical Committee Chairs Report – Lieutenant Hiroshi Yokoyama

Vice Chair, Lieutenant Yokoyama stated there were several discussion items at the last Joint Operations and Technical Committee (Joint Committee) Meeting on November 27, 2018.

The first discussion item was the LA-RICS outreach to the Riverside Sheriff's Department, which consisted of Battalion Chief Kyle Zuniga, Captain Frank Garrido, Sergeant Sven Crongeyer, and Lieutenant Yokoyama. Sergeant Crongeyer gave a briefing on the state of LA-RICS, and started a roundtable discussion amongst the members present at the California Statewide Interoperability Executive Committee (CALSIEC) Southern Planning Area (SPA) and Inland Interoperability Group meeting.

The roundtable included the need for establishing inter-regional talk group names. The group collectively stated that inter-regional talk group names did not exist because of the many disparate radio systems. We discussed the idea of Interconnecting with Subsystem System Interface (ISSI) technology but it was understood that this would be an expensive and complex project. For the time being it was suggested to continue using Federal and State interoperability channels as listed in the California Interoperability Field Operations Guide (CAL-IFOG) and National Interoperability Field Operations Guide (NIFOG) guide books.

The second discussion item was regarding the need to provision an integrated Computer Aided Dispatch and Record Management System as an option for LA-RICS member agencies. In the near future, LA-RICS will be releasing a Request for Information (RFI) which will be posted on the Los Angeles County website: <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp> and listed in the bid title and number description section.

The third discussion item was led by Ms. Niki Papazoglakis, from Harris County, Texas, who introduced the Department of Homeland Security (DHS) awarded contract for the Mobility Acceleration Coalition (MAC), a joint effort between Houston/Harris County, LA-RICS, and Los Angeles regional agencies to share lessons learned from their FirstNet early-builder programs and establish best practices for the adoption of interoperable, mobile, broadband-enabled technologies.



Ms. Papazoglakis has reached out to LA-RICS for assistance in establishing governance, policy and procedures, and a business model, while Harris County presented their law and fire application solutions as models of best practices for LA-RICS.

The Joint Committees approved the recommendation for the Board to approve the LA-RICS Security Policies that will be presented later at this meeting.

Vice Chair, Lieutenant Yokoyama also reported that an election was held to fill the vacant Vice-Chairperson Officer position, which resulted in Lieutenant Yokoyama being the new Vice-Chair.

The Joint Committee meeting concluded with its approval of meeting dates for calendar year 2019.

There was no further discussion.

E. Finance Committee Report – No Report

Finance Committee Chair, John Geiger stated while no report does not mean no activity, the rate setting by the Ad-Hoc Committee and Finance Committees is ongoing. There is a Finance Committee meeting tomorrow and will report back by February 1, 2019.

This concludes the Finance Committee Chair report.

VII. DISCUSSION ITEMS (F-G)

F. Los Angeles Regional Interoperable Communications System Authority - Homeland Security Grant Award Compliance Assessment.

Administrative Deputy Orellana-Curtiss presented Agenda Item F and stated the Finance Committee has received and reviewed. There was no quorum so only discussions took place. Administrative Deputy Orellana-Curtiss stated we encourage Board Members to designate an alternate to attend these meetings. We need a quorum in order to take actions. As Executive Director Edson mentioned this was an Audit by Cal OES, the State Administrator of the UASI grant. There overview and findings is in pages 5-26. They only have one recommendation and that recommendation is on page 4 to update our Fiscal Manual. The last update was August 2013, which does not mean other areas have not been updated since then. August 2013, references to Fiscal Manual but if it is appropriately captures updates Fiscal Manual does not need to be updated. We amended in June 2017 as your Board



may recall. Our day-to-day changes are captured in our policy not as amendments to our Fiscal Manual.

Board Member Geiger suggested a regular review on updates be provided to the Board. Administrative Deputy Orellana-Curtiss stated we do that during our annual audit.

Administrative Deputy Orellana-Curtiss acknowledged staff members Fiscal Officer Gina Samy, Grant Analyst Virginia Weaver; Contracts Manager Jeanette Arismendez and Contracts Analyst Melissa Saradpon and Rosalinda Franco. We have one Grants Analyst Vanessa Montes and Administrative Assistant Joann Huerta.

Alternate Chair Gialamas acknowledged an eight (8) year audit is not an easy task and wanted to congratulate staff on a job well done. Program Director Chris Odenthal echoed Alternate Chair Gialamas acknowledgment.

Board Member Alexander motioned first, seconded by Alternate Chair Gialamas to receive and file the audit report.

There was no further discussion.

G. Outreach Update

Executive Assistant Wendy Stallworth-Tait presented Agenda Item G and stated Executive Director Edson and members of the Outreach Team continued to have ongoing meetings with AT&T and met with representatives from Rancho Palos Verdes Planning Dept., residents near the proposed LMR Site at RPV1, SCE, residents near LACF072, ISD Director Scott Minnix, Assistant CEO Dave Howard, representatives from the Department of Public Works Building & Safety Dept., Board Member Fronterotta, representatives from Samsung and Urgent Link and stated lastly, the Communications Team is currently working on the next release of the Network.

There was no further discussion.

H. PSBN Onboarding Update

Executive Assistant Wendy Stallworth-Tait presented Agenda Item H and stated the addition of installed routers for Los Angeles County Fire Department and Inglewood Police Department were the highlights of the Onboarding update.

There was no further discussion.



**(AGENDA ITEM XI. CLOSED SESSION WAS TAKEN OUT OF ORDER AND
PRESENTED AFTER AGENDA ITEM H. ENTERED AT 9:50 A.M. AND
RETURNED AT 9:57 A.M.)**

VIII. ADMINISTRATIVE MATTERS (I-L)

**I. APPROVE SITE ACCESS AGREEMENT WITH THE CITY OF
RANCHO PALOS VERDES, A CALIFORNIA MUNICIPALITY (THE OWNER) FOR
A LAND MOBILE RADIO SYSTEM SITE**

Administrative Deputy Orellana-Curtiss presented Agenda Item I and recommended the Board:

1. Find that (a) the approval and execution of the SAA for the Rancho Palos Verdes 1 (RPV1) site listed in (Enclosure 1) to allow for all Land Mobile Radio (LMR) system work to occur at this site for the design, construction, implementation, operation, and maintenance of the LMR infrastructure at this site as covered by the SAA is within the scope of the activities previously authorized at site RPV1 on December 12, 2016, which your Board previously found statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the Los Angeles Regional Interoperable Communications System (LA-RICS) project, and further found that any leased circuit work that may occur outside of the site as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines sections 15301, 15303 and 15304 for the reasons set forth in this letter and in the record of the project .
2. Authorize the Executive Director, or his designee, to finalize and execute, substantially similar in form to the enclosed, one SAA with the Owner.

Alternate Board Member Geiger proposed an amendment on Item 2 in providing delegated authority to the Executive Director to such in advance to be reviewed by County Counsel. Alternate Board Member Geiger stated he has concerns to Clause 15 and Clause 7 as they relate to frequency use and Real Property. If you diagram it, you will discover whether frequency use or facility use comes under the definition of Real Property.

Alternate Board Member Geiger went on to state he believes it's an elegant fix, which is consistent with Federal regulatory law and notwithstanding the clause in the contract is not intended to alter the FCC license responsibility rights and remedies under federal law. This route prevents a situation later down the road; prevents the owner of the property from arguing that this contract supersedes or alters laws and regulations implemented by the FCC, especially since these clauses talk about the

future operations of telecommunication facilities by the owner. He supports delegated authority to the Executive Director as long as reviewed by JPA Counsel. Board Member Alexander stated he is willing to amend his motion to state approval subject to final form by Legal Counsel.

Board Member Mark Alexander motioned first, seconded by Board Member John Curley.

Board Member Alexander motioned first, seconded by Alternate Board Member Geiger.

Ayes 8: Chidester, Ortiz, Alexander, Curley, Geiger, Bundesen, Gialamas and Perez

THE AMENDED MOTION WAS APPROVED

J. APPROVE THE IMPLEMENTATION OF THE LA-RICS INFORMATION TECHNOLOGY AND SECURITY PROGRAM POLICES (POLICY NOS. 029-2018, 030-2018 AND 031-2018)

Lieutenant Yokoyama and Deputy Program Manager Tanya Roth presented Agenda Item I and stated on November 27, 2018, the Joint Committee approved and recommended to your Board the adoption of Board Policy Nos. 029-2018, 030-2018 and 031-2018.

Board approval is being requested to adopt these LA-RICS Information Technology (IT) Policies in order to enhance the Authority's IT Security Program and recommended the Board:

1. Approve the following enclosed LA-RICS IT Security Program Policies (Policies) to enhance the Authority's Information Technology (IT) Security Program.
 - Board Policy No. 029- 2018 – LA-RICS Protection of Information on Portable Computing Devices Policy (Enclosure 1)
 - Board Policy No. 030-2018 – LA-RICS Information Security Awareness Training Policy (Enclosure 2)
 - Board Policy No. 031- 2018 – LA-RICS Secure Disposal of Computing Devices Policy (Enclosure 3)
2. Delegate authority to the Executive Director to make non-material revisions as may be needed to the policies forming the Authority's IT Security Program provided any such revisions are approved as to form by Counsel to the Authority.

Alternate Chair Gialamas stated he has questions regarding Board Policy No. 031-2018, only because of his role with the Sheriff's Department with data information Criminal Justice Information Services Division (CJIS) has very specifically defined requirements on security data; in this case it's about disposal. There is very specific language about CJIS disposal information and data. The concern that arises is there are a number of public safety agencies transmitting or providing data through or with LA-RICS. We want to make sure those agencies are protected, if they are taking efforts to comply with CJIS and would prefer LA-RICS to do so as well. There is no reference to CJIS and that is okay because that can be specified by your Security Information Officer (SIO). Alternate Chair Gialamas stated is there a plan to incorporate some of the CJIS requirements into these documents or will this occur later in the procedure. Deputy Program Manager Tanya Roth stated one of our previous policies talked about the updating of policies and the review of them, the expectation is any type of language would need to be amended to comply with CJIS it will be captured during the reviews. At this time, if we need to incorporate right now we can pause on that particular policy and make sure language is incorporated. Alternate Chair Gialamas stated we do not need to stop progress and pause but to ensure public safety agencies represented by LA-RICS are covered; maybe ensure a note/flag to include CJIS requirements to the procedures. Deputy Program Manager Roth stated she will take it back to the working group for clarification. Alternate Board Member Geiger added the overarching read on policies and practices are intended to be consistent with state and federal regulations.

Board Member Alexander stated we have a Sub-Committee of this Board to review confidential policies and inquired if that Sub-Committee can be used to review these policies. Deputy Program Manager Roth stated there is a working group that reviews these policies and a separate group that reviews as well. Board Member Alexander stated he is referring to the Sub-Committee of this Board. Alternate Board Member Bundesen stated the Ad-Hoc Committee did not review these. Deputy Program Manager Roth stated the Ad Hoc Committee was set up to review the Standing Operating Procedures (SOP), not to these policies.

Alternate Chair Gialamas stated Board Member Alexander raises a great point; a Sub-Committee outside the Joint Committee, which consist of public safety CISO individuals whom breathe 24/7 data security issues from Fire, Sheriff, etc.; individuals whom have that level of expertise, so they can weigh-in on the aspects of the procedures of LA-RICS. Alternate Chair Gialamas stated he is not sure if there is anyone on staff who has that level or depth of understanding. For example if you took a CJIS Security Officer from an agency or multiple agencies to weigh-in and review, those procedures that will provide a comfort level of review. Alternate Chair Gialamas stated he is very concerned with data information in the County-wide fashion right now and law enforcement agencies, but ultimately when we apply LTE and all the exchange that will be going on, there is a concern that he has as a CISO for Los



Angeles County Sheriff's Department and as we participate in LA-RICS we are providing data and sharing data that is being treated in the same manner within my agency to meet the CJIS requirement policy. Alternate Chair Gialamas stated this is something worth exploring.

Alternate Board Member Geiger stated he recalls that conduit to ensure confidentiality to bring the proper degree of expertise was equivalent to a Chief Information Security Officer (CISO). Administrative Deputy Orellana-Curtiss stated yes that is correct. Alternate Board Member Geiger asked if we have identified an individual for CISO. Administrative Deputy Orellana-Curtiss stated Executive Director Edson is in the process of establishing who will serve in that role. The Ad-Hoc Review Committee and Ad-Hoc Committee are made up of Joint Committee designees, which make up the subject matter experts. We do have subject matter expertise to review and comment but if you would prefer a formal committee to review prior to going to the Joint Committee, she believes that is what the Ad-Hoc Committee currently does.

Board Member Chidester stated we could have a list of names, titles and employer of the committee member's maybe that will give us more comfort. Alternate Chair Gialamas stated at least from the Sheriff's perspective that we have chosen to sit on Joint Committee are related to radio and communication issues, he does not think we chose individuals who meet specific CJIS requirements. Within the Sheriff's Department, there are only three individuals out of 18,000. Alternate Chair Gialamas stated lets pause and allow LA-RICS staff to figure out who the CISO will be or we can create a Sub-Committee of individuals who have the same level of expertise. This will also input to the CISO when creating the policies and procedures they met the requirements to ensure the Board and the agencies represent their data is secure within the LA-RICS environment. Executive Director Edson stated we have Mr. Soheil Naimi; in the past, he has reviewed the three policies that are in question. In addition, we have brought in Mr. Naimi to review and requested him when we have similar types of documents for consideration. Alternate Chair Gialamas stated yes he is one of the three within the Sheriff's Department. Executive Director Edson stated in regards to the CISO we do not have an item or position yet; we have not had an internal meeting to proceed with an action but as we are moving from a construction design built, we will have to change items and CISO will be one of those full-time items. Alternate Member Geiger stated structurally these issues require the CISO to be the hub to explore an acting CISO from one of the member agencies to become activity involved with the review.

Alternate Chair Gialamas motioned first, seconded by Alternate Board Member Chris Bundesen.



Ayes 8: Chidester, Ortiz, Alexander, Curley, Geiger, Bundesen, Gialamas and Perez

MOTION APPROVED

K. APPROVE AMENDMENT NO. 34 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK

Contracts Manager Jeanette Arismendez presented Agenda Item K and recommended the Board:

1. Approve Amendment No. 34 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), in substantially similar form to the (Enclosure), which extends the Term of the Agreement for an additional thirty (30) days from January 1, 2019 to January 31, 2019, unless sooner terminated or extended in whole or in part, at no cost.
2. Delegate Authority to the Executive Director, or his designee, to execute Amendment No. 34, in substantially similar form to the enclosed Amendment.

Alternate Member Geiger motioned first, seconded by Board Member Cathy Chidester.

Ayes 8: Chidester, Ortiz, Alexander, Curley, Geiger, Bundesen, Gialamas and Perez

MOTION APPROVED

L. APPROVE AMENDMENT NO. ONE TO AGREEMENT NO. LA-RICS 012 WITH SD EDSON, INC., FOR PROFESSIONAL SERVICES

Counsel Moore presented Agenda Item L and recommended the Board:

1. Approve Amendment No. 1 to the Professional Services Agreement with SD Edson, Inc., for Executive Director Services, substantially similar in form to the Enclosure, which revises the Agreement to reflect the following:
 - a. Extend the current Term to March 25, 2021.
 - b. Revise the Term to include a one (1) year renewal option to expire on March 25, 2022, if exercised in the sole discretion of the Authority.



- c. Revise the Cost of Living Adjustment (COLA) provision to include language indicating the COLA may be adjusted to the lesser of the average salary increase or decrease granted to County of Los Angeles employees or based on increase or decrease in U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index.
- d. Increase the billed hourly rate by 6% from \$105 to \$111.30.
- e. Increase the Maximum Contract Sum by \$13,104 from \$218,400 to \$231,504.
- 2. Authorize the Chair of the Board, or his designee, to execute Amendment No. 1, in substantially similar form to the enclosed amendment (Enclosure).

Counsel Moore read into the record the following: "The SD Edson, Inc., contract has been extended for two (2) years with one (1) year extension with a maximum contract sum of \$231,504 a year."

Alternate Chair, Gialamas thanked and acknowledged Executive Director Edson for his leadership, dedication and commitment to see this program through. We would not have the success of this program without your leadership and your staff.

Ayes 8: Chidester, Ortiz, Alexander, Curley, Geiger, Bundesen, Gialamas and Perez

MOTION APPROVED

IX. MISCELLANEOUS – NONE

X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD

Alternate Chair Gialamas stated he has been recently asked to participate in a group called Public Safety Technology Alliance; a group of vendors who are creating some vision and direction of technology movement forward. There is very heavy focus in LTE/LMR areas, and his participation is on a situational awareness sub-group LTE/LMR to represent law enforcement. Alternate Chair Gialamas stated he just wanted to inform the Board and will share appropriate/applicable information with the Board. Board Member Chidester asked if Alternate Chair Gialamas is representing LA-RICS or Sheriff's Department and Alternate Chair, Gialamas stated Sheriff's Department.

Alternate Chair Gialamas wished everyone a wonderful holiday season and a Happy New Year and thanked them for dedicated work.



XI. CLOSED SESSION REPORT – (AGENDA ITEM XI CLOSED SESSION WAS TAKEN OUT OF ORDER AND PRESENTED AFTER AGENDA ITEM ENTERED AT 9:50 A.M. AND RETURNED AT 9:57 A.M.)

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Government Code Section 54957(b)(1))
Title: Executive Director
2. PUBLIC EMPLOYMENT
(Government Code Section 54957(b)(1))
Title: Executive Director
3. CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)
4. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (1 case)

XII. ADJOURNMENT and NEXT MEETING:

The Board meeting adjourned at 10:24 a.m., and the next meeting will be held on Thursday, January 10, 2019, at 9:00 a.m., at the Los Angeles Sheriff's Department, Scientific Services Bureau, located at 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

Events of September 11, 2001 highlighted the need for first responders to be able to communicate with each other. Emergency communications primarily address local jurisdictional needs and most agencies utilize separate radio towers, equipment, and radio frequencies. LA-RICS is designed to address each of these concerns.

Currently, there is duplication of systems which leads to increased costs while continuing to inhibit first responders' ability communicate with each other. Many legacy systems around the County are obsolete and well beyond their useful life. The LA-RICS Project vision is to provide innovative solutions for the public safety community by removing barriers to interoperable voice and data communications and allow individuals and agencies to focus on accomplishing their mission with the tools necessary to provide excellent service to their communities. To accomplish this vision, the program is implementing a County-wide public safety wireless voice and data radio system for all first and secondary responders. Existing radio frequencies will be pooled and the current infrastructure utilized wherever practical.

