



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING

Thursday, October 7, 2021 • 9:00 a.m.

Microsoft Teams Meeting*

Link: [Click here to join the meeting](#)

Call-in Number for Board Members and Public:

Telephone Number: (323) 886-6924

Conference ID: 886 680 557#

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

AGENDA POSTED: October 5, 2021

Complete agendas are available on the Authority's website at <http://www.la-rics.org>.

*The procedures used for this Teleconference Meeting are permitted pursuant to Executive Order N-29-20 issued on March 17, 2020, by the Governor of the State of California.

MEMBERS:		ALTERNATES:	
1.	Fesia Davenport , CEO, County of Los Angeles	1.	John Geiger , General Manager, CEO, County of Los Angeles
2.	Daryl L. Osby , Vice-Chair, Fire Chief, County of Los Angeles Fire Department	2.	Eleni Pappas , Deputy Fire Chief, County of Los Angeles Fire Department
3.	Alex Villanueva , Chair, Sheriff, County of Los Angeles Sheriff's Department	3.	Brain Yanagi , Acting Chief, County of Los Angeles Sheriff's Department
4.	Cathy Chidester , Director, EMS Agency, County of Los Angeles Department of Health Services	4.	Kay Fruhwirth , Assistant Director, EMS Agency, County of Los Angeles Department of Health Services
5.	Vacant Seat , The Los Angeles Area Fire Chiefs Association	5.	Vacant Seat , The Los Angeles Area Fire Chiefs Association
6.	Brian Solinsky , Interim Police Chief, City of South Pasadena Police Department	6.	Vacant Seat , The Los Angeles County Police Chiefs Association
7.	Mark R. Alexander , City Manager, CA Contract Cities Association	7.	Marcel Rodarte , Executive Director, CA Contract Cities Association
8.	David Povero , Chief of Police, City of Covina Police Department	8.	Ric Walczak , Captain, City of Covina Police Department
9.	Mark Fronterotta , Chief of Police, City of Inglewood Police Department	9.	Ed Ridens , Deputy Chief, City of Inglewood Police Department
10.	Brain Leyn , Captain, City of Signal Hill Police Department	10.	Vacant , City of Signal Hill Police Department

OFFICERS:
Scott Edson , Executive Director
Arlene Barerra , County of Los Angeles Auditor-Controller
Keith Knox , County of Los Angeles, Treasurer and Tax Collector
Susy Orellana-Curtiss , Administrative Chief
Beatriz Cojulun , 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 - NONE**
- IV. PUBLIC COMMENTS – NONE**
- V. CONSENT CALENDAR – NONE**
- VI. REPORTS – NONE**
- VII. DISCUSSION ITEMS - NONE**
- VIII. ADMINISTRATIVE MATTERS (A)**
 - A. APPROVE AMENDMENT No. 82 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

It is recommended that your Board:

- 1. Approve Amendment No. 82 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to modify Final LMR System Acceptance withhold payments to a phased subsystem acceptance approach.
- 2. Delegate authority to the Executive Director to execute Amendment No. 82, in substantially similar form, to the enclosed Amendment.

Agenda Item A

- IX. MISCELLANEOUS – NONE**
- X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD**
- XI. CLOSED SESSION REPORT – NONE**
- XII. ADJOURNMENT AND NEXT MEETING:**



Thursday, November 4, 2021, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.



BOARD MEETING INFORMATION

In accordance with Executive Order No. 25-20 on March 17, 2020 by the Governor of the State of California, this Meeting can be conducted via teleconference. Members of the public are invited to participate in the Teleconference meeting via the phone number provided above, and 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) requests 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.)

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 as soon as possible. (323) 881-8291 or (323) 881-8295.

SI REQUIERE SERVICIOS DE TRADUCCION, FAVOR DE NOTIFICAR LA OFICINA LO MAS PRONTO POSIBLE. (323) 881-8291 o (323) 881-8295.

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



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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Monterey Park, California 91754
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<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

October 7, 2021

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

Dear Directors:

APPROVE AMENDMENT NO. 82 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 82 to Agreement No. LA-RICS 007 (Agreement) for the Land Mobile Radio (LMR) System to modify Final LMR System Acceptance withhold payments. This Board letter also notifies the Board of an updated Integrated Master Schedule (IMS) for completion of the LMR Project by October 2023.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve Amendment No. 82 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to modify Final LMR System Acceptance withhold payments to a phased subsystem acceptance approach.
2. Delegate authority to the Executive Director to execute Amendment No. 82, in substantially similar form, to the enclosed Amendment.

BACKGROUND

As your Board is aware, the buildout of the LMR System has extended beyond the initial construction and implementation schedule, which was initially slated to conclude in 2018. The project has experienced a variety of factors which impacted schedule, including but not limited to, adverse weather conditions, the 2020 fire season, the COVID-19 pandemic, frequency interference, and Motorola Solutions, Inc. (MSI) performance issues. For the

AGENDA ITEM A

better part of a year, the Authority has been working with and requiring MSI to provide an updated schedule that both parties can manage to, and that will allow for completion of the LMR System. This Amendment No. 82 allows us to address the lack of an Integrated Master Schedule (IMS) over the last year that resulted in MSI's contract default.

Additionally, Amendment No. 82 also addresses a phased Subsystem approach. In order to address certain frequency interference issues triggered by the FCC's TV-channel repacking with Mexico which resulted in Channel 15 interference to a portion of the LMR System, it was necessary to transition to a phased Subsystem Acceptance approach to account for the need to migrate certain County users (e.g. County of Los Angeles Sheriff's Department [LASD], County of Los Angeles Fire Department [LACOFD]) off their existing systems and onto LMR Subsystems in order to free up spectrum required to complete the LMR system buildout. The Subsystems that form the LMR System include the Analog Conventional Voice Radio Subsystem (ACVRS), Digital Trunked Voice Radio Subsystem (DTVRS), Los Angeles Regional Tactical Communications Subsystem (LARTCS), and Narrowband Mobile Data Network (NMDN). The Authority and MSI worked together to develop a migration plan requiring a phased Subsystem acceptance approach vs. Final System Acceptance to allow for user migration. As a result, withhold payments in the approximate amount of \$7.5M that were originally going to be paid in one lump sum at Final System Acceptance, will now be broken out into six phased payments. Five withhold payments will be due when each of the five Subsystems are accepted for use by the Authority, and the sixth and last payment of \$1.5M will be due at Final LMR System Acceptance.

Before your Board for consideration is Amendment No. 82, which accounts for a Subsystem Acceptance phased approach for paying withhold payments. It also reflects a LMR Project completion date of October 2023.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 82 to modify Final LMR System Acceptance to a phased subsystem acceptance approach. This Board letter also notifies the Board of Final LMR System Acceptance being achieved by October 2023 in accordance with an updated IMS.

FISCAL IMPACT/FINANCING

At present, the activities contemplated in Amendment No. 82 do not increase the Maximum Contract Sum. However, Amendment No. 82 does contemplate explicitly the earlier payments of withhold amounts in a phased approach with Subsystem Acceptance, instead of being paid in one lump sum amount at the end of Final LMR System Acceptance.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions and approved as to form.

CONCLUSION

Upon the Board's approval of the recommended actions, the Executive Director will have delegated authority to proceed in a manner described in the recommended actions.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

TLM:MS

Enclosure

cc: Counsel to the Authority

**AMENDMENT NUMBER EIGHTY-TWO
TO AGREEMENT NO. LA-RICS 007
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM**

RECITALS

This Amendment Number Eighty-Two (together with all exhibits, attachments, and schedules hereto, "Amendment No. 82") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of _____, 2021, based on the following recitals:

The Authority and Contractor have entered into that certain Agreement No. LA- RICS 007 for Los Angeles Regional Interoperable Communications System ("LA-RICS") Land Mobile Radio System, dated as of August 15, 2013 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

The Agreement has been previously amended by Amendment Number One, effective as of September 5, 2013, to exercise the Unilateral Option for all Work pertaining to Phase 1 (System Design), without the Additive Alternates; with no change to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Two, effective as of October 29, 2013, to exercise the Unilateral Option for all Work pertaining to Project Descriptions in Phase 1 (System Design) for the Bounded Area Coverage Additive Alternate; with no change to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Three, effective as of December 19, 2013, to, among other things, exercise the Unilateral Option for all Work pertaining to Contractor's provision and implementation of Specified Equipment (as defined in Amendment No. 3) increasing the Maximum Contract Sum by \$1,285,230, from \$280,354,954 to \$281,640,184.

The Agreement has been previously amended by Amendment Number Four, effective as of December 19, 2013, to, among other things, provide and implement under Phase 1 (System Design) certain additional equipment referred to as "Station B Equipment" increasing the Maximum Contract Sum by \$1,169,047, from \$281,640,184 to \$282,809,231.

The Agreement has been previously amended by Amendment Number Five, effective as of March 27, 2014, to, among other things; include license coordination fees, increasing the Maximum Contract Sum by \$20,240, from \$282,809,231 to \$282,829,472.

The Agreement has been previously amended by Amendment Number Six, effective as of April 17, 2014, to, among other things, upgrade to the Los Angeles Police

Department's Valley Dispatch Center's ("LAPDVDC") Uninterruptible Power Supply ("UPS") to accommodate the installation and deployment of Core 2 at this facility, increasing the Maximum Contract Sum by \$68,146, from \$282,829,472 to \$282,897,618.

The Agreement has been previously amended by Amendment Number Seven, effective as of May 8, 2014, to, among other things, purchase portable radios, radio accessories, consolettes, and consoles; and to add a provision to address potential joint obligations of Authority and Contractor under the Antennae Lease Agreement dated April 17, 2014, between the City of Los Angeles, the Authority, and Contractor; increasing the Maximum Contract Sum by \$5,177,051, from \$282,897,618 to \$288,074,669.

The Agreement has been previously amended by Amendment Number Eight, effective as of August 28, 2014, to purchase additional portable radios and radio accessories; increasing the Maximum Contract Sum by \$3,671,006, from \$288,074,669 to \$291,745,675.

The Agreement has been previously amended by Amendment Number Nine, effective November 19, 2014, to (a) make changes necessary to reflect the removal of one (1) LMR System Site and all the Work and equipment associated with the removal of this site; (b) make the necessary changes to reflect Phase 1 (System Design) Project Description Work only for twenty-six (26) potential replacement sites; (c) exercise the Unilateral Options for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for twenty-six (26) existing LMR System Sites; with no increase to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Ten, effective February 17, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for one (1) potential replacement site; (b) make changes necessary to reflect the removal of four (4) LMR System Sites and all the Work and equipment associated with these sites; (c) make changes necessary to reflect the inclusion of four (4) LMR System Sites and all the Work and equipment associated with 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 LMR System Components), and Phase 4 (LMR System Implementation) for these four LMR System Sites; (d) exercise the Unilateral Options for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for eight (8) LMR System Sites currently contemplated in the Design; (e) allow for two power load studies to be conducted; and (f) make other certain changes as reflected in Amendment No. 10, increasing the Maximum Contract Sum by \$1,101,138, from \$291,745,675 to \$292,846,813.

The Agreement has been previously amended by Amendment Number Eleven, effective April 28, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for two (2) potential replacement sites; (b) make changes

necessary to reflect an existing credit from Amendment No. 3 in the amount of \$547,158 in Phase 3 (Supply LMR System Components) for one (1) LMR System Site, (c) make changes necessary to add project management costs that were inadvertently omitted in Amendment No. 10 in the amount of \$64,282 in Phase 4 (LMR System Implementation) for one (1) LMR System Site, and (d) make other certain changes as reflected in Amendment No. 11, all of which reduced the Maximum Contract Sum by \$459,529, from \$292,846,813 to \$292,387,284.

The Agreement has been previously amended in Amendment Number Twelve, effective August 27, 2015, to (a) make the necessary changes to reflect the shifting of FCC Licensing Work and costs from Phase 3 (Supply LMR System Components) to Phase 1 (System Design) in the amount of \$284,041; (b) make certain changes to reflect the increase of FCC Licensing Work to contemplate the licensing of all UHF T- Band frequencies as referenced in Attachment B, at each of the applicable subsystem sites in order to achieve compliance with the performance criteria set forth in the Agreement, all in the amount of \$139,076; (c) make the necessary changes to reflect the inclusion of a bridge warranty for the Specified Equipment (Core 1, Core 2, repeater sites, Site on Wheels, and Station B Equipment) previously purchased under Amendment No. 3 and Amendment No. 4, to bridge the gap in warranty for this equipment until such time as Final LMR System Acceptance is achieved in the amount of \$647,533; and (d) to purchase portable radios, radio accessories, consolettes, and a control station for the Los Angeles Sheriff's Department Aero Bureau for purposes of mutual aid in the amount of \$386,234; increasing the Maximum Contract Sum by \$1,172,843 from \$292,387,284 to \$293,560,127.

The Agreement has been previously amended to Amendment Number Thirteen effective October 30, 2015 to make the necessary changes to reflect Phase 1 (System Design) Work to add lease exhibits to twenty-nine (29) LMR System Sites; increasing the Maximum Contract Sum by \$14,888 from \$293,560,127 to \$293,575,015.

The Agreement has been previously amended in Amendment Number Fourteen, effective November 17, 2015, to reflect the Work to reprogram UHF frequencies in accordance with Attachment A and purchase upgraded equipment for the County of Los Angeles Sheriff's Department's (LASD) Station B, as well as the Authority's System on Wheels to prepare for use at certain scheduled events in the amount of \$64,256, increasing the Maximum Contract Sum from \$293,575,015 to \$293,639,271.

The Agreement has been previously amended in Amendment Number Fifteen, effective December 17, 2015, to reflect the inclusion of Phase 1 (System Design) Project Description Work for eleven (11) potential replacement sites in the amount of \$128,414, increasing the Maximum Contract Sum from \$293,639,271 to \$293,767,685.

The Agreement has been previously amended in Amendment Number Sixteen, effective December 23, 2015, to (a) reflect the removal of thirty-one (31) LMR System Sites from the scope of Phase 1 (System Design) Work only for a cost reduction in the amount of \$1,132,374; (b) reflect the inclusion of seventeen (17) LMR System Sites into the scope of Phase 1 (System Design) only which includes all Work associated with the

addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$635,537; (c) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for seventeen (17) LMR System Sites; (d) include Phase 1 (System Design) Project Description Work only for one (1) potential replacement site (LACF134) for a cost increase in the amount of \$11,674; (e) account for a comprehensive redesign of the LMR System and all associated Work for a cost increase in the amount of \$1,054,440; (f) reflect the removal, relocation, and deployment of the LMR System Core 2 equipment from Los Angeles Police Department Valley Dispatch Center (LAPDVDC) to Palmdale Sheriff Station (PLM) and necessary Work associated with this relocation and for a cost increase in the amount of \$499,912; increasing the Maximum Contract Sum by \$1,069,189 (\$635,537 + \$11,674 + \$1,054,440 + \$499,912 - \$1,132,374 when taking the above cost increases and decreases into consideration) from \$293,767,685 to \$294,836,874.