Design, construction, and deployment of a County-wide Land Mobile Radio (LMR) voice network utilizes 58 sites. Additionally, the Authority is analyzing twenty six (26) sites for the purpose of augmenting the FirstNet deployment in the region. All sites in both the LMR and LTE augmentation will comply with CEQA and NEPA standards.

Project and Construction Management Services will provide network, infrastructure, project, and advisory services across four of the five program phases (Phase 5 – Maintenance is excluded) for each of the LMR and LTE projects:

Phase 1 - System design

Phase 2 - Site construction and modification

Phase 3 - Supply telecommunication system components

Phase 4 - Telecommunications system implementation

Location:

2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

Consultant:

Jacobs Program Management Company

Communications Vendor:

LMR - Motorola Solutions, Inc.

LTE - Motorola Solutions, Inc.



Monthly Report No. 80

For December 2018

Submitted December 26, 2018

Confidentiality Notice: This document may contain confidential or legally privileged information that is intended only for the individual or entity to whom it was addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or reliance upon the contents of this report is strictly prohibited. This document is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally protected.

LTE UPDATES

Site/Civil/Closeout

- No new activity

Operations/Governance

- The LA-RICs Operations team is holding meetings three (3) times a week to focus on the following:
 1. Manage network migration from LA-RICS PSBN to AT&T FirstNet
 2. Ensure internal LA-RICS operational aspects are in place
 3. Develop and Implement Policies

LTE 1 Updates

- The LTE Round 1 program has been completed, tested and is completing the transition to AT&T FirstNet. Final SAA negotiations continue with AT&T and site owners and AT&T continues their efforts to complete site improvements to tie the LTE1 sites into the NPSBN System.

Special Events

- No new activity.

LTE 2 Updates

- LA-RICS is currently implementing PSBN Round 2 as approved by NTIA. Architectural and Engineering Site Surveys have completed for the first 7 NTP'd Sites. Site sketches were completed, redlined, and approved by all appropriate organizations. Completed Site Sketches will be provided the first week of January 2019, followed by ZD's and CD's.
- The Authority is continuing their focus to complete 13 of the 26 by June 2019 with the remainder to be completed by June 2020.
- AT&T and the Authority are working to create a joint Site Access/Lease Agreement that allows for the assignability of the assets to AT&T once initial construction is complete and NTIA approves the asset transfer from LA-RICS to AT&T. Additionally, the Authority is engaged in the Q4 COLT work refining the COLT specifications with AT&T as well as reviewing, modifying and agreeing to Standard Operating Procedures. LA-RICS will be working with Fire and Sheriff to refine the COLT specifications, operating and maintenance procedures.
- The Authority continues its efforts in coordinating and participating in multiple weekly meetings with AT&T RAN, and AT&T Construction and Engineering (C&E) to ensure the schedule and scope of work are identified appropriately. The key items for the month are the following:
 - Site Design and Layout
 - Bill of Materials
 - Site Acceptance Requirements
 - Real Estate/Acquisition/SAA's
 - Utility Location
 - Environmental Surveys
 - Topo Surveys
 - A&E Site Walks
 - Site Sketches
- Jacobs environmental team has conducted site visits, records searches, and analysis of sites in support of NEPA, CEQA, National Historic Preservation Act, and Endangered Species Act compliance. Environmental analysis in support of CEQA categorical exemption was conducted for 37 LTE2 sites, and draft notices of exemption and exemption worksheets were developed for consideration by the Board on January 10, 2019.
- An initial draft of Supplemental EA #3 (SEA3) was submitted to NTIA on November 18 with minimal comment received from NTIA on December 4. In support of compliance with Section 106 of the National Historic Preservation Act, a revised request for three SEA3 sites to be excluded from SHPO review was submitted to NTIA on November 18. NTIA concurred with our determination on November 20. The Tower Construction Notification System (TCNS) process was initiated with data for 12 SEA3 sites on December 4. To date approximately 70 responses to TCNS have been received from federally recognized Tribes, and these are being processed in concert with NTIA staff. A draft biological assessment was submitted to NTIA on December 9, with comments received on December 17.
- The environmental team continues to evaluate the sites that are not in SEA3, including USFS sites (potential collocation to LMR-built towers). Correspondence with the U.S. Forest Service has been initiated regarding the feasibility of an LTE2 build in the Forest.
- Site walks for the remaining sites are being (i.e., those not in SEA3 or in the Forest) are being scheduled. The environmental team continues to meet with NTIA management to optimize the environmental review process.

LTE2 SITES



LMR UPDATES

Environmental Update

- Prepared and filed an NOE for Site RPV1 with the Los Angeles County Clerk on December 19.
- Drafting a Visual Impact Assessment for the USFS for LMR sites proposed for installation on the Angeles National Forest.
- Submitted letters to SHPO regarding polygon changes at Site CPK and RHT on December 19.
- Prepared for internal review a Biological Assessment addressing LMR sites proposed for installation on the Angeles National Forest.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 889 persons as of December 19.

Permitting Support

- The coastal development permit (CDP) package for WWY was submitted to LA County Department of Regional Planning (DRP) on September 26, 2018 and is currently under DRP review. The Authority is finalizing the CDP package for LACF072 and TOP for submission to DRP.
- The application for special use permit (SUP) for construction and operation of 13 LMR sites on the Angeles National Forest was submitted on November 18, 2018. The Forest has scheduled a meeting with the Authority for January 14, 2019 to determine path forward to SUP issuance. All 12 sites on the Forest that require geotech have now had geotech completed. Radio spectrum fingerprinting and noise floor monitoring studies are complete for all but one site (FRP) which may be completed in January 2019 with snow traversing equipment.

Budget

- Only one LMR site remains to be Trued-up, (ESR). ESR is expected to be reconciled in January of 2019.

Site/Civil

- The Authority and MSI are focused on meeting UASI 16 spending plans and have also begun construction and equipment orders on UASI 17 sites.
- The LMR Radio Frequency (RF) System Design is now receiving subtle tweaks as final tower heights and antenna orientations are established. All microwave links are confirmed except for San Pedro Hill (SPH), which has been isolated as a link outside the ring topography. All gathered data is currently under review by MSI engineers. MSI and the Authority met to review findings and any lingering issues.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits are on-going. Thirty-three (33) building permit applications (PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, PLM, MLM, MVS, ONK, LARICSHQ, CLM, MMC, TPK, VPK, POM, LAN, CRN, SDW, SGH, DPW038, OAT, UCLA, INDWT, RIH, AGH, BKK, MIR, BHS, and UNIV) have been submitted and approvals have been received for twenty-two (23) of the thirty-three sites. Below is an update of the remaining LMR sites and their projected permit submission dates.

SPN 6/20/19, TWR 6/19/19, TOP 3/21/19, CPK 5/29/19, DPK 6/19/19, BJM 6/20/19, WWY 6/19/19, LACF072 8/2019, RPV01 2/13/19, JPK2 3/6/19, LPC 3/21/19, WMP 3/21/19, PMT 3/29/19, FRP 4/8/19, MDI 5/6/19, WTR 5/6/19, ESR 3/6/19, BUR1 4/19/19, MML 4/19/19, MTL2 5/6/19, GMT 3/21/19, PRG 3/21/19, GRM 6/19/19, RHT 1/23/19, SPH 6/19/19

- As of 11/21/2018 thirty-five (34) executed SAA's are in place.

LMR SITES



AGENDA ITEM C



Monthly Report #64

Reporting Period: 11/25/18 thru 12/19/18

**Los Angeles Regional Interoperable Communications
System (LA-RICS) - Land Mobile Radio System**

Motorola Solutions, Inc.



AGENDA ITEM C

Table of Contents

1. Executive Summary	3
2. Project Status	8
2.1 Tasks In Progress or Completed	8
2.2 Tasks Planned for Next Period	9
3. Project Risk Register	11
4. Areas of Concern	11
5. Disputes and Claims	12
6. Financial Status	12
7. LA-RICS Master Schedule	12

1. Executive Summary

The Los Angeles Regional Interoperable Communications System Land Mobile Radio (LA-RICS LMR) program consists of the following five (5) phases; Phase 1 LMR System Design, Phase 2 LMR Site Construction and Site Modification, Phase 3 Supply LMR System Components, Phase 4 LMR System Implementation, and Phase 5 LMR System Maintenance. Phases 1-4 span over a five (5) year period which includes one (1) year of system warranty. Phase 5 provides the Authority with fifteen (15) one year options for Motorola Solutions Inc. (MSI) to provide system monitoring and maintenance services.

The LA-RICS LMR program is currently in Phase 1 LMR System Design. Notices-To-Proceed numbers 1 through 16 have been issued authorizing distinct work for system Design services, the design and implementation of the initial deployment of the LMR system elements termed “Early Equipment”, “Specified Equipment and System on Wheels”, and “Station B Equipment”, “Frequency Licensing”, “UPS System”, and “Portable Radios, Consolettes and Consoles”, “Portable Radio Equipment”, alternate sites “Project Descriptions”, “Frequency Licensing for the Base System”, “Bridge Warrant for Early”, “Retuning of SOW & Station B UHF Frequencies”, “Project descriptions for Nine Potential Replacement Sites” and “LMR System Redesign and Relocation of Core 2”.

On April 25 the Authority executed **Amendment 17** to make necessary changes to Phase 1 for additional project descriptions, to make changes to reflect the Work in the applicable Phases for the change in the number of sites in the LMR system, to exercise the Unilateral Options for all Work pertaining to Phases 2-4.

On April 27, 2016 the Authority issued **NTP17** authorizing specific Work related Phases 2, 3, and 4 for ten (10) LMR sites.

On May 4, 2016 the Authority executed **Amendment 18** to make necessary changes to Phase 1 for additional project descriptions and to make adjustments to Phase 1 services to accommodate additional sites.

On May 5, 2016 the Authority Board of Directors approved **Amendment 19** to remove one (1) site from the system and to reconcile equipment quantities for certain LMR sites. **Amendment 19** was executed with an effective date of May 5, 2016.

On June 2, 2016 the Authority issued **NTP18** authorizing Work to develop Project Descriptions for two LMR sites.

On September 8, 2016 the Authority Board of Directors approved **Amendment 20** to reconcile nine (9) LMR Sites to reflect the updated LMR System Design, inclusion of 3D modeling drawings, and remove certain Site Lease Exhibits from the contract.

On October 6, 2016 the Authority Board of Directors approved **Amendment 21** to reconcile ten (10) LMR sites to reflect the updated LMR System Design, replace one (1) LMR site with a new site, remove five (5) Project Descriptions from the contract, and make administrative cost changes to one (1) LMR site.

On October 11, 2016 the Authority issued **NTP 19** authorizing specified Work related to Phases 2-4 for nine (9) LMR sites.

On November 3, 2016 the Authority Board of Directors approved **Amendment 22** to reconcile three (3) LMR sites to reflect the updated LMR System Design and to make administrative changes to Exhibit F (Administration of Agreement). On December 12, 2016 the Authority issued **NTP 20** authorizing specified Work related to Phases 2-4 for two (2) replacement LMR sites along with Special Operations Testing for DTVRS, ACVRS, LARTCS, and NMDN.

On December 12, 2016 the Authority Board of Directors approved **Amendment 23** to authorize specified Work related to Phases 2-4 for ten (10) LMR sites.

On December 2, 2016 the Authority issued **NTP 20** authorizing Phase 2-4 work at two (2) sites; and specified pre-installation acceptance testing for DTVRS, ACVRS, LARTCS, NMDN, and final core staging and SOT Prep.

On December 19, 2016 the Authority issued **NTP 21** authorizing specified Work related to Phases 2-4 for Six (6) LMR sites; all remaining work in Phase 2-4 at one (1) site; and all work related to ACVRS equipment in Phase 3 for six (6) sites.

On January 12, 2017 the Authority Board of Directors approved **Amendment 24** reconciling the following five (5) LMR System Sites (CLM, LACFDEL, LARICSHQ, WMP, WTR) to align with the updated System Design.

On March 2, 2017 the Authority Board of Directors approved **Amendment 25** reconciling the following six (6) LMR System Sites (AGH, VPK, BMT, CRN, MVS, and ONK) to align with the updated System Design. This Amendment also acknowledges three (3) sites (BHS, DPW38, and RPV1) into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

On March 31, 2017 the Authority issued a Supplemental **NTP 21** authorizing specified Work related to Phases 2-4 for Seven (7) LMR sites (AGH, CRN, MVS, ONK, TPK, VPK, and LDWP243).

On April 6, 2017 the Authority Board of Directors approved **Amendment 26** reconciling the following seven (7) LMR System Sites (BUR1, JPK2, LPC, MDI, MML, MTL2, and PRG) to align with the updated System Design. This Amendment also acknowledges one (1) site (LAN) into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

On June 1, 2017 the Authority Board of Directors approved **Amendment 27** reconciling the following two (2) LMR System Sites (FRP and PLM) to align with the updated System Design. This Amendment also includes two (2) sites (BKK and UCLA) into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

On June 29, 2017 the Authority issued **NTP 22** authorizing specified Work related to work for Task A.1.9.1 (Mitigation Monitoring and Reporting Plan (MMRP)).

On August 3, 2017 the Authority Board of Directors approved **Amendment 28** reconciling one (1) LMR System Site (BMT) to align with the updated System Design.

On September 7, 2017 the Authority Board of Directors approved **Amendment 29** reconciling one (1) LMR System Site (POM) to align with the updated System Design and to make changes necessary to reflect LMR Change Order Modifications.

On September 14, 2017 the Authority issued **NTP 23** authorizing specified Work related to Phases 2-4 for Five (5) LMR sites.

On September 25, 2017 the Authority issued **NTP 24** authorizing specified Work related to Phases 2-4 for Five (5) LMR sites.

On November 9, 2017 the Authority Board of Directors approved **Amendment 30** reconciling seven (7) LMR System Sites (BUR1/DPW38/FRP/JPK1/MIR/MML/RHT) to reflect the updated LMR System Design for these sites. This Amendment also includes one (1) LMR System Site (UNIV) into the scope of Phases 2, 3, and 4 to align WITH THE UPDATED LMR SYSTEMN Design.

On December 20, 2017 the Authority issued **NTP 25** authorizing specified Work related to Phases 2-4 for Eighteen (18) LMR sites – with the exception of ACRVS and NMDN equipment order. This NTP also authorized Motorola to proceed with Work for Task 6 Multiprotocol Label Switching (MPLS) Mobile Backhaul.

On February 28, 2018 the Oversight Committee approved **Amendment 31** approving Change Order Modifications in the amount of \$19,573.00.

On March 6, 2018 the Authority Board of Directors approved **Amendment 32** reconciling three (3) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$4,131,931; (b) a cost neutral administrative reconciliation in connection with the Narrowband Mobile Data Network (NMDN) Subsystem to align all corresponding per site NMDN costs to a single line item cost, impacting thirty-three (33) LMR System Sites; (c) decrease the Maximum Contract Sum by \$4,131,931 from \$300,051,310 to \$295,919,379 when taking the cost decrease into consideration; and (d) make other certain changes as set forth in this Amendment No. 32.

On May 30, 2018 the Authority Board of Directors approved **Amendment 33** to make changes necessary to reflect (a) certain LMR Change Order Modifications for a cost increase in the amount of \$17,490.

On June 15, 2018 the Authority issued **NTP 26** authorizing all Work related to Phases 3 for Twelve (12) LMR sites – with the exception of the Phase 3 ACRVS equipment which was previously captured in NTP25. This NTP also authorized Motorola to proceed with Work for Task 6 Multiprotocol Label Switching (MPLS) Mobile Backhaul.

On July 31, 2018 the Authority Board of Directors approved **Amendment 34** to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in the amount of \$90,744; (c) the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$6,010; (d) an extension of a bridge warranty for the certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to

bridge the warranty gap for this equipment until December 31, 2019, for a cost increase in the amount of \$430,800; (e) increase the Maximum Contract Sum by \$1,544,334 from \$295,936,869 to \$297,481,203 when taking the cost increase into consideration; and (f) make other certain changes as set forth in this Amendment No. 34.

On August 28, 2018 the Authority issued **NTP 27** authorizing Work related to Phases 2-4 for the LMR INDWT LMR site, extension of the bridge warranty for certain deployed/specified equipment under previously approved Amendments until December 31, 2019.

On October 11, 2018 the Authority Board of Directors approved **Amendment 35** to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site Olinda (OLI) from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost decrease in the amount of \$701,234; (b) the inclusion of one (1) LMR System Site Winding Way (WWY) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of 1,064,388; (c) certain LMR Change Order Modifications for a cost increase in the amount of \$13,115 (d) make changes necessary to reflect an administrative reconciliation, a reconciliation related to the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$601; (e) increase the Maximum Contract Sum by \$376,870 from \$297,481,203 to \$297,858,073 when taking the cost decrease and increase into consideration; and (f) make other certain changes as set forth in this Amendment No. 35.

On November 1, 2018 the Authority Board of Directors approved **Amendment 36** to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design; (b) the inclusion of one (1) LMR System Site San Pedro Hill (SPH) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3(Supply LMR Components), Phase 4 (LMR System Implementation), exercising the Unilateral Options of the same, to align with the updated LMR System Design; (c) incorporate an LMR Change Order Modification; (d) increase the Maximum Contract Sum by \$311,442 from \$297,858,073 to \$298,169,515 when taking the cost decreases and increases into consideration; and (e) make other certain changes as set forth in this Amendment No. 36.

This report covers the period from 11/25/18 thru 12/19/18

During this reporting period associated Phase 1 tasks were performed to include A&E activities, site and network design, frequency planning, site scope reviews, Site Access Agreement drawings, backhaul/microwave path surveys, and Environmental Reviews. A&E activities included site walks, site sketch development, site surveys, and development of the Zoning Drawings, geotechnical plans, and Construction Drawings via the new "Drawing Summit" process. This new process has all key decision makers working together, four days a week, to expedite and accelerate the design and approval of the site drawings.

The primary Phase 1 activities for this period include:

LMR System Design

System design activities for this period included frequency identification and planning, backhaul network design, narrowband mobile data network design, fleet mapping, Spectrum Fingerprinting and Noise Floor Monitoring process review, and incorporation of system design parameters into the construction drawing process. MSI is utilizing the Design of Record dated 9/6/16 to support the site True-Up process as well as information as it is refined and determined weekly. As site changes develop (fallout or are added) MSI and the Authority continue to refine the backhaul design and are working together to resolve areas of concern and incorporate the corresponding solutions into the system design.

Site Design Activities


Site design activities for this period included continued site evaluation walks, site sketch development and submittals, site survey walks, project description development and submittals for additional sites, Site Access Agreement exhibits, Zoning Drawing development and submittal, and Construction Drawing development and submittal for Authority review. Additional activities included power load studies, evaluation of as-built drawings and tower mapping, tower structural analysis for the applicable sites, submittal of applicable geotechnical drilling plans, and review of electrical one-line drawing designs. The new "Drawing Summit" process has been in effect for twelve weeks. This entails key decision makers working together, four days a week, to expedite and accelerate the design and approval of the site drawings.




LA-RICS Deliverables - Authority Site Access Agreements

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements for the required sites in the LMR design are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period 33 (out of 60) Site Access Agreements have been executed.

The Authority continues to work with FEMA to obtain independent site environmental approvals which are required prior to the start of construction at a site.

The following table provides a dashboard snapshot of the projects' health signs.

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			Revisions to the baseline schedule for all phases (1-4) are reviewed weekly. A&E drawing progress is seeing results due to the teamwork at the Drawing Summit. MSI and the Authority continue to see slips in individual site schedules that impact its overall Program schedule due to delays in Site Access Agreement, A&E drawings, Building Permit Submissions, and construction starts and Change Order approvals. Individual site environmental approvals may impact geotechnical investigations. These delays continue to negatively impact the schedule. All parties to this contract are working on plans and negotiations are underway to pull dates in to meet funding requirements. Recently identified interference from Mexico is impacting the implementation of the Channel 15 equipment.

LMR Project Dashboard			
Category	Rating	Change	Comments
Quality			The construction drawing, review, and approval process continues to be challenging. Corrective actions continue to be put into place. The Authority and MSI will continue to work together to identify additional means to shorten this process. MSI will continue with improvements to its quality control processes and cycle times. Both parties have agreed to a process to streamline the cycle times which address the quality and comment incorporation issues experienced to date while simultaneously limiting the number of revisions necessary prior to approval. The Authority continues with improvements to consultant driven delays and process disruptions.
Risk			Risk items have been identified regarding: Spectrum, Site Access Agreements, Plan-Checker approval process, Channel 15 interference, and Site Conditions. FEMA independent site environmental approvals required.
Budget			Current budget reflects contract pricing and include the sites that have gone through the true-up review. Revised budgets for each site will be determined at the completion of each true-up.

2. Project Status

The following sections identify task activities during the reporting period and the planned activities for the next reporting period.

2.1 Tasks In Progress or Completed

The following depict the task activity that occurred during the current reporting period.

Activity Name	Activity Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAA's (or EMIS 6b) for USFS & Coastal Sites (23 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
LMR System Design	
Design baseline site parameters & Design development	In Process
Contract True-up of site designs and equipment for each site	Completed
Spectrum Fingerprinting and Noise Floor Monitoring Initial Test Update (In Process
Provided updated USFS tower elevations	In Process
Site Design, Zoning and Permitting	

Activity Name	Activity Status
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Geotechnical Boring	In Process
Develop Construction Drawings & Approvals	In Process
Submit Permits Drawings and Approvals (31/59 Sites submitted; 22/59 Sites Received)	In Process
Pre- Construction	
Pre- Construction Plans in review	In Process
Pre-Proposal meeting with USFS representatives	In Process
Construction	
20/59 Sites Construction Complete or Under Construction	In Process
Staging	
UASI17 Sites – September, 2018	Completed
FNE Installation	
A&L, Microwave Dishes, Equipment Racks,	In Process

2.2 Tasks Planned for Next Period

The following depict the task activity that is planned for the next reporting period.

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAAs (or EMIS 6b) for USFS & Coastal Sites (23 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign Baseline site parameters & redesign development	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Site Surveys	In Process
Develop Zoning Drawings & Approvals	In Process
Submittal of Zoning Drawings	In Process
Develop Construction Drawings and Approvals	In Process
Submit Permits Drawings and Approvals	In Process
Pre-Construction	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process

Activity Name	Planned Status
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
A&L, Microwave Dishes, Equipment Racks,	In Process

2.3 Authority Look-Ahead Tasks (120-Day)

For the Authority planning purposes the following table provides a one hundred twenty (120) Day look-ahead of the Authority-specific activities to conduct coordination, inspections, approvals, consents, and or provide decisions necessary from the Authority to facilitate Contractor's progress.

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreements	In Process
FEMA Environmental Site Approvals & Construction Waivers	In Process
SAA's (or EMIS 6b) for USFS & Coastal Sites (23 sites)	In Process
Notice To Proceed for remaining sites	In Process
Channel 15 Interference resolution	In Process
Environmental Review & Documentation (Authority)	
Additional Sites for Consideration Environmental Reviews	In Process
LMR System Redesign	
Redesign Baseline site parameters & redesign development	In Process
Contract True-up of site designs and equipment for each site	In Process
Site Design	
Site Walks and Site Sketch Development & Approvals	In Process
Zoning Drawings & Approvals	In Process
Construction Drawings and Approvals	In Process
Pre-Construction	
Geotech drilling	In Process
Pre- Construction Packages & Site Monitoring (where applicable)	In Process
Site Construction	
Outreach to Neighborhoods for Applicable Sites	On Going
Pre- Construction Packages Review & Approval	On Going
Site Construction & Site Monitoring (where applicable)	On Going
Site Construction Inspection Approvals	On Going
FNE Installation	
A&L, Microwave Dishes, Equipment Racks,	In Process

3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start work at sites.	Active
Delayed Drawings and Permit Release	Motorola & Authority	High	Delay in permit submission and release has impacted the construction schedule and ability to meet grant spending guidelines. Site changes and System redesign elements are impacting drawing progress for certain sites. The Authority and MSI continue to struggle to incorporate Authority comments, creating a quality control issue which requires additional rounds of review. This has inhibited the submission of drawings for permit.	Active
Site Access Agreements	Authority	Med	Lease holders approvals are needed in order to implement LA-RICS improvements.	Active
Project Schedule	Authority & Motorola	High	Overall project schedule and individual site permit submissions/work starts impacted by implementation of LMR System redesign enhancements, slow A&E construction development progress, and individual site true-ups.	Active

4. Areas of Concern

This section describes any events and or circumstances of which the Contractor is aware that has delayed or may delay project activities and what corrective or remedial actions was taken or will be taken to resolve the issue. Outstanding Issues Log (the "Oil Log") entries are also tabulated and monitored in this section. "Oil Log" items include, for example, sequencing, infrastructure, site access, coordination issues, congestion of workers and equipment, time requirements for design, procurement, and installation.

ID	Event / Circumstance	Remedial Action Taken or Required
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights and undetermined site parameters at several of the sites will impact the coverage. System design efforts will determine system impacts. Impact includes, microwave backhaul, equipment reconfigurations, channel plan changes, system coverage, licensing, and site design and permitting.

5. Disputes and Claims

This section describes any disputes, potential claims, and claims made during the reporting period.

Dispute / Claim / Potential Claim	Status / Actions	Resolution Date
None at this time		

6. Financial Status

The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid.

Invoice Payment Category	Invoice Payment Totals (\$)
Contract Sum Full Payable Amount (Amendment 30)	167,616,559
Cumulative Invoice Payments from Last Report	74,803,026
Total Invoice Payments This Period	4,108,213
Remaining Amount to be Paid	88,705,320

7. LA-RICS Master Schedule

The current P6 baseline schedule is titled "LMR IMS and Site Project Schedule_DD21-Oct-2017". Variance reports are distributed weekly, reviewed, and discussed at weekly meetings.

(See attached LMR Executive Project Summary Snapshots)



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

January 24, 2019

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

OUTREACH UPDATE

The purpose of this discussion item is to update your Board on the status of outreach activities pertaining to the LA-RICS Public Safety Broadband Network (PSBN) and Land Mobile Radio (LMR) project. The below meetings occurred since our last report to you:

Municipality	Meeting Date
<i>Meetings with representatives from AT&T</i>	December 17 & 19, 2018
<i>Meeting with representatives from Mexico Chanel 15 TV Station</i>	December 20, 2018
<i>Meeting with Sheriff Villanueva</i>	January 8, 2019
<i>Cluster Area Review (CAR) Meeting</i>	January 9, 2019
<i>Meeting with representatives from LA County Parks & Recreation and CEO Real Estate Division (RED)</i>	January 10, 2019
<i>Meeting with Chief Kang, Gardena Police Department</i>	January 10, 2019

Meetings continued in the month December and January with AT&T to discuss ongoing Technical and Program Management concerns, Transfer Transition logistics, Checkpoint Calls, Round 2 Specifications, Assignment & Assumption Agreements and quarterly progress review.

Members of the LA-RICS Team met via conference call with representatives from Mexico Channel 15 to discuss the interference issues with certain LMR sites.

Executive Director Edson met the Sheriff Villanueva and provided an introduction to LA-RICS.

Executive Director Scott Edson and members of the LA-RICS Team attended the Cluster Area Review (CAR) meeting where a request to approve sublicenses, consent to

AGENDA ITEM F

sublicenses and an amendment, consent, assignment and assumption agreement for 28 LA County LTE sites was presented to the Justice Deputies for each Board of Supervisor.

Members of the LA-RICS Team met with representatives from LA County Parks & Recreation and CEO RED and Los Verdes Golf County in Rancho Palos Verdes to discuss this location as an alternate site for RPV1.

Executive Director Edson met with Gardena Police Chief Kang at a media event in the City of Gardena, introduced himself and updated him briefly on LA-RICS.

Lastly, the LA-RICS Communications Team is in the process of finalizing the next release of the Newsletter.

WST:pl



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

January 24, 2019

To: LA-RICS Authority Board of Directors

From: Scott Edson
Executive Director

PSBN ONBOARDING UPDATE

The purpose of this discussion item is to update your Board on the status of onboarding users, migrating users to FirstNet and other onboarding related activities pertaining to the Public Safety Broadband Network (PSBN) project. New FirstNet routers for LASD and LACoFD have been ordered by AT&T and the first routers delivered. These routers replaced the PSBN routers purchased with grant funds that were made obsolete by the selection of AT&T as the FirstNet contractor. The below table now includes a column to track the installation of these routers.

STATUS OF PSBN AGENCY ONBOARDING			
Agency	Onboarding Status	PSBN Units Installed and Activated	FirstNet Routers installed and activated or swapped
LASD	Awaiting BOS approval for no cost agreement.	1330	600 delivered
LACoFD	Router swaps started. FirstNet APN complete. Awaiting firm installation cost quote from AT&T.	694	25
Inglewood PD	Required software license procured. FirstNet APN is awaiting final testing. LA-RICS testing completed and AT&T commercial SIMs provided.	15	0
Claremont PD	FirstNet connection and testing is complete.	2	0
Bell PD	Two routers in use. No Cost order in progress with FirstNet/AT&T.	2	0
Covina PD	Two routers in use. Notification issued regarding the AT&T PSBN site transition.	2	0
UCLA Health	Mobile Stroke Unit in operation using the LA-RICS and Verizon connections.	1	0

AGENDA ITEM G

Health Services / EMS	ISD request for quote for installation underway for 3 routers.	3	0
El Segundo Fire & PD	Two routers in use via LA-RICS connection. Routers in use over the LA-RICS APN.	2	0

The transition planning of the PSBN sites to AT&T continues. First transport expected in early January. First PSBN sites expected to be temporarily shut down during transition.

Affected Member Agencies were notified in writing of the next steps in the process, specifically PSBN SIM cards in a non-Sierra Wireless OMG router will be loaded into FirstNet system and the LA-RICS sites will be temporarily turned off as FirstNet/AT&T integrates these sites into its FirstNet core.

Device vendor discussions continue to provide the best possible options for LA-RICS Member agencies currently using the PSBN.

SE:wst



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

January 24, 2019

LA-RICS Board of Directors
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Directors:

APPROVE AMENDMENT NO. 35 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 35 to Agreement No. LA-RICS 008 (Agreement) for the Public Safety Broadband Network (PSBN) to incorporate new sites into the PSBN in Round 2 by adding 26 additional sites (collectively, "PSBN Round 2 Sites") to the PSBN (hereinafter, "PSBN Round 2"). The 26 additional sites will come from a potential buildable list of 35 sites identified in Enclosure 1 (Site List). Amendment No. 35 will (a) extend the Term of the Agreement; (b) include the design, construction, supply of equipment, and implementation of nine (9) sites collocated at certain Land Mobile Radio (LMR) System Sites ("PSBN Round 2 Collocation Sites"); (c) supply equipment for 17 urban sites ("PSBN Round 2 Urban Sites"); and increase the Maximum Contract Sum by \$4,577,627.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Find that the design, construction, implementation, operation, and maintenance of 35 PSBN sites identified in Enclosure 1 (Site List), from which the 26 PSBN Round 2 Sites will be selected, and execution of Amendment No. 35 to Agreement for the PSBN are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. §§ 15301, 15303, 15304, and/or 15332 for the reasons stated in this Board Letter and as noted in the record of the project.

2. Approve and delegate authority to the Executive Director to negotiate, finalize, and execute Amendment No. 35 to Agreement for the PSBN with Motorola Solutions, Inc. (Motorola), in substantially similar form to the Enclosure 2 (Amendment No. 35), which revises the Agreement to reflect the following:
 - a. Extend the Initial Term of the Agreement commencing on February 1, 2019, and terminating following the expiration of the one (1) year PSBN Round 2 Warranty Period for the last PSBN Round 2 Site that is completed by Contractor and Accepted by the Authority and achieves PSBN Round 2 Site Implementation Phase Acceptance, unless sooner terminated or extended, in whole or in part.
 - b. Perform all Work necessary to incorporate nine (9) PSBN Sites to be collocated at certain LMR System Sites (collectively PSBN Round 2 Collocation Sites), into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and certain Work in Phase 4 (PSBN Implementation) for a cost increase in the amount of \$6,724,617.
 - c. Procure and supply all PSBN Components for 17 PSBN Round 2 Urban Sites for a cost increase in the amount of \$2,411,489.
 - d. Exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components) and certain Work in Phase 4 (PSBN Implementation).
 - e. Reconcile certain equipment and shift costs to PSBN Round 2 for a cost decrease in the amount of \$4,558,480.
 - f. Increase the Maximum Contract Sum by \$4,577,627 for PSBN Round 2 Work increasing the aggregate Maximum Contract Sum from \$133,386,158 to \$137,963,785.
3. Delegate Authority to the Executive Director to execute Amendment No. 35, in substantially similar form to the Enclosure 2 (Amendment No. 35).

BACKGROUND

On March 3, 2014, the LA-RICS Authority awarded and entered into Agreement with Motorola for design, construction, installation and maintenance of the PSBN. By September 30, 2015, the LA-RICS Authority completed the PSBN and construction of 76 public safety grade PSBN sites for the PSBN "LA-RICS PSBN". The work related to the design, construction, implementation, operation and maintenance of the LA-RICS PSBN completed by the LA-RICS Authority by September 30, 2015, shall be referred to as "PSBN Round 1".

On December 14, 2017, your Board authorized the Authority to enter into an Asset Transfer Agreement with AT&T Corp. (AT&T) to transfer and assign its 20% right, title, and interest in the initial Broadband Technologies Opportunity Program (BTOP) grant funded buildout of the LA-RICS PSBN for inclusion into the First Responder Network Authority (FirstNet) National Public Safety Broadband Network (NPSBN). This Agreement contemplated, among other things, the Authority continue with the PSBN buildout contemplated in the PSBN Round 2 Project Implementation Plan (PIP) under Objective 1 (Coverage Augmentation) and requires the National Telecommunications and Information Administration (NTIA) and National Oceanic and Atmospheric Administration (NOAA) to approve the PSBN Round 2 PIP.

On February 15, 2018, the Authority submitted the PSBN Round 2 PIP to NTIA and NOAA for consideration.

On June 25, 2018, NTIA and NOAA approved Objective 1 (Coverage Augmentation) and Objective 2 (Rapid Response Vehicles) contemplated in the PSBN Round 2 PIP.

Your Board has previously approved numerous amendments to the Agreement to extend the Term at no cost to allow for the Authority and Motorola to work together to finalize the scope and corresponding cost of PSBN Round 2 work that will occur at certain LMR collocated sites.

Amendment No. 35 is presented for your Board's consideration which contemplates the negotiated terms, conditions, and costs associated with certain work related to the PSBN Round 2 buildout of 26 additional sites from the list identified in Enclosure 1 (Site List), which consists of nine (9) PSBN Round 2 Collocated Sites and the equipment purchase of PSBN Components for 17 PSBN Round 2 Urban Sites.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 35 to revise the Agreement to (a) extend the Term of the Agreement; (b) include the design, construction, supply of equipment, and implementation of nine (9) PSBN Round 2 Collocated Sites; (c) supply equipment for 17 PSBN Round 2 Urban Sites; increasing the Maximum Contract Sum by \$4,577,627.

It is necessary to extend the Term of the Agreement commencing on February 1, 2019, to account for the construction of nine (9) sites collocated at certain LMR collocation sites and the purchase of equipment for 17 that will be located in urban areas. The Agreement Term as amended, will contemplate a termination date following the expiration of the one (1) year PSBN Round 2 Warranty Period for the last PSBN Round 2 Site that is completed by Contractor and Accepted by the Authority which achieves PSBN Round 2 Site Implementation Phase Acceptance.

As your Board is aware, the Authority has been working closely with Motorola to finalize the scope of work that Motorola will perform for PSBN Round 2. It was determined that it would be beneficial from a Public Safety perspective to collocate nine (9) PSBN Round 2 Sites at certain LMR System Sites located in remote areas.

With respect to the remaining 17 sites the Authority is intending to build in urban areas, on November 1, 2018, your Board authorized the Executive Director to proceed with procuring services from the construction contractors via a prequalification process, invitation for bid, or other procurement mechanism deemed necessary by the County of Los Angeles Department of Public Works. While the Authority will be issuing a procurement for the construction services portion of these 17 sites, Motorola will be supplying the equipment for these sites to maintain continuity from an equipment perspective among the PSBN Round 1 and PSBN Round 2 sites.

FISCAL IMPACT/FINANCING

The Work contemplated in Amendment No. 35 for PSBN Round 2 Work will increase the aggregate Maximum Contract Sum by \$4,577,627 from \$133,386,158 to \$137,963,785 and will be fully reimbursable under the BTOP grant.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

ENVIRONMENTAL DOCUMENTATION

Approval of the design, construction, implementation, operation, and maintenance of all sites identified in Enclosure 1 (Site List) at which PSBN infrastructure may be installed is exempt from review under CEQA pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") §§ 15301, 15303, 15304, and/or 15332. This determination is based on a detailed analysis of each site, available in the Authority's files, which demonstrates that the communication equipment proposed at each site (1) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use (Guidelines § 15301); (2) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); (3) consists of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304); and/or (4) qualifies as in-fill development (Guidelines § 15332). The analysis also demonstrates that none of the activities proposed at these sites trigger any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2.)