The Agreement has been previously amended in Amendment Number Seventeen, effective April 25, 2016, as follows:

- a. Make changes necessary to reflect the removal of thirty-four (34) LMR System Sites 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 reduction in the amount of \$45,143,083.
- b. Make the changes necessary to reflect the inclusion of nineteen (19) LMR System Sites into 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 increase in the amount of \$23,677,589.
- c. Re-baselining of the project management overhead expenses, attributable in the Agreement to each phase of the work that contemplates project management fees, to more accurately reflect the current project scope, and to establish a formula to more accurately price the net impact on project management overhead expenses of any subsequent addition or removal of sites. The re-baseline removes costs on a per site basis to a new per phase deliverable as contemplated in Amendment No. 17 in the amount of \$8,207,108. This re-baselining does however result in a net cost reduction in the amount of \$572,826 which is contemplated in the re-baseline.
- d. Reconcile equipment necessary for certain LMR System Sites as well as the logging recorder as a result of redesign for a cost increase in the amount of \$3,171,159.
- e. Exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation)

respectively, for those LMR System Sites contained in the LMR System reflecting the reconciliation of sites contemplated in Amendment No. 17.

- (e) Decreasing the Maximum Contract Sum by \$10,087,227 (-\$45,143,083 + \$23,677,589 + \$8,207,108 + \$3,171,159) when taking the above cost increases and decreases into consideration) from \$294,836,874 to \$284,749,647.
- (f) Make other certain changes as set forth in Amendment No. 17.

The Agreement has been previously amended in Amendment Number Eighteen, effective May 4, 2016, to (a) reflect the inclusion of eight (8) LMR System Sites into the scope of Phase 1 (System Design) Work only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$76,136; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for eight (8) LMR System Sites; (c) reflect the inclusion of Phase 1 (System Design) Project Description Work for four (4) LMR System Sites for a cost increase in the amount of \$46,696; and (d) increasing the Maximum Contract Sum by \$122,832 (\$76,136 + \$46,696), when taking the cost increases into consideration from \$284,749,647 to \$284,872,479.

The Agreement has been previously amended in Amendment Number Nineteen, effective May 5, 2016, to make changes necessary to (a) reflect the removal of one (1) LMR System Site 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) for a cost reduction in the amount of \$1,192,712, which includes a reduction in the amount of \$20,322 for project management costs for this site; (b) reconcile equipment necessary for certain LMR System Sites as a result of redesign for a cost increase in the amount of \$1,197,256; increasing the Maximum Contract Sum by \$4,544 (\$1,197,256 - \$1,192,712), when taking the cost increases and decreases into consideration, from \$284,872,479 to \$284,877,023; and (c) make other certain changes as set forth in Amendment No. 19.

The Agreement has been previously amended in Amendment Number Twenty, effective September 28, 2016, to make changes necessary to (a) reconcile nine (9) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$367,144, (b) include 3D Modeling Work for certain LMR System Sites for a cost increase in the amount of \$6,534; (c) remove Site Lease Exhibit Work for certain LMR System Sites for a cost decrease in the amount of \$14,884; (d) increasing the Maximum Contract Sum by \$358,794 (\$367,144 + \$6,534 - \$14,884) from \$284,877,023 to \$285,235,817 when taking the cost increases and decreases into consideration and (e) make other certain changes as set forth in Amendment No. 20.

The Agreement has been previously amended in Amendment Number Twenty-One, effective October 27, 2016, to make changes necessary to reflect (a) the replacement of one (1) LMR System Site Johnstone Peak (JPK) with site Johnstone Peak 2 (JPK2) by (1) removing site JPK 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; and (2) include the JPK2 site into 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, with the equivalent scope and cost for all Phases as JPK resulting in a cost neutral replacement; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) only for the replacement site Johnstone Peak 2; (c) reconcile ten (10) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$804,944; (d) remove five (5) Project Descriptions from the scope of Phase 1 Work for a cost decrease in the amount of \$58,370; (e) make changes necessary to reflect an administrative revisions for a cost decrease in the amount of \$32,001; (f) increasing the Maximum Contract Sum by \$714,573 (\$804,944 - \$58,370 - \$32,001) from \$285,235,817 to \$285,950,390, when taking the cost increases and decreases into consideration; and (g) make other certain changes as set forth in Amendment No. 21.

The Agreement has been previously amended in Amendment Number Twenty-Two, effective November 17, 2016, to make changes necessary to reflect (a) the reconciliation of three (3) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$476,676; (b) increasing the Maximum Contract Sum by \$476,676 from \$285,950,390 to \$286,427,066, when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 22.

The Agreement has been previously amended in Amendment Number Twenty-Three, effective December 21, 2016, to make changes necessary to (a) include four (4) LMR System Sites and all Work and equipment associated with these sites into Phase 1 (System Design) to be contemplated in the LMR System for a cost increase in the amount of \$36,068; (b) exercise the respective Unilateral Options all Phase 1 (System Design) Work pertaining to the four (4) LMR System Sites; (c) purchase certain Radio Equipment to be used with Authority's User Equipment for a cost increase in the amount of \$948; (d) increase the Maximum Contract Sum by \$39,016 from \$286,427,066 to \$286,466,082, when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 23.

The Agreement has been previously amended in Amendment Number Twenty-Four effective January 25, 2017, to make changes necessary to reflect (a) the reconciliation of six (6) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,379,232; (b) increase the Maximum Contract Sum by \$2,379,232 from \$286,466,082 to \$288,845,314, when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 24.

The Agreement has been previously amended in Amendment Number Twenty-Five effective March 20, 2017, to make changes necessary to reflect (a) the

reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670; (b) the inclusion of three (3) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$4,684,205 (c) increase the Maximum Contract Sum by \$4,353,535 from \$288,845,314 to \$293,198,849, when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 25.

The Agreement has been previously amended in Amendment Number Twenty-Six, effective April 13, 2017, to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,336,048; (b) 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 exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$64,744 (c) increase the Maximum Contract Sum by \$2,400,792 from \$293,198,849 to \$295,599,641, when taking the cost increase into consideration; and (d) make other certain changes as set forth in Amendment No. 26.

The Agreement has been previously amended in Amendment Number Twenty-Seven, effective June 1, 2017, to make changes necessary to reflect (a) the reconciliation of two (2) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$355,410 (b) the inclusion of two (2) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,439,627 (c) make changes necessary to reflect an administrative reconciliation, a reconciliation related to dropped sites, and a reconciliation related to services performed in Phase 1 for a cost decrease in the amount of \$3,434,574; (d) increase the scope to include all Work necessary to implement an environmental Mitigation Monitoring and Reporting Plan into the LMR program to assess and ensure mitigation measures are met for a cost increase in the amount of \$2,912,356, (e) increase the Maximum Contract Sum by \$561,999 from \$295,599,641 to \$296,161,640 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in Amendment No. 27.

The Agreement has been previously amended in Amendment Number Twenty-Eight, effective August 21, 2017, to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site to align with the updated LMR System Design for a cost increase of \$868,771 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$31,487; (c) increase the Maximum Contract Sum by \$900,258 from \$296,161,640 to \$297,061,898 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 28.

The Agreement has been previously amended in Amendment Number Twenty-Nine, effective September 07, 2017, 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 \$1,170,471 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$31,922; (c) increase the Maximum Contract Sum by \$1,202,393 from \$297,061,898 to \$298,264,291 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 29.

The Agreement has been previously amended in Amendment Number Thirty, effective November 09, 2017, to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Site to align with the updated LMR System Design for a cost decrease of \$1,664,767 (b) 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 \$1,228,018 (c) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$4,195; (d) upgrade equipment for the Multiprotocol Label Switching (MPLS) Mobile Backhaul which will provide the backhaul capacity necessary for network performance reliability and functionality for a cost increase in the amount of \$2,200,000; (e) increase the Maximum Contract Sum by \$1,767,446 from \$298,264,291 to \$300,031,737 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in Amendment No. 30.

The Agreement has been previously amended in Amendment Number Thirty-One, effective February 28, 2018, to make changes necessary to reflect (a) certain LMR Change Order Modifications, in particular the installation of tower lighting at Mira Loma (MLM) LMR System Site, for a cost increase in the amount of \$19,573; (d) increase the Maximum Contract Sum by \$19,573 from \$300,031,737 to \$300,051,310 when taking the cost increases into consideration; and (b) make other certain changes as set forth in Amendment No. 31.

The Agreement has been previously amended in Amendment Number Thirty-Two, effective March 1, 2018, to make changes necessary to reflect (a) the reconciliation of 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 Amendment No. 32.

The Agreement has been previously amended in Amendment Number Thirty-Three, effective May 30, 2018, to make changes necessary to reflect (a) certain LMR Change Order Modifications for a cost increase in the amount of \$17,490 (b) increase

the Maximum Contract Sum by \$17,490 from \$295,919,379 to \$295,936,869 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 33.

The Agreement has been previously amended in Amendment Number Thirty-Four, effective July 31, 2018, 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 Amendment No. 34.

The Agreement has been previously amended in Amendment Number Thirty-Five, effective October 11, 2018, 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 Amendment No. 35.

The Agreement has been previously amended in Amendment Number Thirty-Six, effective November 19, 2018, to make changes necessary to reflect (a) reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$535,981; (b) 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 for a cost increase in the amount of \$842,471; (c) incorporate an LMR Change Order Modification for a cost increase in the amount of \$4,952 (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 Amendment No. 36.

The Agreement has been previously amended in Amendment Number Thirty-Seven, effective February 26, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications for a cost increase in the amount of \$56,337; (b) increase the Maximum Contract Sum by \$56,337 from \$298,169,515 to \$298,255,852 when taking the cost increases into consideration; and (c) make other certain changes as set forth in Amendment No. 37.

The Agreement has been previously amended in Amendment Number Thirty-Eight, effective June 11, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 38 that results in a net cost decrease in the amount of \$47,393; (b) decrease the Maximum Contract Sum by \$47,393 from \$298,225,852 to \$298,178,459 when taking the cost increases and decreases into consideration; and (c) make other certain changes as set forth in Amendment No. 38.

The Agreement has been previously amended in Amendment Number Thirty-Nine, effective September 16, 2019, to make changes necessary to (a) reflect a reconciliation related to the Narrowband Mobile Data Network (NMDN) Subsystem resulting in a cost decrease in the amount of \$720,207, (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 39 that results in a cost increase in the amount of \$73,606; (c) decrease the Maximum Contract Sum by \$646,601 from \$298,178,459 to \$297,531,858 when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 39.

The Agreement has been previously amended in Amendment Number Forty, effective September 16, 2019, to make changes necessary to (a) reflect a reconciliation to remove two (2) LMR System Sites, Lower Encinal Pump Station (LEPS) and Winding Way (WWY), from the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) and reconcile the Narrowband Mobile Data Network (NMDN) Subsystem to align with the updated LMR System Design for a net cost decrease in the amount of \$2,053,456; (b) revise Exhibit B (LMR System Specification) to include the scope for certain Work related to Channel 15 and 16 Interference Mitigation resulting in a cost increase in the amount of \$803,207; (c) incorporate certain LMR Change Order Modifications as further described in Amendment No. 40 that results in a cost decrease in the amount of \$10,920; (d) decrease the Maximum Contract Sum by \$1,261,169 from \$297,531,858 to \$296,270,689 when taking the cost increases and decreases into consideration; and (e) make other certain changes as set forth in Amendment No. 40.

The Agreement has been previously amended in Amendment Number Forty-One, effective October 17, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 41 that results in a cost increase in the amount of \$255,975; (b) increase the Maximum Contract Sum by \$255,975 from \$296,270,689 to \$296,526,664 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 41.

The Agreement has been previously amended in Amendment Number Forty-Two, effective February 20, 2020, to make changes necessary to (a) reflect a modification to the scope of the Acceptance Testing Plan (ATP) for a cost decrease in the amount of \$6,512,264; (b) in consideration of the modified ATP scope; (c) reduce certain Pre-Installation Acceptance Testing for a cost decrease in the amount of \$245,663; (d) extend the Bridge Warranty certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2020, for a cost increase in the amount of \$312,897; (e) revise Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan [MMRP]) to reflect collective amounts for LMR Monitoring, Surveys, and Reporting Tasks and LMR Contingency Tasks, which is cost neutral; (f) decrease the Maximum Contract Sum by \$6,445,029 from \$296,526,664 to \$290,081,635 when taking aforementioned actions and costs into consideration; and (g) make other certain changes as set forth in Amendment No. 42.

The Agreement has been previously amended in Amendment Number Forty-Three, effective April 23, 2020, to make changes necessary to (a) reflect a reconciliation of certain equipment which results in a cost decrease in the amount of \$50,313 (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 43 that results in a cost increase in the amount of \$185,344; (c) increase the Maximum Contract Sum by \$135,031 from \$290,081,635 to \$290,216,666 when taking aforementioned actions and costs into consideration; and (d) make other certain changes as set forth in Amendment No. 43.

The Agreement has been previously amended in Amendment Number Forty-Four, effective April 23, 2020, to make changes necessary to (a) reflect a reconciliation related to certain LMR Change Order Modifications as further described in Amendment No. 44 which results in a cost increase in the amount of \$2,609 (b) increase the Maximum Contract Sum by \$2,609 from \$290,216,666 to \$290,219,275 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in Amendment No. 44.

The Agreement has been previously amended in Amendment Number Forty-Five, effective April 23, 2020, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 45 which results in a cost increase in the amount of \$39,050 (b) increase the Maximum Contract Sum by \$39,050 from \$290,219,275 to \$290,258,325 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in Amendment No. 45.

The Agreement has been previously amended in Amendment Number Forty-Six, effective May 11, 2020, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 46 which results in a cost increase in the amount of \$375,728 (b) increase the Maximum Contract Sum by \$375,728 from \$290,258,325 to \$290,634,053 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in Amendment No. 46.