Specifically, at the sites that are exempt pursuant to CEQA Guidelines sections 15303 and 15304, the project would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, at none of the sites would the cumulative impact of successive projects of the same type in the same place, over time be significant; at none of the sites is there a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; at none of the sites would the project result in damage to scenic resources within a highway officially designated as a state scenic highway; none of the sites are located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and at none of the sites would the project cause a substantial adverse change in the significance of a historical resource.

Additionally, there is no portion of the PSBN approval before your Board today that is not covered by the exemptions described above.

The PSBN Round 2 project is separately undergoing in parallel federal environmental review under the National Environmental Protection Act (NEPA), and will need to secure NEPA approval prior to the start of project construction as well.

Upon the Board's approval of the recommended actions, Notices of Exemption for the individual PSBN sites will be filed with the Registrar Recorder/County Clerk pursuant to Section 15062 of the State CEQA Guidelines.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will have authority to execute Amendment No. 35 with Motorola, substantially similar in form to the Enclosed.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA:pd

M:\MOTOROLA (LA-RICS 008)\2. Amendments\Amendment 35 (DRAFT)\LTE Amendment 35 Board Letter_01-18-18.docx

Enclosures

cc: Counsel to the Authority

No.	Site ID	Site Name	City	Zip
1.	AZUCYN	Azusa Canyon	Azusa	91702
2.	BLKMT	Black Mountain	Unincorporated	93532
3.	BUR1-2	Burnt Peak-1-2	Unincorporated	93532
4.	CLMML	Claremont Metrolink Station	Claremont	91711
5.	CSTJCWT	Castaic Junction Water Tank	Unincorporated	91355
6.	DEANTK	Dean Tank	Santa Clarita	91387
7.	DPK2	Dakin Peak-2	Santa Catalina Island	90704
8.	FRP2	Frost Peak-2	Unincorporated	92397
9.	GRM2	Green Mountain-2	Los Angeles	90272
10.	IGPD	Inglewood Police Station	Inglewood	90301
11.	IRWDPD	Irwindale Police Department	Irwindale	91706
12.	LASDCVS2	LASD Crescenta Valley Station-2	La Crescenta	91214
13.	LPC2	Loop Canyon-2	Unincorporated	91321
14.	MML2	Magic Mountain Link-2	Unincorporated	91390
15.	MTL3	Mount Lukens-3	Unincorporated	91042
16.	MVS2	Monte Vista Star Center-2	South Whittier (Unincorporated)	90604
17.	PMT2	Pine Mountain-2	Unincorporated	91702
18.	POLB1	Port of Long Beach Harbor Plaza	Long Beach	90802
19.	PRG2	Portal Ridge-2	Lake Hughes (Unincorporated)	93536
20.	SAUGWT	Saugus Water Tank	Santa Clarita	91351
21.	SCEDUN	SCE Dunlap Crossing	Pico Rivera	90606
22.	SCEGAL	SCE Gallatin Substation	Downey	90240
23.	SCEMERC2	SCE Merced Substation-2	West Covina	91791
24.	SCENOLA	SCE Nola Substation	Carson	90248
25.	SCEPLM	SCE Palmdale Substation	Palmdale	93550
26.	SCESTUD2	SCE -Studebaker Self-Storage-2	Long Beach	90803
27.	SCETEL	SCE Telegraph Substation	Whittier	90604
28.	THOMSEN	Thomsen Communication Site	Canyon Country (Unincorporated)	91387
29.	TWR2	Tower Peak-2	Santa Catalina Island	90704
30.	UCLA2	UCLA (Factor Building)-2	Los Angeles	90024
31.	VALVWT	Val Verde Water Tank	Unincorporated	91355
32.	WESTREV	Western Reservoir	Glendale	91201
33.	WMP2	Whitaker Middle Peak-2	Unincorporated	91384
34.	WT15	Water Tank 15	Santa Clarita	91390
35.	WTR2	Whitaker Ridge-2	Unincorporated	91384

AGENDA ITEM H - ENCLOSURE 1

AMENDMENT NUMBER THIRTY-FIVE
TO AGREEMENT NO. LA-RICS 008
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –
PUBLIC SAFETY BROADBAND NETWORK

Recitals

This Amendment Number Thirty-Five (together with all exhibits, attachments, and schedules hereto, ("Amendment No. 35") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of January _____, 2019 (the date executed by the Authority), based on the following recitals:

WHEREAS, Authority and Contractor have entered into that certain Agreement No. LA-RICS 008 for Los Angeles Regional Interoperable Communications System ("LA-RICS") – Public Safety Broadband Network (PSBN), dated as of March 6, 2014 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

WHEREAS, the Agreement has been previously amended by Amendment Number One, effective as of March 6, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 1.

WHEREAS, the Agreement has been previously amended by Amendment Number Two, effective April 7, 2014, to (a) make changes necessary to reflect the Authority's exercise of the Unilateral Option for all Work pertaining to Phase 1 for Additive Alternate No. 1, System Design Work for the Home Subscriber Server ("HSS"), and all Work pertaining to Phase 1 for Additive Alternate No. 2, System Design Work for the Redundant Evolved Packet Core ("EPC"), and (b) to make other changes as reflected in Amendment No. 2.

WHEREAS, the Agreement has been previously amended by Amendment Number Three, effective June 20, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components.

WHEREAS, the Agreement has been previously amended by Amendment Number Four, effective July 16, 2014, to exercise the Unilateral Option for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components Work for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification Work for the Redundant EPC, and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components Work for the Redundant EPC.

WHEREAS, the Agreement has been previously amended by Amendment Number Five, effective September 24, 2014, to exercise the Unilateral Option for all Work

pertaining to Phase 4, PSBN Implementation, including Phase 4 Work for Additive Alternate 1 (Home Subscriber Server) and Additive Alternate 2 (Redundant Evolved Packet Core), to install, optimize, test, commission, and deploy all or such portion of the PSBN as authorized by the Authority via notices to proceed, and to make other certain changes as reflected in Amendment No. 5.

WHEREAS, the Agreement has been previously amended by Amendment Number Six, effective October 3, 2014, to (a) make changes necessary to reflect the removal of three (3) PSBN Sites and all the Work and equipment associated with these PSBN Sites; (b) to make the changes necessary to reflect the replacement of undisguised antenna support structures to disguised antenna support structures at 32 PSBN Sites and all of the Work and equipment affected by these replacements; (c) to make other certain changes; and (d) to increase the Maximum Contract Sum by \$2,613,300 from \$175,583,275 to \$178,196,575.

WHEREAS, the Agreement has been previously amended by Amendment Number Seven, effective December 31, 2014, to (a) make changes necessary to reflect the replacement of undisguised antenna support structures with various types of antenna support structures at eight PSBN Sites and all of the Work and equipment affected by these replacements; (b) reconcile hose tower designs for 28 sites in Phase 2; and (c) to make other certain changes as reflected in Amendment No. 7.

WHEREAS, the Agreement has been previously amended by Amendment Number Eight, effective February 13, 2015, to (a) make changes necessary to reflect the removal of thirty-six (36) PSBN Sites and all the Work and equipment associated with the removal of these sites (b) make changes necessary to reflect the addition of six (6) PSBN Sites and all the Work and equipment associated with the addition of these sites and exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for these six (6) PSBN Sites; (c) reconcile hose tower installation and associated foundation costs for twenty-eight (28) PSBN Sites in Phase 2; (d) to reduce the Maximum Contract Sum by \$11,941,896 from \$178,196,575 to \$166,254,679; and (d) to make other certain changes reflected in Amendment No. 8.

WHEREAS, the Agreement has been previously amended by Amendment Number Nine, effective March 23, 2015, to (a) make changes necessary to reflect the removal of twenty-four (24) PSBN Sites and all the Work and equipment associated with the removal of these sites; (b) make changes necessary to reflect the addition of six (6) PSBN Sites and all the Work and equipment associated with the addition of these sites and exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for these six (6) PSBN Sites; (c) make changes necessary to reflect Phase 1 Work, site design visit for one (1) potential PSBN System Site; (d) to reduce the Maximum Contract Sum by \$7,324,405 from \$166,254,679 to \$158,930,274; and (e) to make certain other changes reflected in Amendment No. 9.

WHEREAS, the Agreement was previously amended by Amendment Number Ten, effective June 25, 2015, to (a) make changes necessary to remedy certain miscalculations reflected in Amendment No. 9 resulting in a reduction in the amount by \$280,622; (b) make changes necessary to reflect the inclusion of Phase 1 (System Design) Work for fifteen (15) Cell-on-Wheels (COWs) as set forth in Exhibit C (Schedule of Payments) attached to Amendment No. 10, and exercise the Unilateral Option for all Work Pertaining to Phase 1 (System Design) for the COWs in the amount of \$411,981; (c) make changes necessary to reflect construction restoration Work for thirty (30) PSBN Sites to return the sites to preconstruction conditions in the amount of \$2,321,257; (d) make changes necessary to reflect the inclusion of fiber optic equipment and related Work for the County of Los Angeles and the City of Los Angeles to allow for interconnectivity among the agencies and the PSBN in the amount of \$1,275,000; (e) to increase the Maximum Contract Sum by \$3,727,616 (\$4,008,238 - \$280,622) from \$158,930,274 to \$162,657,890; and (f) to make certain other changes as set forth in Amendment No. 10.

WHEREAS, the Agreement was previously amended by Amendment Number Eleven, effective July 16, 2015, to (a) make changes necessary to reflect the inclusion of one (1) PSBN Site and all Work and equipment associated with the addition of this site in the amount of \$336,081 as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 11; (b) make changes necessary to reflect the inclusion of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) Work for fifteen (15) COWs in the amount of \$3,244,880 as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 11; (c) exercise the Unilateral Options for all Work Pertaining to Phase 1 (System Design) for one (1) PSBN Site (PASDNPD) and Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for the one (1) PSBN Site and the fifteen (15) COWs; and (d) to increase the Maximum Contract Sum by \$3,580,961 from \$162,657,890 to \$166,238,851. The parties acknowledged that the Maximum Contract Sum would be adjusted down accordingly in future amendments reducing the scope of the PSBN Project.

WHEREAS, the Agreement was previously amended by Amendment Number Twelve, effective August 13, 2015, to (a) account for the removal of forty-two (42) sites from the scope of the PBSN; (b) make changes necessary to reflect the removal of tower foundations from seven (7) PSBN Sites as part of construction restoration Work to return the sites to preconstruction conditions in the amount of \$37,607; (c) make changes necessary to include construction restoration Work for one (1) PSBN Site (LASDCVS) to return the site to preconstruction conditions in the amount of \$19,800; (d) make changes necessary to reflect the inclusion and purchase of 5,000 Universal Integrated Circuit Cards (UICC) in the amount of \$245,000; (e) make changes necessary to reflect the inclusion and purchase of five (5) CISCO routers and five (5) corresponding units of data service in the amount of \$17,500; (f) make changes necessary to reflect site construction changes in the amount of \$150,740 (g) make changes necessary to remedy certain miscalculations in cost in the amount of \$165,422; (h) make the changes necessary to reflect a cost reduction for forty-two (42) terminated PSBN Sites in the amount of \$12,989,223; (i) resulting in a reduction in the Maximum Contract Sum by \$12,353,154

(\$12,989,223 – \$636,069 when taking the above cost increases into consideration) from \$166,238,851 to \$153,885,697; and (j) to make other certain changes as set forth in Amendment No. 12.

WHEREAS, the Agreement was previously amended by Amendment Number Thirteen, effective September 4, 2015, to (a) account for the removal of seventy-seven (77) PSBN Sites from the scope of the PSBN; (b) account for the replacement of one (1) PSBN Site (LAPP001 replacing LAFD049) and the equipment and Work associated with the replacement of this site with an increased amount of \$404,053; (c) reconcile microwave equipment to align with the final backhaul design with an increased amount of \$813,381; (d) identify equipment for PSBN Sites that have since been dropped from the PSBN design where such equipment had already been ordered, manufactured and/or delivered and installed with an increased amount of \$10,727,207; (e) make changes necessary to reflect site construction changes with an increased amount of \$482,923; (f) make changes necessary to remedy certain miscalculations resulting in a cost reduction of \$25,854; (g) make changes necessary to reflect various site reconciliations and corresponding adjustments resulting in a cost reduction of \$6,304,207; (h) make changes necessary to reflect a cost reduction for seventy-seven (77) terminated PSBN Sites in the amount of \$30,511,394; (i) all actions decreasing the Maximum Contract Sum by \$24,413,891 (\$36,841,455 – \$12,427,564 when taking the above cost increases and reductions into consideration) from \$153,885,697 to \$129,471,804; and (j) to make other certain changes as set forth in Amendment No. 13.

WHEREAS, the Agreement was previously amended by Amendment Number Fourteen, effective October 9, 2015, to (a) reconcile spare equipment required for the continued operation and support of the PSBN for an increased amount of \$1,214,021; (b) reconcile equipment necessary for the fifteen (15) Cell-On-Wheels (COWs) for an increased amount of \$2,157,669; (c) make changes necessary to reflect site construction changes for an increased amount of \$80,220; (d) reconcile excess equipment for a decreased amount of \$24,229; and (e) all actions increasing the Maximum Contract Sum by \$3,427,681 (\$1,214,021 + \$2,157,669 + \$80,220 - \$24,229) from \$129,471,804 to \$132,899,485; and (e) to make other certain changes as set forth in the Amendment No. 14.

WHEREAS, the Agreement was previously amended by Amendment Number Fifteen, effective December 21, 2015, to settle the Contractor Claims, including the dispute over the project management fees and any and all other claims for additional compensation above the current Maximum Contract Sum that Contractor or its subcontractors may have against the Authority relating to any Work that has been performed or is required to be performed under the PSBN Agreement, increasing the Maximum Contract Sum by \$10,685,472 from \$132,899,485 to \$143,584,957.

WHEREAS, the Agreement was previously amended by Amendment Number Sixteen, effective March 15, 2016, to include all Work related to additional Radio Frequency (RF) Emissions testing at twelve (12) PSBN Sites increasing the Maximum Contract Sum by \$3,300 from \$143,584,957 to \$143,588,257.

WHEREAS, the Agreement was previously amended by Amendment Number Seventeen, effective May 4, 2016, to make the changes necessary to reflect the termination of Waterway Coverage Testing, Freeway Coverage Testing, Special Operational Testing, and PSBN Burn-In Testing, which decreased the Maximum Contract Sum by \$931,936, from \$143,588,257 to \$142,656,321.

WHEREAS, the Agreement was previously amended by Amendment Number Eighteen, effective August 31, 2016, to make changes necessary to (a) extend the Warranty Period until December 31, 2016, at no additional cost; (b) reflect the reconciliation of excess equipment for a decreased amount of \$600,502; (c) reflect the reconciliation of spare equipment for a decreased amount of \$768,027, (d) make changes necessary to reconcile the cost of LASDCVS to reflect costs for that were inadvertently omitted for construction Work performed that was not included as part of restoration and has not been paid to date for an increased amount of \$62,969, (e) make changes necessary to correct certain administrative errors for an increased amount of \$25,964; (f) to make other certain changes as set forth in the Amendment No. 18; and (g) decrease the Maximum Contract Sum by \$1,279,596, $[(-\$600,502) + (-\$768,027) + \$62,969 + \$25,964]$, when taking the above cost increases and reductions into consideration from \$142,656,321 to \$141,376,725.

WHEREAS, the Agreement was previously amended by Amendment Number Nineteen, effective December 21, 2016, to make changes necessary to (a) extend the Warranty Period until March 31, 2017, at no additional cost; (b) make changes necessary to upgrade the Authority's Deployable Vehicle (System on Wheels), which includes the requisite services, equipment, material, configuration, installation, provide backup power, antenna storage and mounts, fiber connectivity and backhaul services, and related Work to support Special Events for an increase in the amount of \$235,768; (c) reflect a reduction in Training as certain Training courses will not be provided to the Authority for a decrease in the amount of \$200,000; (d) reflect a reduction in Wide Area Coverage Testing as it is no longer necessary for a decrease in the amount of \$2,153,150; (e) reflect Optimization Work necessary to account for extended Optimization efforts for an increase in the amount of \$550,000; (f) to make other certain changes as set forth in this Amendment No. 19; and (g) decreasing the Maximum Contract Sum by \$1,567,382 $(\$235,768 - \$200,000 - \$2,153,150 + \$550,000)$, when taking the cost increases and decreases into consideration, from \$141,376,725 to \$139,809,343.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty, effective March 20, 2017, to make changes necessary to (a) reflect the relocation of certain equipment (towers, generator fuel tanks, tower hardware, etc.) from the Southern California Edison (SCE) Mesa Substation site to the County of Los Angeles Fire Departments Del Valle Training Facility as the original storage site is no longer available after April 15, 2017, for an increase in the amount of \$208,338; (b) make other certain changes as set forth in Amendment No. 20; and (c) increase the Maximum Contract Sum by \$208,338 from \$139,809,343 to \$140,017,681.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-One, effective March 20, 2017, to make changes necessary to (a) extend the

Warranty Period on a month-to-month basis, at no additional cost; (b) with the first month commencing on April 1, 2017, and expiring on April 30, 2017; and (c) agree and acknowledge that subsequent month-to-month Warranty Period extensions, if any, will be mutually agreed upon by both parties.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Two, effective April 13, 2017, to make changes necessary to (a) revise Exhibit A (Statement of Work) to allow the Contractor to create Access Point Names (APNs) for the Authority's member agencies at a cost of \$977 per member agency, with a minimum of four (4) agencies to be deployed at a time, for a cost increase in the amount of \$3,908; (b) increasing the Maximum Contract Sum by \$3,908 from \$140,017,681 to \$140,021,589; and (c) make other certain changes as set forth in Amendment No. 22.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Three, effective April 13, 2017, to (a) make changes necessary to extend the Warranty Period until May 31, 2017, at no additional cost; and (b) make other certain changes as set forth in Amendment No. 23.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Four, effective May 18, 2017, to make changes necessary to (a) extend the Initial Term of the Agreement by exercising the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance), commencing on June 1, 2017 and expiring on May 31, 2018, unless sooner terminated or extended, in whole or in part, in the amount of \$2,991,000 resulting in a cost decrease in the amount of \$2,964,683, when taking the currently contemplated first year Maintenance cost of \$5,955,683 into consideration; (b) exercise the Unilateral Option for the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance); (c) revise Exhibit A (Statement of Work) to increase the scope of PSEN Work to allow the Contractor to assist the Authority with connecting its member agencies to the PSBN for a not-to-exceed cost increase in the amount of \$275,000; (d) decrease the Maximum Contract Sum by \$2,689,683 from \$140,021,589 to \$137,331,906 when taking the cost increases and decreases into consideration; and (e) make other certain changes as set forth in Amendment No. 24.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Five, effective October 19, 2017, to make changes necessary to (a) revise Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications) to reflect a reduction in the scope of certain Work related to Network Management System and Inventory Management System and a corresponding reduction in the cost in the amount of \$316,767; (b) reflect a reduction in the scope of certain Work related to Documentation and a corresponding reduction in the cost in the amount of \$68,515; (c) reflect a reduction in the scope of certain Work related to Additive Alternate No. 2 (Redundant Evolved Packet Core [EPC]) and a corresponding reduction in the cost in the amount of \$1,061,704; (d) reflect the removal of the scope of all Work related to Additive Alternate No. 3 (Location Services) and a corresponding reduction in the cost in the amount of \$2,592,246; (e) reflect a reduction in the scope of certain Work related to Cell on Wheels (COWs) and a corresponding reduction in the cost in the amount of \$129,977; (f) reflect

a reduction in the scope of certain Work related to Site Construction Changes and a corresponding reduction in the cost in the amount of \$14,046; (g) decrease the Maximum Contract Sum by \$4,183,255 from \$137,331,906 to \$133,148,651 when taking the cost decreases into consideration; and (h) make other certain changes as set forth in Amendment No. 25.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Six, effective November 21, 2017, to make changes necessary to (a) reflect an increase and decrease in the scope of certain Work related to a certain Cell on Wheels (COWs) site (CHPNWHLL) resulting in a net increase in the cost in the amount of \$97,220; (b) reflect a reduction in the scope of certain Work related to Site Construction Changes and a corresponding reduction in the cost in the amount of \$33,674; (c) increase the Maximum Contract Sum by \$63,546 from \$133,148,651 to \$133,212,197 when taking the cost increases and decreases into consideration; and (d) make other certain changes in Amendment No. 26