The Agreement has been previously amended in Amendment Number Forty-Seven, effective June 16, 2020, to make changes necessary to (a) reflect a reconciliation of certain equipment which results in a cost decrease in the amount of \$3,130,664; (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 47 which results in a cost increase in the amount of \$634,535; (c) decrease the Maximum Contract Sum by \$2,496,129 from \$290,634,053 to \$288,137,924 when taking aforementioned actions and costs into consideration; and (d) make other certain changes as set forth in Amendment No. 47.

The Agreement has been previously amended in Amendment Number Forty-Eight, effective August 17, 2020, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 48 which results in a cost increase in the amount of \$10,159; (b) increase the Maximum Contract Sum by \$10,159 from \$288,137,924 to \$288,148,083; and (c) make other certain changes as set forth in Amendment No. 48.

The Agreement has been previously amended in Amendment Number Forty-Nine, effective October 2, 2020, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 49, which results in a cost increase in the amount of \$370,007; (b) increase the Maximum Contract Sum by \$370,007 from \$288,148,083 to \$288,518,090; and (c) make other certain changes as set forth in Amendment No. 49.

The Agreement has been previously amended in Amendment Number Fifty, effective November 24, 2020, to make changes necessary (a) reflect a reconciliation to replace one (1) LMR System Site Sunset Ridge (SUN) with the East Sunset Ridge (ESR) site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), all associated Work, and exercising the Unilateral Options of the same, for a net cost increase in the amount of \$1,293,256; (b) extend the Bridge Warranty for certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2021, for a cost increase in the amount of \$393,906; (c) incorporate certain LMR Change Order Modifications as further described in Amendment No. 50, which results in a cost increase in the amount of \$375,108; (d) increase the Maximum Contract Sum by \$2,062,270 from \$288,518,090 to \$290,580,360; and (e) make other certain changes as set forth in Amendment No. 50.

The Agreement has been previously amended in Amendment Number Fifty-One, effective January 14, 2021, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 51, which result in a cost increase in the amount of \$23,977; (b) increase the Maximum Contract Sum by \$23,977 from \$290,580,360 to \$290,604,337; and (c) make other certain changes as set forth in Amendment No. 51.

The Agreement has been previously amended in Amendment Number Fifty-Two, effective January 22, 2021, to make changes necessary to (a) reconcile the Agreement to reflect a reduction in Phase 2 (Site Construction and Site Modification) for a cost decrease in the amount of \$34,203; (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 52, pursuant to Exhibit B.1, Sections 2.1.10 and 2.2.7.3 of the Agreement, which result in a cost increase not to exceed \$34,359; (c) increase the Maximum Contract Sum by a not to exceed amount of \$156 from \$290,604,337 to \$290,604,493 when taking the actions contemplated in Amendment No. 52 into consideration; and (d) make other certain changes as set forth in Amendment No. 52.

The Agreement has been previously amended in Amendment Number Fifty-Three, effective February 11, 2021, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 53 for a cost increase in an amount not to exceed \$342,460; (b) increase the Maximum Contract Sum by an amount not to exceed \$342,460 from \$290,604,493 to \$290,946,953 when taking the actions contemplated in Amendment No. 53 into consideration; and (c) make other certain changes as set forth in Amendment No. 53.

The Agreement has been previously amended in Amendment Number Fifty-Four, effective February 18, 2021, to make changes necessary to (a) reflect a reconciliation related to the Leased Fiber Link between FCCF and PLM for a cost decrease in the amount of \$12,360; (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 54 for a net cost increase in the amount of \$138,707; (c) increase the Maximum Contract Sum by \$126,347 from \$290,946,953 to \$291,073,300 when taking the actions contemplated in Amendment No. 54 into consideration; and (d) make other certain changes as set forth in Amendment No. 54.

The Agreement has been previously amended in Amendment Number Fifty-Five, effective February 18, 2021, to make changes necessary to (a) incorporate certain LMR Change Order Modifications related to the Outdoor Power System and Equipment at Topanga Peak (TOP) for a cost increase in an amount of \$196,126; (b) increase the Maximum Contract Sum by an amount of \$196,126 from \$291,073,300 to \$291,269,426 when taking the actions contemplated in Amendment No. 55 into consideration; and (c) make other certain changes as set forth in Amendment No. 55.

The Agreement has been previously amended in Amendment Number Fifty-Six, effective March 5, 2021, to make changes necessary to (a) reflect a reconciliation to remove five (5) LMR System Sites 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 \$3,645,399; (b) incorporate certain LMR Change Order Modifications related to the Biota Reports Equipment at Topanga Peak (TOP) for a cost increase in an amount of \$13,972; (c) decrease the Maximum Contract Sum by an amount of \$3,631,427 from \$291,269,426 to \$287,637,999 when taking the actions contemplated in Amendment No. 56 into consideration; and (d) make other certain changes as set forth in Amendment No. 56.

The Agreement has been previously amended in Amendment Number Fifty-Seven, effective March 11, 2021, to (a) incorporate (a) incorporate a LMR Change Order Modification related to the Removal of a Subgrade Concrete Structure at Castro Peak (CPK) for a cost increase in an amount of \$8,566; (c) increase the Maximum Contract Sum by an amount of \$8,566 from \$287,637,999 to \$287,646,565 when taking the action contemplated in Amendment No. 57 into consideration; and (d) make other certain changes as set forth in Amendment No. 57.

The Agreement has been previously amended in Amendment Number Fifty-Eight, effective April 2, 2021, to (a) reflect a reconciliation of a modification to the scope of Phase 2 (Site Construction and Site Modification) for one (1) LMR System Site Universal Studios (UNIV) for a cost decrease in the amount of \$57,167; (b) incorporate a LMR Change Order Modification for the UNIV site for a cost increase in an amount of \$61,668; (c) increase the Maximum Contract Sum by \$4,502 from \$287,646,565 to \$287,651,067 when taking the actions contemplated in Amendment No. 58 into consideration; and (c) make other certain changes as set forth in Amendment No. 58.

The Agreement has been previously amended in Amendment Number Fifty-Nine, effective May 14, 2021, to (a) reflect a reconciliation to remove a LMR Change Order Modification for the MTL2 site related to road access for a cost decrease in an amount of \$260,007; (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 59 for a net cost increase in the amount of \$16,130; (c) decrease the Maximum Contract Sum by \$243,877 from \$287,651,067 to \$287,407,190 when taking the actions contemplated in Amendment No. 59 into consideration; and (d) make other certain changes as set forth in Amendment No. 59.

The Agreement has been previously amended unilaterally in Amendment Number Sixty – Unilateral Amendment No. 1, issued May 18, 2021, to make changes necessary to (a) incorporate change orders for the DPK, FRP, MIR and MTL2 sites regarding utility power work and the removal of an existing tower as further described in Unilateral Amendment No. 1 for a not to exceed cost increase in the amount of \$39,866 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$39,866 from \$287,407,190 to \$287,447,056 for the Work contemplated in Unilateral Amendment No. 1; and (c) make other certain changes as set forth in Unilateral Amendment No. 1.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-One – Unilateral Amendment No. 2, issued June 29, 2021, (a) incorporate a change order for the RPVT site for the removal of an extensive amount of concrete debris as further described in Unilateral Amendment No. 2 for a not to exceed cost increase in the

amount of \$257,862 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$257,862 from \$287,447,056 to \$287,704,918 for the Work contemplated in Unilateral Amendment No. 2; and (c) make other certain changes as set forth in Unilateral Amendment No. 2.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Two – Unilateral Amendment No. 3, issued July 13, 2021, (a) incorporate a change order for the East Sunset Ridge (ESR) site to condition and blade the access road as further described in Unilateral Amendment No. 3 for a not to exceed cost increase in the amount of \$14,205 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$14,205 from \$287,704,918 to \$287,719,123 for the Work contemplated in Unilateral Amendment No. 3; and (c) make other certain changes as set forth in Unilateral Amendment No. 3.