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Seven, effective May 17, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement by extending the first Option Term for Maintenance Work under Phase 5 (PSBN Maintenance) for an additional month, commencing on June 1, 2018 and expiring on June 30, 2018, unless sooner terminated or extended, in whole or in part, in the amount of \$195,306; (b) increase the Maximum Contract Sum by \$195,306 from \$133,212,197 to \$133,407,503 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 27.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Eight, effective June 27, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional month, commencing on July 1, 2018 and expiring on July 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services (b) make other certain changes as set forth in Amendment No. 28.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Nine, effective July 26, 2018, to make changes necessary to (a) reflect a decrease in the scope of certain Work related to training for the Cell on Wheels (COWs) resulting in a net decrease in the cost in the amount of \$13,000; (b) reflect the removal of Phase 4 (PSBN Implementation) Work for a certain COW site (SCEMESA) and a corresponding reduction in the cost in the amount of \$8,345; (c) decrease the Maximum Contract Sum by \$21,345 from \$133,407,503 to \$133,386,158 when taking the cost decreases into consideration; and (d) make other certain changes as set forth in Amendment No. 29.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty, effective July 31, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional sixty (60) days commencing on August 1, 2018, and expiring on September 30, 2018, unless sooner terminated or extended, in whole or in

part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 30.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-One, effective September 25, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional month, commencing on October 1, 2018, and expiring on October 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 31.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Two, effective October 31, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on November 1, 2018, and expiring on November 30, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 32.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Three, effective November 29, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on December 1, 2018, and expiring on December 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 33.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Four, effective December 19, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on January 1, 2019, and expiring on January 31, 2019, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 34.

WHEREAS, the Authority and Contractor desire to further amend the Agreement pursuant to this Amendment No. 35 to make changes necessary to (a) extend the Initial Term of the Agreement commencing as of February 1, 2018; (b) perform all Work necessary to incorporate nine (9) additional PSBN Sites to be co-located at certain Land Mobile Radio (LMR) System Sites (collectively hereinafter, "PSBN Round 2 Collocation Sites"), into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and certain Work in Phase 4 (PSBN Implementation) as set forth in Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications) for a cost increase in the amount of \$6,724,617 as set forth in Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials); (c) supply all PSBN Components for seventeen (17) PSBN Round 2 Urban Sites (as defined herein) for a cost increase in the amount of \$2,411,489 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (d) reduce the Maximum Contract Sum for PSBN Work through Amendment No. 34 for a cost decrease of \$4,558,480 to account for certain equipment costs being shifted to PSBN Round 2; (e) exercise the Unilateral Options for all Work pertaining to

Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components) and certain Work in Phase 4 (PSBN Implementation) for the 9 PSBN Round 2 Collocation Sites; (f) increase collectively the Maximum Contract Sum by \$4,577,627 for PSBN Round 2 Work increasing the aggregate Maximum Contract Sum from \$133,386,158 to \$137,963,785 as set forth in Exhibit C.1 (PSBN Payment Summary); and (g) make other certain changes as set forth in this Amendment No. 35.

WHEREAS, this Amendment No. 35 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 35, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 35 refer to sections of the Base Document and its Exhibits, as amended by this Amendment No. 35.
2. Agreement Term. The parties agree and acknowledge the Initial Term of the Agreement is being extended commencing on February 1, 2019, and shall terminate following the expiration of the one (1) year PSBN Round 2 Warranty Period for the last PSBN Round 2 Site that is completed by Contractor and Accepted by the Authority and achieves PSBN Round 2 Site Implementation Phase Acceptance, unless sooner terminated or extended, in whole or in part as further described in this Amendment No. 35.
3. Inclusion of PSBN Round 2 Work. Contractor will complete PSBN Round 2 Work to construct nine (9) PSBN Round 2 Collocation Sites as set forth in Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications). Contractor shall, on a timely basis and in accordance with this Amendment No. 35, Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications), Exhibit C (Schedule of Prices), and all other relevant terms and conditions of the Agreement, fully perform, provide, complete, and deliver all PSBN Round 2 Work encompassed in such Work, in exchange for the amounts set forth in the relevant portions of Exhibit C (Schedule of Payments) for such Work, in particular, Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials). The 9 PSBN Round 2 Collocation Sites currently contemplated are:

PSBN ROUND 2 COLLOCATION SITES			
Item No.	Site ID	Site Name	Description
1.	BUR1-2	Burnt Peak 2	PSBN Round 2 Collocation Site
2.	FRP2	Frost Peak 2	PSBN Round 2 Collocation Site

PSBN ROUND 2 COLLOCATION SITES			
Item No.	Site ID	Site Name	Description
3.	LPC2	Loop Canyon 2	PSBN Round 2 Collocation Site
4.	MML2	Magic Mountain Link 2	PSBN Round 2 Collocation Site
5.	MTL3	Mount Lukens 2	PSBN Round 2 Collocation Site
6.	PRG2	Portal Ridge 2	PSBN Round 2 Collocation Site
7.	PMT2	Pine Mountain 2	PSBN Round 2 Collocation Site
8.	WMP2	Whitaker Middle Peak 2	PSBN Round 2 Collocation Site
9.	WTR2	Whitaker Ridge 2	PSBN Round 2 Collocation Site

4. Supply PSBN Components for PSBN Round 2 Sites. The Contractor will supply all PSBN Components as set forth in Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials) for nine (9) PSBN Round 2 Collocation Sites and Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials) for seventeen (17) PSBN Round 2 Urban Sites. Contractor shall, on a timely basis and in accordance with this Amendment No. 35, Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications), Exhibit C (Schedule of Prices), and all other relevant terms and conditions of the Agreement, fully perform, provide, complete, and deliver all PSBN Round 2 Work encompassed in such Work, in exchange for the amounts set forth in the relevant portions of Exhibit C (Schedule of Payments) for such Work, in particular, Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials) and Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials).

5. Exercise of Unilateral Options. As provided in Section 4.1.2.2 of the Base Document, the Authority has determined in its sole and unilateral discretion to exercise the Unilateral Option for all PSBN Round 2 Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and certain Phase 4 (PSBN Implementation) Work at the nine (9) PSBN Round 2 Collocation Sites, as reflected in Exhibit C (Schedule of Payments). Subject to Section 4.1.2.3 (Notices to Proceed) of the Base Document, the Contractor agrees the Contractor shall, on a timely basis and in accordance with this Amendment No. 35 and the Agreement, to fully perform, provide, complete, and deliver all PSBN Round 2 Work encompassed in such PSBN Round 2 Work, in exchange for the amounts set forth in the relevant portions of Exhibit C (Schedule of Payments) for such Work.

6. Amendments to Base Document.
 - 6.1 Section 1.1. (Applicable Documents) of the Base Document of the Agreement is deleted in its entirety and is replaced as follows:

"1.1. Applicable Documents

This Base Document, together with the Exhibits, Attachments, and Schedules attached hereto and incorporated by reference, and all Amendments issued in accordance with this Agreement, collectively form, and are referred to throughout and hereinafter as, the "Agreement." In reading and interpreting this Agreement, the documents below shall have precedence in the following descending order:

Base Document

Exhibit G	Grant Funding Requirements
Exhibit A.1	PSBN Round 2 Statement of Work & Specifications
Exhibit A	Statement of Work
Exhibit B	PSBN Specifications
Exhibit D	PSBN Maintenance and Warranty
Exhibit C.20	PSBN Round 2 Collocation Sites Bill of Materials
Exhibit C.21	PSBN Round 2 Urban Sites Bill of Materials
Exhibit C.1-C.18	Schedule of Payments <i>(Exhibits C.1 – C.21 are collectively referred to as Exhibit C)</i>
Exhibit J	Confidential Supplement
Exhibit H	Spectrum Manager Lease Agreement
Exhibit K	Additional Site Work Provisions
Exhibit E	Work Acceptance Certificate
Exhibit O	Authority Non-Disclosure Agreement
Exhibit M	Hydra Software License
Exhibit F	Administration of Agreement
Exhibit I	Contractor's EEO Certification
Exhibit L	Bond Forms

Exhibit N Non-Disclosure Agreement

Exhibit P Site Acceptance Certificate

Amendments to any portion of this Agreement shall have precedence with the most recent in time controlling over the earlier."

- 6.2 Section 1.3.2. (Acceptance or Accepted) of the Base Document of the Agreement is deleted in its entirety and is replaced as follows:

"1.3.2. "Acceptance" or "Accepted" means the Authority Project Director has reviewed the deliverable in question for general conformance to the Specifications applicable to such deliverable and otherwise with this Agreement and has taken no exception thereto. Where applicable, Acceptance is indicated by the Authority Project Director's execution of a Work Acceptance Certificate under Section 4.3 (Approval of Work) and a Site Acceptance Certificate (for the PSBN Round 2 Sites). Acceptance by the Authority shall in no way relieve the Contractor from its obligations under this Agreement to fully perform, provide, complete, and deliver all Work, including, but not limited to, with respect to any of: (a) obtaining Jurisdictional Approvals of the Site Design Documents; (b) Milestones; (c) any Implementation Phase Acceptance; (d) Final PSBN Acceptance; (e) PSBN Round 2 Site Implementation Phase Acceptance; or (f) Final PSBN Round 2 Acceptance, nor shall Acceptance be deemed a waiver of the Authority's right to require the Contractor to perform and provide Work in accordance with all Specifications and otherwise with this Agreement."

- 6.3 Section 1.3.93. (PSBN or Public Safety Broadband Network) of the Base Document of the Agreement is deleted in its entirety and is replaced as follows:

"1.3.93. "PSBN" or "Public Safety Broadband Network" means all PSBN Hardware, PSBN Software, and PSBN Infrastructure, together with all Implementation Work pertaining thereto, in each case, including for PSBN Round 2 as set forth in Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications), for all or such portion of the PSBN as authorized by the Authority in accordance with Section 4.1.2.2 (Unilateral Options), required to be provided by Contractor or by the Authority pursuant to this Agreement, in order for the PSBN to be fully functional and operational, without the purchase of any additional options required, and to perform in accordance with the Specifications and otherwise with this Agreement.

- (a) Without limiting the foregoing, the PSBN includes, but is not limited to, all of the foregoing items as they pertain to the following subsystems of the PSBN (collectively, "PSBN Subsystems," each a "PSBN Subsystem"): (i) the "Long Term Evolution Subsystem" or "LTE Subsystem;" (ii) the "Backhaul Subsystem;" (iii) the "Ancillary Site Subsystems;" (iv) the "System Management and Monitoring Subsystem;" and (v) the "Inventory Management Subsystem," all as further defined in Exhibit A (Statement of Work) and/or Exhibit B (PSBN Specifications).
- (b) As used throughout this Agreement, whether or not expressly stated, PSBN refers to all or such portion of the PSBN as authorized by the Authority in accordance with Section 4.1.2.2 (Unilateral Options).
- (c) Throughout this Agreement and the RFP, the terms "LA-RICS," "System," "LA-RICS System," "Public Safety Broadband Network," "PSBN," and "PSBN System" are used interchangeably with the PSBN and with one another."

6.4 Section 1.3.98. (PSBN Project) of the Base Document of the Agreement is deleted in its entirety and is replaced as follows:

"1.3.98. "PSBN Project" means the PSBN Work, the Implementation Work, and the Site Work, in each case, required to be provided by Contractor to the Authority pursuant to this Agreement under Phases 1, 2, 3, 4, and 5. The PSBN Project additionally includes Transition Services, if any. The PSBN Project also includes all Work for PSBN Round 2."

6.5 Section 1.3.99. (PSBN Sites) of the Base Document of the Agreement is deleted in its entirety and is replaced as follows:

"1.3.99. "PSBN Sites" means the PSBN sites and facilities identified in Attachment 1 to Exhibit J (Confidential Supplement) for use with respect to the PSBN, as such sites and/or facilities may be updated or modified in the System Design, the Site Design Documents, the Site Improvement Documents, the Site Record Documents, and/or otherwise from time to time in accordance with this Agreement. The PSBN Sites shall also include the 9 PSBN Round 2 Collocation Sites and the 17 PSBN Round 2 Urban Sites contemplated for PSBN Round 2."

6.6 Section 1.3.103. (PSBN Work) of the Base Document of the Agreement is deleted in its entirety and is replaced as follows:

"1.3.103. "PSBN Work" means the PSBN and (a) all Implementation Work and other Work required to be provided by Contractor to the Authority under Phases 1, 2, 3, and 4, in order to complete and deliver all or such portion of the PSBN as authorized by the Authority in accordance with Section 4.1.2.2 (Unilateral Options), (b) all Maintenance Work under Phase 5, such that the PSBN performs in accordance with the Specifications and otherwise with this Agreement, including, but not limited to Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications); and (c) all PSBN Round 2 Work."

6.7 Section 1.3.121. (Specifications) of the Base Document of the Agreement is deleted in its entirety and is replaced as follows:

"1.3.121. "Specifications" means all PSBN functional, technical, performance, coverage, capacity, reliability, and other business specifications, requirements and standards set forth in (a) this Agreement, including, but not limited to, Exhibit A (Statement of Work), Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications), Exhibit B (PSBN Specifications), and Exhibit D (PSBN Maintenance and Warranty); (b) once Accepted by the Authority in accordance with this Agreement, the System Design, and the Site Design Documents; (c) once Accepted by the Authority in Accordance with this Agreement and Jurisdictionally Approved, the Site Improvement Documents and the Site Record Documents; and (d) the Approved Environmental Documents. To the extent not inconsistent with any of the foregoing, "Specifications" also includes functional, technical, performance, reliability and other business specifications, requirements, and standards set forth in the Documentation." The Specifications as applied to PSBN Round 2 Work means all specifications, requirements, and standards as set forth in Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications), Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials) and Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials)."

6.8 Section 1.3. (Definitions) of the Base Document of the Agreement is revised to include the following new Definitions:

"1.3.141. "Final PSBN Round 2 Acceptance" has the meaning specified in Section 14.4.3 (Final PSBN Round 2 Acceptance).

1.3.142. "PSBN Round 2" means the deployment of twenty-six (26) additional sites in certain areas to augment existing PSBN coverage pursuant to Objective 1 of the LA-RICS Authority's approved BTOP Grant Project Implementation Plan (PIP). Of the

twenty-six (26) PSBN Round 2 Sites, Contractor shall build nine (9) PSBN Round 2 Collocation Sites and supply the PSBN Components for the remaining seventeen (17) PSBN Round 2 Urban Sites as set forth in Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications), Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials), and Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials).

- 1.3.143. "PSBN Round 2 Collocation Sites" means those nine (9) sites Contractor will design, construct, supply PSBN Components, and perform certain Work at certain collocated LMR System sites.
- 1.3.144. "PSBN Round 2 Components" means the components listed in Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials) and Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials).
- 1.3.145. "PSBN Round 2 Components Acceptance" has the meaning specified in Section 14.4.1 (PSBN Round 2 Components Acceptance).
- 1.3.146. "PSBN Round 2 Work" means all implementation work and other work as authorized by the Authority in accordance with Section 4.1.2.2 (Unilateral Options) to be performed by Contractor as fully described in Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications), Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials) and Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials). PSBN Round 2 Work does not include any Work not expressly described in these exhibits.
- 1.3.147. "PSBN Round 2 Site Implementation Phase Acceptance" has the meaning specified in Section 14.4.2 (PSBN Round 2 Site Implementation Phase Acceptance).
- 1.3.148. "PSBN Round 2 Urban Sites" means those sites Contractor will supply PSBN Components, inclusive of delivery, which will facilitate the installation and readiness of Band Class 14 at the site.
- 1.3.149. "Site Acceptance Certificate" means the document at Exhibit P (Site Acceptance Certificate) that will be used by the Authority to signify completion by Contractor and Acceptance by the Authority of each PSBN Round 2 Site in accordance with the Specifications set forth in Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications) and Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials)."

- 6.9 Section 3.1. (Initial Term and Option Terms) of the Base Document of the Agreement is deleted in its entirety and replaced with the following:

"3.1. Initial Term and Option Terms

The initial term of this Agreement shall commence upon the Effective Date and shall expire at the end of the Warranty Period, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (the "Initial Term"). The Authority may extend the Initial Term of this Agreement for up to four (4) additional consecutive one-year terms (each an "Option Term") in order for Contractor to perform Maintenance Work under Phase 5. Each Option Term shall be exercisable in the sole and unilateral discretion of the Authority in accordance with Section 4.1.2.2 (Unilateral Options). The Authority will endeavor to initiate the process described under 4.1.2.2 (Unilateral Options) no later than ninety (90) Days prior to the expiration of the Initial Term or then-current Option Term, but the Authority's failure to initiate such process within such timeframe shall not prevent the Authority from thereafter exercising such Option Term at any time prior to the expiration of the Initial Term or then-current Option Term. As used herein, "Term" means and includes the Initial Term and each Option Term exercised by the Authority in accordance with this Agreement.

Pursuant to Amendment No. 24 through Amendment No. 35, respectively, the Term of this Agreement shall be further extended on February 1, 2019 and shall terminate following the expiration of the one (1) year PSBN Round 2 Service [Warranty Period for the last PSBN Round 2 Site that is completed by Contractor and Accepted by the Authority and achieves PSBN Round 2 Site Implementation Phase Acceptance, unless sooner terminated or extended, in whole or in part, as provided in this Agreement."

- 6.10 Section 8.1.1. (Maximum Contract Sum) of the Base Document is deleted in its entirety and replaced with the following:

"8.1.1. Maximum Contract Sum

8.1.1.1 PSBN Through Amendment No. 35

The "Maximum Contract Sum" under this Agreement for the PSBN through Amendment No. 35 is One Hundred Twenty-Eight Million, Eight Hundred and Twenty-Seven Thousand, Six Hundred and Seventy-Eight Dollars (\$128,827,678) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

8.1.1.2 PSBN Round 2

The "Maximum Contract Sum" under this Agreement for PSBN Round 2 is Nine Million, One Hundred and Thirty-Six Thousand, One Hundred and Seven Dollars (\$9,136,107) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments)."

- 6.11 Section 11.2. (Holdbacks) of the Base Document of the Agreement is revised to include new Section 11.2.4 (PSBN Round 2 Holdbacks) as follows:

"11.2.4. PSBN Round 2 Holdbacks

For PSBN Round 2, no Holdback requirement shall apply to Contractor's purchase of the PSBN Components for the seventeen (17) PSBN Round 2 Urban Sites and the PSBN Round 2 Collocation Sites. The Authority will, however, authorize payment to Contractor for the amount of the applicable invoices less ten percent (10%) as Holdback for the completed and Accepted Work for PSBN Round 2 Collocation Sites (excluding delivery of the Round 2 PSBN Components), as provided in Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials) for each Deliverable under Exhibit A.1 (Statement of Work) furnished as part of the Work for PSBN Round 2 and for which Deliverable the Authority is obligated to make payment, upon receipt and approval of such Deliverable and upon receipt and approval of the invoice therefor, as provided in Section 4.3 (Approval of Work) and 11.1.3 (Approval of Invoices). The total amount of such Holdback shall be due and payable to Contractor upon Final PSBN Round 2 Acceptance, subject to any adjustment for any amounts owed to the Authority by Contractor under the Agreement. Following Contractor achieving Final PSBN Round 2 Acceptance, Contractor shall submit one (1) invoice for payment for the Holdback. The Authority will make the payment of the Holdback due and payable, upon receipt and approval of the applicable invoice therefore, as provided in Sections 4.3 (Approval of Work) and 11.1.3 (Approval of Invoices)."

- 6.12 Acceptance of the PSBN Round 2 will be as set forth below. Section 14 (PSBN Acceptance) of the Base Document of the Agreement is revised to include new Section 14.4. (PSBN Round 2 Acceptance) as follows:

"14.4. PSBN Round 2 Acceptance

14.4.1. PSBN Round 2 Components Acceptance

The PSBN Round 2 Components will be Accepted ("PSBN Round 2 Components Acceptance") upon delivery and following inspection by the Authority and the input by the Authority of such PSBN Round 2 Components into its inventory system. The Authority will endeavor to complete its inspection and inventory within thirty (30) calendar days of delivery. If the Authority has not fully completed the inventory within 30 days of delivery, all PSBN Round 2 Components that have been inventoried during the 30 calendar day period will be deemed as Accepted. The Authority will endeavor to complete its inspection and inventory of any remaining delivered PSBN Round 2 Components within an additional fifteen (15) calendar days. Any PSBN Round 2 Components that have not been inspected by the Authority and inputted into its inventory system within forty-five (45) calendar days of delivery will be deemed as Accepted on the 45th calendar day after delivery. The Authority will notify Contractor as it completes inspection and inventory of the delivered PSBN Round 2 Components. Contractor is authorized to submit a Work Acceptance Certificate for the PSBN Round 2 Components as they are Accepted in accordance with this Section 14.4.1 (PSBN Round 2 Components Acceptance). Contractor is required to provide access to Authority to Contractor's Air Wave delivery warehouse every week following delivery, Monday through Saturday, for eight (8) consecutive hours a day, to allow for Authority to timely inspect and input such equipment into its inventory system. For every day that Contractor does not provide this access during the 30 day or 45 day time periods, the Authority's time to complete this work will be extended by the same number of days for the applicable periods.

14.4.2. PSBN Round 2 Site Implementation Phase Acceptance

Contractor shall achieve "PSBN Round 2 Site Implementation Phase Acceptance" for each PSBN Round 2 Collocation Site when with respect to all PSBN Round 2 Work set forth in Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications) and Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials) when, (a) the Contractor has fully performed, provided, completed, and delivered all such PSBN Round 2 Work as set forth in Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications) and Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials), including Site Documentation and punch-list items, and the Authority has Accepted all such PSBN Round 2 Work for the specific PSBN Round 2 Collocation Site via a Site

Acceptance Certificate and in accordance with the Authority approved Project Schedule; and (b) the Authority has signed the Site Acceptance Certificate. The Authority agrees to not unreasonably withhold or delay signing the Site Acceptance Certificate.

14.4.3. Final PSBN Round 2 Acceptance

Contractor shall achieve Final PSBN Round 2 Acceptance for PSBN Round 2 by no later than June 15, 2020, provided that to the extent Contractor is delayed by events or actions of the Authority, third parties not within Contractor's control including the manufacturers of the Components, or any Force Majeure event, Contractor will have no liability for failing to reach the Final PSBN Round 2 Acceptance for PSBN Round 2 by such date. Contractor shall achieve "Final PSBN Round 2 Acceptance" when (a) with respect to all the PSBN Round 2 Collocation Sites, the Contractor has achieved PSBN Round 2 Site Implementation Phase Acceptance for each of the PSBN Round 2 Collocation Sites; (b) the Contractor has achieved PSBN Round 2 Components Acceptance for all of the PSBN Round 2 Components; and (c) the Contractor has submitted all invoices for all Work for PSBN Round 2.

Notwithstanding anything to the contrary set forth in this Agreement, Contractor's achievement of PSBN Round 2 Components Acceptance, PSBN Round 2 Site Implementation Phase Acceptance, and Final PSBN Round 2 Acceptance shall in no way relieve the Contractor from its obligations under this Agreement to fully perform, provide, complete, and deliver all PSBN Round 2 Work, nor shall any such acceptances be deemed a waiver of the Authority's right to require the Contractor to perform and provide the PSBN Round 2 Work in accordance with all the PSBN Round 2 Specifications."

- 6.13 Section 15 (Representations, Warranties and Covenants) of the Base Document of the Agreement is revised to include new Section 15.3. (PSBN Round 2 Warranties) as follows:

"15.3. PSBN Round 2 Warranties

The warranties for the PSBN Round 2 are as follows:

15.3.1. PSBN Round 2 Components Warranty

Contractor will pass through to the Authority all PSBN Round 2 Component warranties provided by the manufacturer to the extent

permitted by the manufacturer and such warranties may be further assigned to AT&T to the extent permitted by the manufacturer.

15.3.2. PSBN Round 2 Service Warranty

Contractor warrants that the PSBN Round 2 Work performed by Contractor or its subcontractors will be performed in a good and workmanlike manner. The Service warranty will be for a period of one year from the date of the PSBN Round 2 Site Implementation Phase Acceptance for the site at which the services were performed.

15.3.3. PSBN Round 2 Warranty Claims

To assert a warranty claim for PSBN Round 2 Components, the Authority must submit the claim directly to the manufacturer of the PSBN Round 2 Component or to the extent the Component is Software, to the Licensor of such Software. Contractor has no duty to assist in the enforcement of any third party warranties. Concerning a claim regarding PSBN Round 2 Services, the Authority must notify Contractor in writing of the claim before the expiration of the warranty period. Upon receipt of this notice, Contractor will investigate the warranty claim. If this investigation confirms a claim, the Authority's sole remedy is to require Motorola to re-perform the non-conforming service at its sole cost.

15.3.4. PSBN Round 2 Software

Software associated with PSBN Components for Round 2 is licensed to the Authority in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date of this Amendment No. 35. Contractor will pass through to Authority all software warranties provided by the licensor of the software for the PSBN Components to the extent permitted by the licensor, which shall also be assignable to AT&T, the FirstNet vendor for the NPSBN. Contractor makes no representations or warranties of any kind regarding this software.

15.3.5. DISCLAIMER OF OTHER WARRANTIES

THESE WARRANTIES ARE THE COMPLETE WARRANTIES UNDER THIS PSBN ROUND 2 AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE."

- 6.14 Section 20 (Risk of Loss) of the Base Document of the Agreement is revised to include new Section 20.1.1. (PSBN Components for Round 2) as follows:

"20.1.1. PSBN Components for Round 2

All Round 2 PSBN Components shall be delivered to the Authority F.O.B. Destination. Contractor shall bear the full and exclusive risk of loss or damage to the Round 2 PSBN Components until PSBN Round 2 Components Acceptance, at which time full and exclusive risk of loss or damage is transferred to the Authority."

- 6.15 Section 21 (Indemnification) of the Base Document of the Agreement is revised to include new Section 21.8. (PSBN Round 2) as follows:

"21.8. PSBN Round 2

For the purposes of any indemnification claim arising out of PSBN Round 2, the term Infringement Claims in the first paragraph of Section 21.1 (General Indemnification) and all of Section 21.1(d) are not applicable and have no force."

- 6.16 Section 22 (Insurance and Bonds) of the Base Document of the Agreement is revised to include new Section 22.5. (Insurance and Bonds for PSBN Round 2) as follows:

"22.5. Insurance and Bonds for PSBN Round 2

22.5.1. General Insurance Provisions

Without limiting Contractor's indemnification and defense obligations under and in accordance with Section 21 (Indemnification), and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section. These insurance coverage terms, types and limits (in this Section 22 "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The Authority in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

22.5.1.1. Evidence of Coverage and Notice

Contractor shall ensure the following insurance and coverage requirements are met for the Authority, its Members, Users, PSBN Round 2 Site lessors and licensors, elected and appointed officers, and their employees, associated with this PSBN Round 2 Project (in this Section 22.5, "Authority Insured Parties"):

22.5.1.1.1. A certificate(s) of insurance coverage (Certificate) satisfactory to the Authority, and a copy of an Additional Insured endorsement confirming that the Authority Insured Parties has been given Additional Insured status under Contractor's General Liability policy, shall be delivered to the Authority Project Director at the address specified in Exhibit F (Administration of Agreement) and provided prior to commencing any Work under this Agreement.

22.5.1.1.2. Renewal Certificates shall be provided to the Authority upon or within ten (10) Days of Contractor's policy expiration dates.

22.5.1.1.3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number and be executed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, and list any Authority required endorsement forms.

22.5.1.1.4. Neither the Authority's failure to obtain, nor the Authority's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

22.5.1.1.5. Contractor also shall promptly report to the Authority any injury or property damage accident or incident, including any injury to a Contractor employee occurring on the Authority or Member property, and any loss, disappearance, destruction, misuse, or theft

of the Authority or Member property, monies or securities entrusted to Contractor. Contractor also shall promptly notify the Authority of any third party claim or suit filed against Contractor or any of its Subcontractors, which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against Contractor and/or the Authority or any of its Members.

22.5.1.2 Additional Insured Status and Scope of Coverage

22.5.1.2.1. Contractor shall provide additional insured status to the Authority Insured Parties under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the Authority. The Authority Insured Parties' additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

22.5.1.2.2. Contractor shall provide additional insured status to the Authority Insured Parties relative to the general liability policy for all activities arising from PSBN Round 2. For the general liability policy Contractor shall provide ISO endorsement form CG 20-10 (11/85 or its equivalent) or ISO forms CG 20-10 (10-01 or later version) and CG 20-37 (10-01 or later version) for ongoing and completed work.

22.5.1.3. Cancellation of or Changes in Insurance

Contractor shall provide the Authority with, or Contractor's insurance policies shall contain a provision that the Authority shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Authority at least ten (10) Days in advance of cancellation for non-payment of premium and thirty (30) Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required insurance may constitute a material breach of this Agreement, in the sole discretion of the Authority, upon which the Authority may suspend or terminate this Agreement as provided in this Agreement.

22.5.1.4. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the Authority with A.M. Best ratings of not less than A:VII unless otherwise approved by the Authority. Contractor will provide this information to the Authority.

22.5.1.5. Contractor's Insurance Shall be Primary

Contractor's insurance policies with respect to any claims related to this Agreement shall be primary with respect to all other sources of coverage available to Contractor.

22.5.1.6. Subcontractor Insurance Coverage Requirements

Contractor shall require Subcontractors to maintain similar insurance for Commercial General Liability, Automobile Liability, and Worker's Compensation subject to revised limits of \$1 million for the Commercial General Liability and Automobile Liability policies.

22.5.1.7. Deductibles and Self-Insured Retentions

Contractor's policies shall not obligate the Authority to pay any portion of any Contractor deductible or self-insured retention (SIR).

22.5.1.8. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of three (3) years following Agreement expiration, termination or cancellation.

22.5.1.9. Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

22.5.1.10. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

22.5.1.9. Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

22.5.1.10. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

22.5.2. Insurance Coverage Requirements

22.5.2.1. Commercial General Liability for PSBN Round 2

With respect to PSBN Round 2, General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), including the Authority Insured Parties as an additional insured, with limits of:

<u>COVERAGE</u>	<u>LIMIT</u>
General Aggregate	\$5 million
Products/Completed Operations Aggregate	\$5 million
Personal and Advertising Injury	\$5 million
Each Occurrence	\$5 million

22.5.2.2. Automotive Liability for PSBN Round 2

With respect to PSBN Round 2, Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired and/or non-owned autos, as each may be applicable.

22.5.2.3. Workers' Compensation and Employers' Liability for PSBN Round 2

Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of \$1 million per accident. If Contractor will provide leased employees or is an employee leasing or temporary staffing firm or a professional

employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Authority as the Alternate Employer, and the endorsement form shall be modified to provide that the Authority will receive not less than thirty (30) Days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

22.5.2.4. Professional Liability/Errors and Omissions for PSBN Round 2

Professional Liability/Errors and Omissions insurance covering Contractor's liability arising from or related to this Agreement with limits of \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of three (3) years following the expiration, termination, or cancellation of PSBN Round 2.

22.5.3. Performance Bond for PSBN Round 2

Prior to commencing Work for PSBN Round 2, Contractor shall file with the Authority, a performance bond naming the Authority as an obligee, in the amount of Five (\$5) Million dollars. This performance bond shall be maintained in full force and effect until Final PSBN Round 2 Acceptance, unless the Executive Director determines, in such person's sole discretion, to earlier exonerate all or any portion of the performance bond.

22.5.4. Materials and Labor Bond for PSBN Round 2

Prior to commencing Work for PSBN Round 2, Contractor shall file with the Authority, a materials and labor bond (payment bond), in the amount of Five (\$5) Million in order to assure the payment of claims of any of the persons named in California Civil Code Section 9100, including, but not limited to, materialmen, mechanics, Subcontractors, and laborers performing labor upon or bestowing skills or other necessary services on, or furnishing materials to the Work of the Contractor or its Subcontractors. This payment bond shall be so conditioned as to inure to the benefit of persons furnishing materials for or performing labor upon the Work. This payment bond shall be maintained by the Contractor in full force and effect until Final PSBN Round 2 Acceptance, and until all payment bond claims are paid or fully resolved, unless the Executive Director determines, in such

person's sole discretion, to earlier exonerate all or any portion of the payment bond."

- 6.17 Section 24.4.1. within Section 24.4. (Limitation of Liability) of the Base Document of the Agreement is revised to include new Section 24.4.1.2. (PSBN Round 2) as follows:

"24.4.1.2. PSBN Round 2

With respect to PSBN Round 2 Work, except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than 1.75 times the Maximum Contract Sum for PSBN Round 2, which is Fifteen Million, Nine-Hundred and Eighty-Eight Thousand, One Hundred and Eighty-Seven Dollars (\$15,988,187). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages."

- 6.18 The Authority will provide Contractor access to all of the PSBN Round 2 Collocation Sites.

7. Amendments to Agreement Exhibits.

- 7.1 The Agreement is revised to include new Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications) which reflects the Work the Contractor will perform as part of PSBN Round 2 and is attached to this Amendment No. 35 and is incorporated herein by this reference.
- 7.2 Exhibit C.1 (PSBN Payment Summary) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (PSBN Payment Summary) to reflect the inclusion of PSBN Round 2, which is attached to this Amendment No. 35, and is incorporated herein by this reference.
- 7.3 Exhibit C.3 (Phase 2 – Site Construction & Site Modification) and Exhibit C.4 (Phase 3 – Supply PSBN Components) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.3 (Phase 2 – Site Construction & Site Modification) and Exhibit C.4 (Phase 3 – Supply PSBN Components) to reflect the use of certain equipment in PSBN Round 2, which is attached to this Amendment No. 35, and is incorporated herein by this reference.
- 7.4 Exhibit C (Schedule of Payments) is revised to include new Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials), which is attached to this Amendment No. 35, and is incorporated herein by this reference.

- 7.5 Exhibit C (Schedule of Payments) is further revised to include new Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials), which is attached to this Amendment No. 35, and is incorporated herein by this reference.
- 7.6 Exhibit C (Schedule of Payments) is further revised to include new Exhibit C.22 (PSBN Round 2 Unit Pricing), which is attached to this Amendment No. 35, and is incorporated herein by this reference.
- 7.7 Exhibit P (Site Acceptance Certificate), which is attached to this Amendment No. 35, is added to the Agreement and is incorporated herein by this reference.
- 8. This Amendment No. 35 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 8.1 An authorized agent of Contractor has executed this Amendment No. 35;
 - 8.2 Los Angeles County Counsel has approved this Amendment No. 35 as to form;
 - 8.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 35; and
 - 8.4 The Executive Director of the Authority has executed this Amendment No. 35.
- 9. [YET TO BE AGREED TO AND FINALIZED BY PARTIES] With the exception of Sections 1.4.5, 1.6, 4 (excluding 4.1.2.1(a)(i)(4), 4.1.2.1(b), 4.1.2.3, 4.2, 4.3, and 4.5), 5, 9.3, 11.3, 12 (except 12.1), 13, 14 (excluding new Section 14.5), 15 (excluding new Section 15.3), 17, 20 (excluding new Section 20.1.1), 22 (excluding new Section 22.5), 28(j), 30, 34.3.1(e), 34.3.2 (b and c), Exhibit A (Statement of Work) but not including Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications), Exhibit B (Technical Specifications), Exhibit D, Exhibit J (Confidential Supplement), portions of Exhibit K to be agreed to by parties, and Exhibit M (Hydra Software License) that will not apply to PSBN Round 2 Work, and except as expressly provided in this Amendment No. 35, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
- 10. Contractor and the person executing this Amendment No. 35 on behalf of Contractor represent and warrant that the person executing this Amendment No. 35 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 35, and that all requirements of Contractor to provide such actual authority have been fulfilled.