The Agreement has been previously amended in Amendment Number Sixty-Three, issued July 20, 2021, to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 63 for a cost increase in the amount of \$10,788; (b) increase the Maximum Contract Sum by \$10,788 from \$287,719,123 to \$287,729,911, when taking the actions contemplated in Amendment No. 63 into consideration; and (d) make other certain changes as set forth in Amendment No. 63.

The Agreement has been previously amended in Amendment Number Sixty-Four, issued July 30, 2021, to (a) incorporate a change order for the Tower Peak (TWR) site related to a Survey for SCE Conveyance as further described in Amendment No. 64 for a cost increase in the amount of \$8,106; (b) increase the Maximum Contract Sum by \$8,106 from \$287,729,911 to \$287,738,017, when taking the actions contemplated in Amendment No. 64 into consideration; and (c) make other certain changes as set forth in Amendment No. 64.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Five – Unilateral Amendment Number Four, issued August 12, 2021, to (a) reconcile Phase 2 Work for the San Pedro Hill (SPH) site reflected in a Change Order Modification as further described in Unilateral Amendment No. 4 for a not to exceed cost increase in the amount of \$945,937; (b) increase the Maximum Contract Sum by \$945,937 from \$287,738,017 to \$288,683,954, for the Work contemplated in Unilateral Amendment No. 4; and (c) make other certain changes as set forth in Unilateral Amendment No. 4.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Six – Unilateral Amendment Number Five, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Magic Mountain Link (MML) site related to additional power utility work as further described in Unilateral Amendment No. 5 for a cost increase in the amount of \$104,344; (b) increase the Maximum Contract Sum by \$104,344 from \$288,683,954 to \$288,788,298, for the Work contemplated in Unilateral Amendment No. 5; and (c) make other certain changes as set forth in Unilateral Amendment No. 5.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Seven – Unilateral Amendment Number Six, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Black Jack Peak (BJM) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 6 for a cost increase in the amount of \$60,220; (b) increase the Maximum Contract Sum by \$60,220 from \$288,788,298 to \$288,848,518, for the Work contemplated in Unilateral Amendment No. 6; and (c) make other certain changes as set forth in Unilateral Amendment No. 6.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Eight – Unilateral Amendment Number Seven, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Castro Peak (CPK) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 7 for a cost increase in the amount of \$78,061; (b) increase the Maximum Contract Sum by \$78,061 from \$288,848,518 to \$288,926,579, for the Work contemplated in Unilateral Amendment No. 7; and (c) make other certain changes as set forth in Unilateral Amendment No. 7.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Nine – Unilateral Amendment Number Eight, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Dakin Peak (DPK) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 8 for a cost increase in the amount of \$66,682; (b) increase the Maximum Contract Sum by \$66,682 from \$288,926,579 to \$288,993,261, for the Work contemplated in Unilateral Amendment No. 8; and (c) make other certain changes as set forth in Unilateral Amendment No. 8.

The Agreement has been previously amended unilaterally in Amendment Number Seventy – Unilateral Amendment Number Nine, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Green Mountain (GRM) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 9 for a cost increase in the amount of \$31,320; (b) increase the Maximum Contract Sum by \$31,320 from \$288,993,261 to \$289,024,581, for the Work contemplated in Unilateral Amendment No. 9; and (c) make other certain changes as set forth in Unilateral Amendment No. 9.

The Agreement has been previously amended unilaterally in Amendment Number Seventy-One – Unilateral Amendment Number Ten, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Los Angeles County Fire Station 072 (LACF072) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 10 for a cost increase in the amount of \$3,367; (b) increase the Maximum Contract Sum by \$3,367 from \$289,024,581 to \$289,027,948, for the Work contemplated in Unilateral Amendment No. 10; and (c) make other certain changes as set forth in Unilateral Amendment No. 10.

The Agreement has been previously amended unilaterally in Amendment Number Seventy-Two – Unilateral Amendment Number Eleven, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Rancho Palos Verdes (RPVT) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 11 for a cost increase in the amount of \$8,044; (b) increase the Maximum Contract Sum by \$8,044 from \$289,027,948 to \$289,035,992, for the Work contemplated in Unilateral Amendment No. 11; and (c) make other certain changes as set forth in Unilateral Amendment No. 11.

The Agreement has been previously amended unilaterally in Amendment Number Seventy-Three – Unilateral Amendment Number Twelve, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Sand Pedro Hill (SPH) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 12 for a cost increase in the amount of \$7,761; (b) increase the Maximum Contract Sum by \$7,761 from \$289,035,992 to \$289,043,753, for the Work contemplated in Unilateral Amendment No. 12; and (c) make other certain changes as set forth in Unilateral Amendment No. 12.

The Agreement has been previously amended unilaterally in Amendment Number Seventy-Four – Unilateral Amendment Number Thirteen, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Tower Peak (TWR) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 13 for a cost increase in the amount of \$54,558; (b) increase the Maximum Contract Sum by \$54,558 \$289,043,753 to \$289,098,311, for the Work contemplated in Unilateral Amendment No. 13; and (c) make other certain changes as set forth in Unilateral Amendment No. 13.

This Agreement has been previously amended unilaterally in Amendment Number Seventy-Five – Unilateral Amendment No. 14, issued September 3, 2021, to (a) incorporate a certain LMR change order for the Rancho Palos Verdes Tee Course (RPVT) site related to utility power work as further described in Unilateral Amendment No. 14 for a cost increase in the amount of \$286,577; (b) increase the Maximum Contract Sum by \$286,577 from \$289,098,311 to \$289,384,888, for the Work contemplated in Unilateral Amendment No. 14; and (c) make other certain changes as set forth in Unilateral Amendment No. 14.

This Agreement has been previously amended unilaterally in Amendment Number Seventy-Six – Unilateral Amendment No. 15, issued September 3, 2021, to (a) incorporate a certain LMR change order for the Topanga Peak (TOP Relay) site related to zoning application as further described in Unilateral Amendment No. 15 for a cost increase in the amount of \$24,740; (b) increase the Maximum Contract Sum by \$24,740 from \$289,384,888 to \$289,409,628, for the Work contemplated in Unilateral Amendment No. 15; and (c) make other certain changes as set forth in Unilateral Amendment No. 15.

This Agreement has been previously amended in Amendment Number Seventy-Seven, issued September 17, 2021, to (a) incorporate certain LMR change orders related

to a power meter payment at the Universal Studios (UNIV) site as well as provisioning and installing bollards at the Frost Peak (FRP) site as further described in Amendment No. 77 for a cost increase in the amount of \$16,130; (b) increase the Maximum Contract Sum by \$16,130 from \$289,409,628 to \$289,425,758, when taking the actions contemplated in Amendment No. 77 into consideration; and (c) make other certain changes as set forth in Amendment No. 77.