11. This Amendment No. 35 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

**AMENDMENT NUMBER THIRTY-FIVE
TO AGREEMENT NO. LA-RICS 008
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –
PUBLIC SAFETY BROADBAND SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 35 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

Scott Edson
Executive Director

By: _____

Howard Chercoe
Motorola Vice President

APPROVED AS TO FORM FOR THE
LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY:

MARY C. WICKHAM
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

TABLE OF CONTENTS

Section 1: PSBN Round 2 Statement of Work

1.1	Statement of Work Overview	1
1.2	Detailed Responsibilities Matrix	2

Section 2 – Technical Specifications

2.1	PSBN Round 2 Urban Sites (17 Sites)	13
2.1.1	Environmental Monitoring Services & Geo-Technical Reports	13
2.2	PSBN Round 2 collocation Sites (9 Sites)	13
2.2.1	Site Civil Improvements	13
2.2.1.1	A&E Site Services	13
2.2.1.2	Site Construction Services	13
2.2.1.3	RF Component Installation	14
2.2.1.4	Site Constructions Assumptions, Exclusions, & Qualifications.....	14
2.2.1.5	LTE Base Stations (RBS)	14
2.2.1.6	LTE RF Distribution (Antennas & Lines)	14
2.2.2	Backhaul Subsystem (TMR Cabinet)	14
2.2.3	Power Subsystem (DC Cabinet & Generators)	15
2.2.4	H-Frame & Miscellaneous Parts.....	15
2.3	Time & Material Rates	Error! Bookmark not defined.
2.3.1	Hourly Rates for MSI Services	15
2.3.1.1	Construction Related Service	15
2.3.1.2	Non-Construction Related Services.....	15
2.3.2	Rates for 3 rd Party Services	15
2.3.3	Material Procurement.....	15

SECTION 1: PSBN ROUND 2 STATEMENT OF WORK

1.1 STATEMENT OF WORK OVERVIEW

Motorola Solutions, Inc. (“Motorola” or “Contractor”) will provide the Los Angeles Regional Interoperable Communications System (“LA-RICS”, “Customer”, or the “Authority”) with new equipment to expand the existing LTE system, also referred to as Public Safety Broadband Network (PSBN), by twenty-six (26) sites. The equipment will be a mix of currently warehoused equipment and new equipment. Seventeen (17) of the sites will consist of completely new equipment while the remaining nine (9) sites will require a combination of existing and new equipment.

Motorola will be performing site development and equipment installation services at nine (9) of the twenty-six (26) new PSBN Round 2 sites. These sites are all co-located sites with the LMR project, PSBN Round 2 Collocation Sites. As part of this scope, Motorola will conduct the applicable analysis to confirm each PSBN Round 2 Collocation Site has adequate towers, utilities, clear ground space, open tower space, etc. to support the proposed equipment. For the seventeen (17) non-installation sites, PSBN Round 2 Urban Sites, the project scope is complete upon equipment delivery to Motorola's storage facility, to the site, or to a location otherwise authorized by the Authority.

Table 1-1: Nine (9) PSBN Round 2 Collocation Sites

Site ID	Site Name
BUR1-2	Burnt Peak 2
FRP2	Frost Peak 2
LPC2	Loop Canyon 2
MML2	Magic Mountain Link 2
MTL3	Mount Lukens 3
PMT2	Pine Mountain 2
PRG2	Portal Ridge 2
WMP2	Whitaker Middle Peak 2
WTR2	Whitaker Ridge 2

The LTE and supporting equipment will be “cold-installed” only. No programming or configuration services are included in this effort and is the responsibility of the Authority and/or its partners.

No Geotechnical Reports or Environmental Monitoring has been included in this project scope. If required, this can be quoted and provided through the change order pursuant to Section 2 (Changes to the Agreement) of the Base Document.

Detailed responsibilities and scope of both Motorola and the Authority are defined in the following section. Any additions, removals, or modifications to this Exhibit will require a change order unless any such addition, removal, or modification is required to correct an

error caused or created by Contractor, excluding the Authority verified Bill of Materials (BOM).

1.2 DETAILED RESPONSIBILITIES MATRIX

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration. The placement of PSBN Round 2 equipment at the 9 collocation sites is an incremental addition to the work that is yet to be performed by Motorola for these sites. It is the expectation of the Authority, that the planning and construction of both the LMR and PSBN Round 2 sites will be done concurrently.

Tasks	Contractor	Authority
SECTION A – PHASE 1		
PROJECT INITIATION		
Task A.1 – Contract Finalization and Team Creation (All 26 Sites)		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Task A.1 Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Task A.2 – Project Administration (All 26 Sites)		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m., or as otherwise directed by the Authority.	X	
Prepare and deliver monthly project reports	X	
Pro-actively, expeditiously and creatively resolve problems and issues that may occur during the course of the Project;	X	X
On a Time and Materials basis pursuant to Section 2 (Changes to the Agreement) of the Base Document, provide staff to assist and support the	X	

EXHIBIT A.1**PSBN Round 2 Statement of Work & Technical Specifications**

Agreement No. LA-RICS 008

Tasks	Contractor	Authority
Authority and its Members, and its third party environmental services consultants, as needed, throughout the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) process (inclusive of full responsibility for environmental compliance monitoring and reporting in accordance with Mitigation Monitoring and Reporting Plan).		
Any and all environmental monitoring.		X
Provide staff to assist and support Authority in satisfying all Grant Funding Requirements	X	
Assist the Authority, or its designee as necessary, with all local, state, and federal environmental laws, codes, or statute	X	
Ensure that all Project Deliverables are delivered on time according to the agreed upon project implementation schedule and in accordance with industry standards.	X	
Review and approve or reasonably reject all Deliverables within eight (8) calendar days, excluding holidays, of receipt.		X
Provide a Staffing Plan through Final PSBN Round 2 Acceptance that includes the organization chart and, the roster identifying names of the assigned individuals, and provide notification of any modifications.	X	X
Project Deliverables, Change Order Request, Requests for Quotes, and Requests for Information will be managed through ProLog. All other communication will occur via telephone, meetings, and emails.	X	X
Upload Change Order Requests to ProLog.	X	
Review Changed Order Requests uploaded to ProLog with seven business days.		X
Task A.2 Deliverable: Completed and approved project milestones throughout the project.		
Task A.3 – Project Kickoff (All 26 Sites)		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Present project schedule.	X	
Review SOW responsibilities and project schedule.	X	X
Provide a qualified project scheduler who will maintain and update the schedule on a regular basis. At a minimum the schedule will include site selection, site acquisition (if applicable), permit approvals (e.g. planning and zoning, special use), architectural, and engineering design plan. The schedule will include all major and significant tasks and milestones.	X	
Report schedule variances to critical path items as they are identified	X	
Schedule Site Construction Drawing Design Reviews	X	X
Task A.3 Deliverable: Completed project kickoff, scheduled Design Review, and submission of a Authority approved Project Schedule reflecting the completion of the co-location site builds and equipment delivery within the agreed upon project implementation schedule.		

Tasks	Contractor	Authority
Task A.4 – Design Review (9 PSBN Round 2 Collocation Sites) & Equipment Verification (17 PSBN Round 2 Urban Sites)		
Review operational requirements.	X	X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, construction equipment staging, parking, constructability, etc.)	X	
If additional site design visit is required as a result of changes proposed by the Authority, additional charges will apply.		X
Conditions unknown at the time of site walk are excluded. The Scope is based upon current understanding of the LMR site design.	X	
Present the system design and implementation plan for each project site.	X	
Present installation plan. (9 PSBN Round 2 Collocation Sites only)	X	
Validate that Customer sites can accommodate proposed equipment. (9 PSBN Round 2 Collocation Sites only)	X	X
Provide approvals required to add equipment to proposed existing sites. (9 PSBN Round 2 Collocation Sites only)		X
Review safety, security, and site access procedures. (9 PSBN Round 2 Collocation Sites only)	X	
Finalize site development plan for the nine PSBN Round 2 Collocation Sites. (9 PSBN Round 2 Collocation Sites only)	X	
Present equipment layout plans and system design drawings. (9 PSBN Round 2 Collocation Sites only)	X	
Provide demarcation points. (9 PSBN Round 2 Collocation Sites only)	X	
Assume liability and responsibility for proving all information necessary for complete installation. (9 PSBN Round 2 Collocation Sites only)	X	X
Assume responsibility for any risk or issues outside of Motorola Solutions' control and outside the scope of this Exhibit.		X
Complete the required forms required for frequency coordination and licensing.		X
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including Technical Specifications, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Execute Change Order, pursuant to Section 2 (Changes to the Agreement) of the Base Document, in accordance with all material changes to the Contract resulting from the Design Review.	X	
Task A.4 Deliverable: Finalized design documentation based upon mutual acceptance by both parties of the design, along with any relevant Change Order documentation.		
SITE PREPARATION		
Task A.5 – Site Access (9 PSBN Round 2 Collocation Sites)		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X

Tasks	Contractor	Authority
Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment, based on Contractor's design parameters.	X	X
Obtain requisite building permits and assist the Authority with obtaining site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections as may be needed.	X	
Obtain site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Task A.6 – Site Planning (9 PSBN Round 2 Collocation Sites)		
Provide necessary ground space, equipment shelters, and towers for installation of system equipment based on Contractor design parameters.		X
Provide the R56 specifications for space, power, grounding, HVAC, and connectivity requirements at each site. Contractor to provide the Authority with the latest version of R56.	X	
Provide adequate electrical power in proper phase, voltage, and amperage at sites within the fenced site area.		X
Pursuant to completion in the LMR project scope, provide structural and foundation drawings of the towers and site locations, along with geotechnical reports, in order to facilitate a structural analysis.	X	
Perform structural analysis of towers or other structures to confirm that they are capable of supporting proposed and future antenna loads.	X	
Slope stability analyses, if needed by AHJ are excluded. If required, this can be priced on a site-specific basis.		X
Tower mapping, if required, is excluded.		X
Photo simulations, renderings and 3D modeling, if required will be addressed via the change order process.		X
Electrical load studies are understood to be include in the LMR project design scope. If removed or omitted from the LMR process electrical load studies are not included in this scope and will be addressed via change order.		X
Confirm that there is adequate utility service in the LMR design to support the new equipment and ancillary equipment. If not included or removed from the LMR scope this is responsibility of the Authority.	X	
Modify towers or other structures during the LMR design process to ensure that they are capable of supporting proposed and future antenna loads. If not included or removed from the LMR scope this is responsibility of the Authority.	X	
Authority will provide antenna specifications for PSBN Round 2 Collocations Sites.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, construction equipment staging, parking, constructability, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, and connectivity requirements.		X
Conduct one three-point ground resistance test of each site.	X	
Prepare and submit Electromagnetic Energy (EME) plans for the site (as licensee) to demonstrate compliance with FCC RF Exposure Guidelines.		X

EXHIBIT A.1**PSBN Round 2 Statement of Work & Technical Specifications**

Agreement No. LA-RICS 008

Tasks	Contractor	Authority
Prepare site construction drawings showing the layout of new and existing equipment.	X	
Construction drawings to be created during live review with customer decision makers present in the room for live or future approval. Any approvals not committed live need to be completed within 15 business days. Authority directed changes to the construction drawings subsequent to approval will result in additional charges.	X	X
Review and approve site construction drawings. One review cycle is included. Additional reviews can be included on a Time & Materials basis.		X
Obtain the permits needed to complete site development, including electrical, building, and construction permits.	X	
Obtain all required building permits.	X	
Obtain all other required Jurisdictional Approvals (excluding building permits) for work, including, licenses, certificates, entitlements, variances and other approvals required by law;		X
Motorola will assist the Authority with permitting and jurisdictional approval from the USFS.	X	
Pay for application fees, taxes, and recurring payments for lease/ownership of property.		X
Any capital improvement or maintenance costs associated with site access are excluded.		X
Contractor is required to design based on available clear ground and tower space is available for installation of the new equipment. If adequate ground space is not available Contractor will notify the Authority who will be responsible for remediation.	X	
After completing of Phase 1 any additional A&E support, other than documentation of field changes/redlines, responding to subcontractor RFI's, publishing change documents, will be conducted on T&M basis pursuant to the change order process and hourly rate tables.		X
Utility power is assumed to be available within the site polygon of the LMR system project.	X	X
Task A.6 Deliverable: Design, permitting, and zoning are completed at each PSBN Round 2 Collocation Site demonstrated by submission of ready to issue (RTI) construction drawings and submission of building permit.		
Task A.7 – General Site Improvements (9 PSBN Round 2 Collocation Sites)		
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Hazmat remediation or abatement is excluded. If required, this can be priced on a site and condition specific basis.		X
Authority will provide power requirements for PSBN Round 2 Collocation Sites.		X
As captured in the LMR design. Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling. If not included or removed from the LMR scope this is responsibility of the Authority.	X	
Utility applications, fees, easement agreements, as required by the utility company are all customer responsibility.		X

Tasks	Contractor	Authority
Provide obstruction-free area for the cable run between the demarcation point and system equipment.	X	
Contractor to provide fuel for generators.	X	
Construction pricing assumes construction mobilization in parallel with LMR construction mobilization.	X	
Perform all other site improvement tasks not specifically outlined in this Exhibit.		X
Costs for delays resulting in remobilization of Contractor crews as a result of Authority direction are excluded.		X
Provide Geotechnical documentation (if completed) for existing and PSBN Round 2 Collocation Sites.	X	X
Task A.7 Deliverable: PSBN Round 2 Collocation Sites meet physical requirements for equipment installation.		
SECTION B – PHASE 2		
SITE DEVELOPMENT		
Task B.1 – Site Construction and Civil Improvements (9 PSBN Round 2 Collocation Sites)		
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes.		x
Perform grading, trenching, compaction, foundation pouring, boring, drainage (limited to grading plan), preparation of environmental reports, mitigation of environmental issues where necessary (to be reimbursed on a Time and Material basis).	X	
Pour concrete slabs to accommodate cabinets and generators described in the Technical Specifications Section.	X	
Provide and install cable tray to support the RF distribution lines described in Technical Specifications Section.	X	
Install ice bridge and install ice shields over equipment and generator to protect from falling ice, on an as-needed site by site basis, which will be addressed via the change order process.		X
Install generator, fuel tank, and transfer switch per site (pursuant to equipment inventory contemplated in the respective BOMs) as described in the Technical Specifications Section	X	
Take all steps necessary to protect Work during construction and to protect any existing structures or other property effected by such construction	X	
Survey the site and chose the optimal location for all included equipment, taking into consideration and, when space allows such placement to occur without removal of existing conditions and without the use of new retaining walls and roads, without blocking ingress/egress to any existing facilities.	X	
Cover costs related to rejection of site by FAA, NEPA, zoning or permitting authorities or CEQA and mitigation measures, unless any such rejection is based on an error or omission of the Contractor.		X
Cover costs related to special inspections and 3rd party inspections, or EOR structural observation if required by local JHA.	X	

Tasks	Contractor	Authority
AQMD permitting fees are the responsibility of Contractor initially, but will be reimbursed by Authority if applicable.	X	
Where existing surface cover (e.g. asphalt, concrete, gravel, etc.) is disturbed or removed for the installation of new facilities (e.g. antenna support structures, cabinets, fuel tanks, etc.), the ground surfaces surrounding the new facilities will be repaired, patched and reinstated on a Time and Material Change Order basis for all asphalt, stone, and concrete surfaces.	X	
For all sites, all required warning and informational signs (including, but not limited to, FCC ASR number, Broadband Technologies Opportunity Program (BTOP) sign, a sign designating the telephone number to be dialed in an emergency, the international symbol of electrical shock hazard, No Trespassing and Maximum Permissible Exposure) will be furnished and installed in appropriate location.	X	
Perform all Work necessary or appropriate to install each PSBN Round 2 Collocation Site to ensure that each PSBN Round 2 Collocation Site, and all of its Subsystems and Components, are fully installed in their respective service environments, as described in this Exhibit and Design Review Documentation.	X	
Ensure that all workmanship under the Agreement will be of a quality that meets or exceeds public safety expectations as defined in this Exhibit. As with all Work, the use of inferior practices or Components whether knowingly or unknowingly by the Contractor may result in the rework or replacement, at the Contractor's expense	X	
Perform all other site improvement tasks not specifically outlined in this Exhibit.		X
Task B.1 Deliverable: PSBN Round 2 Collocation Sites construction tasks completed demonstrated by: installation of equipment cabinets and foundation, installation of emergency backup generator/fuel tank and foundation(s), installation of required underground or overhead electrical and fiber infrastructure on site, installation of fencing/walls on site, site cleanup and restoration, and all grounding of equipment pursuant to permitted construction drawings.		
SECTION C – PHASE 3		
Equipment Ordering and Shipment		
Task C.1 – Equipment Order and Manufacturing (All 26 PSBN Round 2 Collocation Sites and PSBN Round 2 Urban Sites)		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment identified in the equipment list / bill of materials.	X	
Procure non-Motorola Solutions equipment identified in the equipment list / bill of materials.	X	
Task C.1 Deliverable: Equipment procured and ready for shipment.		
Task C.2 – Equipment Shipment and Storage (All 26 PSBN Round 2 Collocation Sites and PSBN Round 2 Urban Sites)		
Provide secure location for all purchased equipment.	X	

Tasks	Contractor	Authority
Retrieve existing equipment inventory and transport to Motorola warehouse. Equipment will be moved in one-mobilization. Additional mobilizations will incur a change order.	X	
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.	X	
Inventory solution equipment ensuring that all equipment is accounted for based on design.	X	
Deliver equipment to sites (Collocation sites only)	X	
Deliver equipment to all Urban Sites		X
Coordinate receipt of and inventory solution equipment with designated contact and collect equipment from storage facilities as necessary.	X	
Task C.2 Deliverable: Purchased equipment delivered and inventoried at warehousing location and ready for installation and delivery to LA-RICS for the 17 PSBN Round 2 Urban Sites / and installation and delivery to the 9 PSBN Round 2 Collocation Sites.		
Task C.3 – Finalize Documentation and Implementation Phase Site Acceptance (17 PSBN Round 2 Urban Sites)		
Provide a shipped equipment inventory report.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> ▪ Equipment Configurations. ▪ Equipment Inventory List. ▪ As-Built Drawings for preconfigured cabinets as provided by Original Equipment Manufacturer (OEM). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Task C.3 Deliverable: All required documents and pass-through manufacturer warranties are provided and approved.		
SECTION D – PHASE 4		
SITE INSTALLATION		
Task D.1 – General Installation (9 PSBN Round 2 Collocation Sites)		
Deliver solution equipment to installation location.	X	
Install all proposed fixed equipment as outlined in the Technical Specifications. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all power cables between H-Frame, TMR, RBS, and DC Power cabinets, and existing LMR generator.	X	
Ensure that AC suppression is installed to protect installed equipment.	X	

Tasks	Contractor	Authority
Connect installed equipment to the site ground system to R56 Standards.	X	
Label equipment, cabinets, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Install equipment in compliance with all applicable codes, ordinances and regulations as well as applicable national and industry standards.	X	
Install all Components in a neat symmetrical appearance and install in a highly stable and rigid manner meeting local and Zone 4 seismic requirements.	X	
Perform all other equipment installation tasks not specifically outlined in this Exhibit.		X
Task D.1 Deliverable: Equipment installed.		
Task D.2 – Antenna and Transmission Line Installation (9 PSBN Round 2 Collocation Sites)		
Install LTE antennas, including supplying and installing new mounts as specified by the Authority.	X	
Where possible, without modification to surrounding landscape, install antennas in avoidance of line-of-sight obstructions.	X	
Install transmission lines identified in the equipment list / bill of materials.	X	
Perform sweep tests and PIM tests on transmission lines.	X	
Provide and install attachment hardware for supporting transmission lines on antenna support structure.	X	
Expand existing ground buss bar at the bottom of each antenna support structure, as required.	X	
Task D.2 Deliverable: Antenna and Transmission Line installed.		
Task D.3 – LTE and Power Equipment Installation and Configuration (9 PSBN Round 2 Collocation Sites)		
Install fixed equipment contained in the equipment list and technical specifications.	X	
Provide backhaul connectivity and associated equipment for all sites.		X
Task D.3 Deliverable: Remote PSBN Round 2 Collocation Site equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
Task D.4 – R56 Site Audit (9 PSBN Round 2 Collocation Sites)		
Perform R56 site-installation quality-audits, verifying proper physical installation configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	

Tasks	Contractor	Authority
Task D.4 Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Task D.5 – Acceptance Testing (9 PSBN Round 2 Collocation Sites)		
Verify basic functionality of the equipment supplied by Motorola Solutions, as contracted. Tests will include <ul style="list-style-type: none"> All connections are verified and tested All cabling is verified for continuity Verify power continuity from the H-Frame to equipment Verify primary and backup power are operational 	X	
Witness basic level testing conducted by Motorola.		X
Document all issues that arise during the acceptance tests.	X	
Resolve any minor task failures before Final PSBN Round 2 Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major test as contractually described fails, repeat that particular test after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor test failures before Final PSBN Round 2 Acceptance.	X	
Execute site acceptance on a site by site basis.	X	
Task D.5 Deliverable: Completion of functional testing and approval by Customer demonstrated by way of Site Acceptance Certificate for each PSBN Round 2 Collocation Site.		
PROJECT TRANSITION		
Task D.6 – Project Completion (9 PSBN Round 2 Collocation Sites)		
Resolve punchlist items, documented during the Acceptance phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Task D.6 Deliverable: Migration to new system completed, and punchlist items resolved.		
Task D.7 – Transition to Warranty (9 PSBN Round 2 Collocation Sites)		
Provide passthrough warranty, if any, for new equipment will be extended to the Authority. No extended warranty or warranty for existing equipment is included.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X

EXHIBIT A.1**PSBN Round 2 Statement of Work & Technical Specifications**

Agreement No. LA-RICS 008

Tasks	Contractor	Authority
Task D.7 Deliverable: Service information delivered and approved by Customer		
Task D.8 – Finalize Documentation and Site Acceptance (9 PSBN Round 2 Collocation Sites)		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> ▪ Site Block Diagrams. ▪ Precise site location and boundaries. ▪ As-Built /Record Drawings. ▪ Site Equipment Rack Configurations. ▪ Antenna Network Drawings for RF Sites (where applicable). ▪ Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. Drawings will be delivered in Adobe PDF format. ▪ Tape drop. ▪ Antenna Line Sweeps. ▪ Azimuth per RFDS. ▪ PIM testing. ▪ Ground test. ▪ Reasonable photo checklist. ▪ Structural tower calculations (as conducted). Any additional items are all excluded and additional costs will apply if customer requires additional material for closeout.	X	
Receive and approve documentation.		X
Execute PSBN Round 2 Site Implementation Phase Acceptance on a site by site basis for the PSBN Round 2 Collocation Sites.	X	X
Task D.8 Deliverable: All required documents are provided and approved. Final PSBN Round 2 Acceptance is achieved pursuant to Section 14.4.3 of the Base Document of the Agreement.		

SECTION 2 – TECHNICAL SPECIFICATIONS

2.1 PSBN ROUND 2 URBAN SITES (17 SITES)

Motorola will be providing equipment for seventeen (17) urban area LTE sites. No services, including but not limited to, installation, configuration, programming, and testing are included for the new equipment. The detailed BOM has been provided to Motorola by the Authority and any modifications to the list will require a change order.

The equipment lists located in Exhibit C.21 has been provided Motorola and verified as accurate by the Authority. The equipment for these sites are being provided without installation, configuration, or testing services.

2.1.1 Environmental Monitoring Services & Geo-Technical Reports

No environmental monitoring services or geo-technical reports are included in this scope. Services can be provided on a time and materials basis if desired.

2.2 PSBN ROUND 2 COLLOCATION SITES (9 SITES)

2.2.1 Site Civil Improvements

2.2.1.1 A&E Site Services

Motorola has included select Architectural & Engineering Services in this scope to build out the 9 PSBN Round 2 Collocation Sites based on the specific services and corresponding costs set forth in Exhibit C (Schedule of Prices), in particular Exhibit C.20 (PSBN Round 2 Collocation Site Bill of Materials). Any additions, removals, or modifications of A&E services will require a change order.

The services located in Exhibit C.20 (PSBN Round 2 Collocation Site Bill of Materials) has been provided Motorola and verified as accurate by the Authority.

2.2.1.2 Site Construction Services

Motorola has included select Site Construction and Installation Services in this Scope of Work to build out the 9 PSBN Round 2 Collocation Sites. The Work will be performed pursuant to the Authority approved Design Review Documents and Exhibit C (Schedule of Prices) in particular Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials) for each PSBN Round 2 Collocation Site.

The services located in Exhibit C.20 (PSBN Round 2 Collocation Site Bill of Materials) has been provided Motorola and verified as accurate by the Authority.

2.2.1.3 RF Component Installation

Motorola has included select RF Installation Services in this scope to build out the 9 PSBN Round 2 Collocation Sites. The Work will be performed pursuant to the Authority approved Design Review Documents and Exhibit C (Schedule of Prices) in particular Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials) for each PSBN Round 2 Collocation Site.

The services located in Exhibit C.20 (PSBN Round 2 Collocation Site Bill of Materials) has been provided Motorola and verified as accurate by the Authority.

2.2.1.4 Site Constructions Assumptions, Exclusions, & Qualifications

The Work will be performed pursuant to the Authority approved Design Review Documents and Exhibit C (Schedule of Prices) in particular C.20 (PSBN Round 2 Collocation Sites Bill of Materials) for each PSBN Round 2 Collocation Site. LTE Subsystem (RBS Cabinets)

2.2.1.5 LTE Base Stations (RBS)

For the nine (9) PSBN Round 2 Collocation Sites Motorola will be installing three (3) RBS cabinets per site utilizing a combination of equipment from LA-RICS inventory and new supplemental equipment. The existing equipment utilized in this installation scope is assumed to be in the same configuration as delivered from Motorola during the initial PSBN deployment and in working order.

The detailed BOM has been provided to Motorola by the Authority and modifications, excluding substitutions of approved equal items, to the list will require a change order. The equipment lists located in Exhibit C.20 has been provided by Motorola and verified as accurate by the Authority.

2.2.1.6 LTE RF Distribution (Antennas & Lines)

For the nine (9) PSBN Round 2 Collocation Sites Motorola will be installing six (6) LTE antennas and related distribution lines per site from existing equipment inventory. The existing equipment is assumed to be in the same configuration as delivered from Motorola during the initial PSBN deployment and in working order. New feeder cables are being provided as part of this scope.

The detailed BOM has been provided to Motorola by the Authority and modifications, excluding substitutions of approved equal items, to the list will require a change order. The equipment lists located in Exhibit C.20 has been provided by Motorola and verified as accurate by the Authority.

2.2.2 Backhaul Subsystem (TMR Cabinet)

For the nine (9) PSBN Round 2 Collocation Sites Motorola will be installing one (1) TMR cabinet per site utilizing existing equipment from LA-RICS inventory. The existing equipment is assumed to be in the same configuration as delivered from Motorola during the initial PSBN deployment and in working order.

The detailed BOM has been provided to Motorola by the Authority and modifications, excluding substitutions of approved equal items, to the list will require a change order. The equipment lists located in Exhibit C.20 has been provided by Motorola and verified as accurate by the Authority.

2.2.3 Power Subsystem (DC Cabinet & Generators)

For the nine (9) PSBN Round 2 Collocation Sites Motorola will be installing one (1) new DC cabinet and generator per site utilizing new DC power equipment and existing Generators from LA-RICS inventory. The existing Generator equipment is assumed to be in the same configuration as delivered from Motorola during the initial PSBN deployment and in working order. The new equipment lists have been provided and validated by LA-RICS.

The detailed BOM has been provided to Motorola by the Authority and modifications, excluding substitutions of approved equal items, to the list will require a change order. The equipment lists located in Exhibit C.20 has been provided by Motorola and verified as accurate by the Authority.

2.2.4 H-Frame & Miscellaneous Parts

For the nine (9) PSBN Round 2 Collocation Sites Motorola will be installing one (1) new H-Frame per site and installing a mixture of existing and new equipment on the H-Frame. The H-Frame equipment and installation is included in the Civil scope.

2.3.1 Hourly Rates for MSI Services

2.2.4.1 Construction Related Service

Construction related services will be based on the Hourly Rates contemplated in Exhibit C (Schedule of Prices), in particular Exhibit C.9 (Hourly Rates).

2.2.4.2 Non-Construction Related Services

Non-Construction related services will be based on the Hourly Rates contemplated in Exhibit C (Schedule of Prices), in particular Exhibit C.9 (Hourly Rates).

2.2.5 Rates for 3rd Party Services

Additional 3rd party services contracted through Motorola not covered in the labor rate table above is subject to a 10% markup of the price charged to Motorola by the subcontractor. Any service changes are subject to a change order.

2.2.6 Material Procurement

Additional material related to this LTE project procured through Motorola is subject to a 10% markup of the price charged to Motorola by the material provider. Any equipment configuration changes are subject to a change order.

SCHEDULE OF PAYMENTS

EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
PSBN WORK (THROUGH AMENDMENT NO. 34)				
Phase 1 - System Design ^(Note 4)	\$ -	\$ 14,460,588	\$ 1,206,987	\$ 13,253,601
Phase 2 - Site Construction and Site Modification ^(Note 4)	\$ -	\$ 19,168,233	\$ 1,870,590	\$ 17,297,643
Phase 3 - Supply PSBN Components	\$ -	\$ 22,203,315	\$ 2,091,311	\$ 20,112,004
Phase 4 - PSBN Implementation	\$ -	\$ 7,181,025	\$ 708,966	\$ 6,472,059
Subtotal (Phases 1 to 4)	\$ -	\$ 63,013,161	\$ 5,877,854	\$ 57,135,307
Phase 5 - PSBN Maintenance (Year 1 Option Term)	\$ -	\$ 2,991,000	\$ -	\$ 2,991,000
Phase 5 - PSBN Maintenance Extension (June 30, 2018)	\$ -	\$ 195,306	\$ -	\$ 195,306
Phase 5 - PSBN Maintenance (Years 2 through 5)	\$ 26,414,061	\$ -	\$ 2,641,406	\$ 23,772,655
Subtotal (Phases 1 to 5)	\$ 26,414,061	\$ 66,199,467	\$ 8,519,260	\$ 84,094,268
Additive Alternate 1 - Home Subscriber Server (HSS) ^(Notes 1, 2, 3)	\$ -	\$ 960,888	\$ 96,089	\$ 864,799
Additive Alternate 2 - Redundant Evolved Packet Core ^(Notes 1, 2, 3)	\$ -	\$ 2,519,662	\$ 251,967	\$ 2,267,695
Additive Alternate 3 - Location Services	\$ -	\$ -	\$ -	\$ -
Maintenance for Additive Alternates 1 to 3 (First 5 Years of Maintenance)	\$ 6,166,090	\$ -	\$ 616,609	\$ 5,549,481
Subtotal (Additive Alternates)	\$ 6,166,090	\$ 3,480,550	\$ 964,665	\$ 8,681,975
Total ([Phases 1-5] + Additive Alternates)	\$ 32,580,151	\$ 69,680,017	\$ 9,483,925	\$ 92,776,243
CELL-ON-WHEELS (COW) WORK				
Phase 1 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 411,713	\$ 41,149	\$ 370,563
Phase 2 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 1,800,330	\$ 180,045	\$ 1,620,286
Phase 3 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 3,452,895	\$ 338,067	\$ 3,114,828
Phase 4 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ 95,485	\$ 9,555	\$ 85,930
OTHER WORK				
Restoration Work	\$ -	\$ 2,378,664	\$ -	\$ 2,378,664
Fiber Optic Equipment and Related Work	\$ -	\$ 1,275,000	\$ 127,500	\$ 1,147,500
Site Construction Changes	\$ -	\$ 666,163	\$ 66,616	\$ 599,535
Claims Settlement	\$ -	\$ 15,764,246	\$ -	\$ -
LA-RICS Deployable Vehicle Readiness Upgrade and Related Work	\$ -	\$ 235,768	\$ 23,577	\$ 212,191
LA-RICS PSBN - Equipment Relocation	\$ -	\$ 208,338	\$ -	\$ 208,338
LA-RICS Public Safety Enterprise Network (PSEN) Services	\$ -	\$ 278,908	\$ -	\$ -

SCHEDULE OF PAYMENTS

EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
PSBN ROUND 2 WORK (Note 5)				
PSBN Round 2 Collocation Sites:				
Performance Bond	\$ -	\$ 28,233	\$ -	\$ 28,233
Project Schedule	\$ -	TBD	\$ -	\$ -
Phase 1 Work	\$ -	\$ 589,530	\$ 58,953	\$ 530,577
Phase 2 Work	\$ -	\$ 1,410,975	\$ 141,098	\$ 1,269,878
Phase 3 Equipment	\$ -	\$ 3,031,455	\$ -	\$ 3,031,455
Phase 3 - Spare Equipment	\$ -	\$ 894,108	\$ -	\$ 894,108
Phase 4 Work	\$ -	\$ 770,317	\$ 77,032	\$ 693,285
Subtotal PSBN Round 2 Collocation Sites (Phases 1 - 4)	\$ -	\$ 6,724,618	\$ 277,082	\$ 6,419,302
PSBN Round 2 Urban Sites:				
Phase 3 Equipment		\$ 2,411,489	\$ -	\$ -
Subtotal for PSBN Round 2 Urban Sites	\$ -	\$ 2,411,489	\$ -	\$ 2,411,489
Total for PSBN Round 2 Work	\$ -	\$ 9,136,107	\$ 277,082	\$ 2,411,489
TOTAL CONTRACT SUM	\$105,383,634			
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum + Total Contract Sum)	\$137,963,785			

* The Authority will authorize payment to Contractor for the amount of the applicable invoices less ten percent (10%) as Holdback for each deliverable under Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications), however not all deliverables (i.e. insurance, bonds) in the Exhibit C, Schedule of Payments, will be subject to a 10% holdback.

Note 1: Pursuant to Amendment No. 2, effective April 7, 2014, the Authority exercised the Unilateral Option Sum for Phase 1 for both Additive Alternate No. 1, System Design for the Home Subscriber Server (HSS), and Additive Alternate No. 2, System Design for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2, in a total amount of \$359,044 was converted into a Contract Sum. The cost for the System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 2. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

SCHEDULE OF PAYMENTS

EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
-------------	-----------------------	------------------------------------	---------------------	----------------------------------

Note 2: Pursuant to Amendment No. 4, effective July 16, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for Home Subscriber Server (HSS), (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC. In connection therewith, the Unilateral Option Sum for (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC; all in a total amount of \$2,962,648 was converted into a Contract Sum. The cost for the Site Construction and Site Modification for Phase 2 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 4. The cost for Supplying PSBN Components for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 4. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 3: Pursuant to Amendment No. 5, effective September 24, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for Home Subscriber Server (HSS), and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for the HSS, and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant EPC; all in a total amount of \$1,184,562 was converted into a Contract Sum. The cost for the PSBN Implementation Work for Phase 4 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 5. The cost for PSBN Implementation Work for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 5. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 4: Pursuant to Amendment No. 7, effective December 31, 2014, credits for Phases 1 and 2 were realized in the amount of \$1,005,807. However, the cost for power load studies in Phase 1 in the amount of \$12,444 was taken from the Credits. The remaining Credit balance of \$991,585 is reserved for use for a future replacement site(s).

Note 5: Pursuant to Amendment No. 35, the Agreement was amended to reflect the inclusion of PSBN Round 2 Work.

SCHEDULE OF PAYMENTS
PSBN ROUND 2
EXHIBIT C.20 & C.21 SUMMARY

Phase	Contract Sum - Full Payable Amount	10% Holdback Amount	Payble Amount Less 10% Holdback Amount
EXHIBIT C.20 (PSBN ROUND 2 COLLOCATION SITE BOMS)			
Performance Bond	\$ 28,233.00	\$ -	\$ 28,233.00
Project Schedule	TBD	\$ -	\$ -
Phase 1 Work	\$ 589,529.97	\$ 58,953.00	\$ 530,576.97
Phase 2 Work	\$ 1,410,975.00	\$ 141,097.50	\$ 1,269,877.50
Phase 3 Equipment	\$ 3,031,454.95	\$ -	\$ 3,031,454.95
Phase 3 Spare Equipment	\$ 894,107.67	\$ -	\$ 894,107.67
Phase 4 Work	\$ 770,316.75	\$ 77,031.68	\$ 693,285.08
PSBN ROUND 2 COLLOCATION SITES TOTAL:	\$ 6,724,617.34	\$ 277,082.17	\$ 6,419,302.17
EXHIBIT C.21 (PSBN ROUND 2 URBAN SITE BOMS)			
Phase 3 Equipment	\$ 2,411,489.24	\$ -	\$ 2,411,489.24
PSBN ROUND 2 URBAN SITES TOTAL:	\$ 2,411,489.24	\$ -	\$ 2,411,489.24
PSBN ROUND 2 TOTAL:	\$ 9,136,106.58	\$ 277,082.17	\$ 8,859,024.41

SITE ACCEPTANCE CERTIFICATE

TO BE FINALIZED BY BOTH PARTIES