The Agreement has been previously amended unilaterally in Amendment Number Seventy-Eight – Unilateral Amendment No. 16, issued September 24, 2021, to (a) incorporate a certain LMR change order for the Burnt Peak 1 (BUR1) site related to utility power work as further described in Unilateral Amendment No. 16 for a cost increase in the amount of \$7,300; (b) increase the Maximum Contract Sum by \$7,300 from \$289,425,758 to \$289,433,058 for the Work contemplated in Unilateral Amendment No. 16; and (c) make other certain changes as set forth in Unilateral Amendment No. 16.

The Agreement has been previously amended unilaterally in Amendment Number Seventy-Nine – Unilateral Amendment No. 17, issued September 29, 2021, to (a) incorporate a certain LMR change order for the San Pedro Hill (SPH) site related to utility power work as further described in Unilateral Amendment No. 17 for a cost increase in the amount of \$41,045; (b) increase the Maximum Contract Sum by \$41,045 from \$289,433,058 to \$289,474,103 for the Work contemplated in Unilateral Amendment No. 17; and (c) make other certain changes as set forth in Unilateral Amendment No. 17.

The Agreement has been previously amended unilaterally in Amendment Number Eighty – Unilateral Amendment No. 18, issued October 4, 2021, to (a) incorporate a certain LMR change order for the Burnt Peak 1 (BUR1) site related to rock coring for caissons which additional tower foundation drilling as further described in Unilateral Amendment No. 18 for a cost increase in the amount of \$18,960; (b) make changes necessary to reflect a reconciliation related to utility power work at Burnt Peak 1 (BUR1) site for a cost decrease in the amount of \$7,300; (c) increase the Maximum Contract Sum by \$11,660 from \$289,474,103 to \$289,485,763 when taking the actions contemplated in Unilateral Amendment No. 18 into consideration; and (c) make other certain changes as set forth in Unilateral Amendment No. 18.

The Agreement has been previously amended in Amendment Number Eighty-One, issued October ____, 2021 to (a) reflect the removal of one (1) LMR System Site, Saddle Peak (SPN) from the scope of Phase 4 (LMR System Implementation) only for a cost reduction in the amount of \$99,371; (b) reflect the inclusion of one (1) LMR System Site, MCI, inclusive of the line items provided in Attachment A to Amendment No. 81, into the scope of Phase 4 (LMR System Implementation) only for an increase in the amount of \$228,900; (c) exercise the Unilateral Options for all Work pertaining to Phase 4 (LMR System Implementation) for one (1) LMR System Site, MCI; (d) increase the Maximum Contract Sum by \$129,529 from \$289,485,763 to \$289,615,292, when taking the actions contemplated in Amendment No. 81 into consideration; and (e) make other certain changes as set forth in Amendment No. 81.

This Amendment No. 82 adopts a new Project Schedule and preserves the parties' positions. Certain delays to the progress of the Work under the Agreement have occurred, the cause(s) of which, and the parties' respective responsibilities for which, are disputed by the Authority and Contractor. The Contractor contends that the Authority is responsible for certain delays that have occurred to the progress of the Work, and that the Contractor is entitled to an increase in the Contract Sum to compensate it for additional cost and expenses incurred on account of such delays, and on account of changed and/or extra work under the Agreement. The Authority disputes the Contractor's entitlement to such compensation, and the amount thereof. It is not the intent of the parties that this Amendment No. 82 will resolve, or dispose of, (i) any claim(s) by Contractor for an increase in the Contract Sum, or any other additional compensation, on account of delays to the progress of the Work, changed work and/or extra work in connection with the Agreement, or any disputes related thereto, or (ii) any claim(s) by the Authority for liquidated damages for late completion of the Work by Contractor, or any disputes on account of delayed completion or work claimed to be changed work and/or extra work, and Contractor and the Authority expressly reserve any and all claims, rights and remedies with respect to such claims and/or disputes for resolution at a later time.

This Amendment No. 82 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. 82, 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 Agreement. Unless otherwise noted, section references in this Amendment No. 82 refer to sections of the Agreement, as amended by this Amendment No. 82.
2. Purpose of this Amendment No. 82. The Authority and the Contractor disagree on the causes of significant delay to the project, with the Contractor contending that much of the delay was caused by and/or is the responsibility of the Authority, and the Authority contending that much of the delay was caused by and/or is the responsibility of the Contractor. However, both Parties desire to agree on a new Project Schedule for the management of the remaining Work to be performed on the LA-RICS Project without waiving or releasing their respective rights, claims, and remedies, which they allege were caused by the other party, or their respective defenses to each. Therefore, the Parties make the agreements specified below as to the adoption of a new Project Schedule, while reserving all rights, claims, and remedies as specified in Sections 4.2.1 and 4.2.2 below.

3. Amendments to the Agreement.

- 3.1 Notwithstanding any other provision of the Agreement or of any other Amendment thereto, the Authority and Contractor agree to adopt a new Project Schedule for the remaining Work for the LA-RICS project. The detailed data file for this new Project Schedule was submitted by Contractor on September 23, 2021, is entitled LA-RICS_LMR IMS_Monthly as of data date 14, September 2021 (Version 2), and is being accepted by the Authority by a Work Acceptance Certificate (WAC), executed before this Amendment. A printout of this new Project Schedule is attached hereto as Exhibit A to this Amendment No. 82. The new Project Schedule sets new Milestone dates for project activities, which include, but are not limited to, the following:
- (i) the Agreement Time with respect to the new Milestone date for Contractor to achieve completion of the remaining Phase 1 Work under the Agreement, as such Phase 1 Work is set forth in Section 4.1.2.1(a)(i) of the Agreement, is hereby extended to August 1, 2022 (the "Phase 1 Completion Date"), subject to adjustment as provided in the Agreement and/or this Amendment No. 82;
 - (ii) the Agreement Time with respect to the new Milestone date for Contractor to achieve completion of the remaining Phase 2 Work under the Agreement, as such Phase 2 Work is set forth in Section 4.1.2.1(a)(ii) of the Agreement, is hereby extended to February 2, 2023 (the "Phase 2 Completion Date"), subject to adjustment as provided in the Agreement and/or in this Amendment No. 82; and
 - (iii) the Agreement Time with respect to the new Milestone date for Contractor to achieve completion of the remaining Phase 3 Work under the Agreement, as such Phase 3 Work (Phase 4a equipment) is set forth in Section 4.1.21(a)(iii) of the Agreement (the "Phase 3 Completion Date") is hereby extended to July 2022, subject to adjustment as provided in the Agreement and/or in this Amendment No. 82.
 - (iv) the Agreement Time with respect to the new Milestone date for Contractor to achieve completion of the remaining Phase 4 Work under the Agreement, as such Phase 4 Work is set forth in Section 4.1.21(a)(iii) of the Agreement (the "Phase 4 Completion Date") is hereby extended to October 10, 2023, subject to adjustment as provided in the Agreement and/or in this Amendment No. 82.
- 3.2 Section 14.3 (Final LMR System Acceptance) of the Base Document is amended to add the following additional new sections:

14.3.1 Provisional LMR Subsystem Acceptance

After Contractor has achieved Provisional LMR Subsystem Acceptance of all Subsystems, Contractor shall be deemed to have met the requirements of Section 14.3 (Final LMR System Acceptance) to achieve Final LMR System Acceptance and will submit to the Authority a WAC that will attach the five executed WACS for Provisional LMR Subsystem Acceptance for each Subsystem. For Contractor to have been deemed to meet Final LMR System Acceptance, Contractor must have Authority approved: (1) hard and soft copies of close-out books and System Documentation meeting the requirements of the Contract and reflecting the contents of the Table of Contents attached hereto as Attachment A (Table of Contents for Close-Out Books) and Attachment B (Table of Contents for System Documentation) to this Amendment, and (2) , any updated Documentation for the Subsystems reflecting changes to the previously accepted Subsystems prior to Provisional LMR Subsystem Acceptance and cutover of NMDN Phase 2. Upon completion of the Work described in Section 14.3.2 herein, Contractor shall fully complete and submit for review, and approval to the Authority's Project Director, a WAC for each Subsystem prior to cutover in the following order for each Subsystem, and portions of Subsystems, of the LMR System as defined in Exhibit B.1 (LMR System Specifications), Task B.4.1.1.1 (each of the following being a "Subsystem"):

- A. NMDN Phase 1 (Narrowband Mobile Data Network), including affiliated "Common Platform Elements" (defined as all Site Improvement Work for the Subsystem including but not limited to Phase 2 Site civil infrastructure for the entire Site, Phase 3 and Phase 4 equipment implementations, backhaul links, and system management and monitoring applications required for Subsystem operations.)
- B. DTVRS 700 and UHF (collectively, the Digital Trunked Voice Radio Subsystem), including affiliated Common Platform Elements
- C. ACVRS (Analog Conventional Voice Radio Subsystem), including affiliated Common Platform Elements
- D. NMDN Phase 2, including affiliated Common Platform Elements

- E. LARTCS (Los Angeles Regional Tactical Communication Subsystem), including affiliated Common Platform Elements
- F. Console Subsystem including Logging Recorder (will be turned on concurrently with DTVRS)
- G. Site Interconnection/Backhaul Subsystem (will be turned on concurrently with NMDN Phase 1 and DTVRS as shown in the Subsystem matrix)
- H. System Management and Monitoring Subsystem (SMMS) elements (will be turned on concurrently with NMDN Phase 1 and DTVRS as shown in the Subsystem matrix)

14.3.2 Work Required to Achieve Provisional LMR Subsystem Acceptance

Contractor shall achieve "Provisional LMR Subsystem Acceptance" of each Subsystem of the LMR System. Provisional LMR Subsystem Acceptance for a Subsystem shall occur if and when (a) with respect to all Site Improvement Work for the Subsystem, (i) the Contractor has fully performed, provided, completed, and delivered all such Site Improvement Work, including, but not limited to, all Phase 2 "punch list" items, (ii) all such Site Improvement Work has passed all requisite inspections under Section 7.2.1 (Inspections) by all applicable jurisdictional agencies and other governing authorities, and (iii) Contractor has provided to the Authority all required guarantees and warranties, operation and maintenance manuals, Site Record Documents, and all other submittals required by the Agreement with respect to all such Site Improvement Work; (b) the Contractor has achieved Implementation Phase Acceptance for each Implementation Phase related to the Subsystem; (c) the Contractor has fully performed, provided, completed, and delivered, and the Authority has Accepted for the Subsystem, (i) all commissioning Work with respect to that Subsystem of the LMR System that is applicable to the Subsystem being completed; (ii) electronic copies of all Subsystem optimization data sheets, CATP data and CATP reports (inclusive of all raw data and verified coverage maps), functional ATP documents, baseline predicted coverage maps, and Phase 4A documentation as shown in the Table of Contents attachments prior to cutover; and (iii) all other Implementation Work, including, but not limited to, successful completion of all testing for that Subsystem of the LMR System, as described in Section 4.2 (Acceptance Testing) of Exhibit B (LMR System Specifications).

The matrix below sets forth the expected Provisional LMR Subsystem Acceptance that will occur by Subsystem. The matrix and its contents do not replace contractual specifications as set forth in this Agreement, including at Exhibits A and B, or design parameters, but represents how the LMR Sites will be grouped based on Subsystems:

	NMDN Phase 1	DTVRS (700 and UHF)	ACVRS	LARTCS	NMDN Phase 2
Subsystem	BJM, BUR1, CPK, GRM,HPK, JPK2,MDI, MMC, MML, ONK,RHT, TPK,WTR	AGH, APC, BHS, BJM, BKK, BMT, BUR1, CCB,CCT, CPK, CRN, CTYWLK, DPK, DPW38, ESR, FCCF, FRP, GMT, GRM, HPK, INDWT, JPK2, LACF072, LACFDEL, LASDTEM, LDWP243, LPC, MDI, MIR, MLM, MMC, MML, MTL2, MVS, OAT, ONK, PHN, PLM, PMT, POM, PRG, RELAY, RHT, RIH, RPVT, SDW, SGH, SPH, SPN, TPK, TWR, UCLA, VPK, WMP, WTR	AGH, BHS, BJM, BKK, BUR1,CCB, CCT, CPK, CRN, DPK, DPW38, ESR, FCCF, FRP, GMT, GRM, HPK, INDWT, JPK2, LACF072, LACFDEL, LDWP243, LPC, MDI, MLM, MMC, MML, MTL2, MVS, OAT, ONK, PHN, PMT, POM, PRG, RELAY, RHT, RIH, SDW, TPK, TWR, VPK, WTR	AGH, BJM, BMT, BUR1, CPK, CTYWLK, DPK, DPW38, ESR, FCCF, FRP, GMT, GRM, HPK, JPK2, LACF072, LACFDEL, LDWP243, LPC, MDI, MLM, MMC, MML, MTL2, ONK,PHN, PLM, PMT, PRG, RELAY, RHT, RIH, SPN, TPK, TWR, VPK, WTR	AGH, DPK, ESR, FRP, GMT, LACF072, MTL2, PHN, RELAY
Console Subsystem / Logging Recorders	N/A	Yes	Previously Accepted	Previously Accepted	Previously Accepted

Core	Yes	Yes	Previously Accepted	Previously Accepted	Previously Accepted
System Management and Monitoring Subsystem (SMMS)	AGH, APC, BHS, BJM, BKK, BUR1, CCB, CCT, CLM, CPK, CRN, DPW38, FCCF, GRM, HPK, JPK2, LAN, LARICSHQ, LASDTEM, MDI, MIR, MLM, MMC, MML, ONK, PLM, PRG, RHT, SCC, SGH, SPN, TOP, TPK, TWR, UCLA, WMP, WTR	BMT, CTYWLK, DPK, ESR, FRP, GMT, INDWT, LACF072, LACFDEL, LDWP243, LPC, MTL2, MVS, OAT, PHN, PMT, POM, RELAY, RIH, RPVT, SDW, SPH, UNIV, VPK	Entire SMMS previously accepted	Entire SMMS previously accepted	Entire SMMS previously accepted

Core	Yes	Yes	Previously Accepted	Previously Accepted	Previously Accepted
Site Interconnection / Backhaul Subsystem	AGH, APC, BHS, BJM, BKK, BUR1, CCB, CCT, CLM, CPK, CRN, DPW38, FCCF, GRM, HPK, JPK2, LAN, LARICSHQ, LASDTEM, MDI, MIR, MLM, MMC, MML, ONK,	BMT, CTYWLK, DPK, ESR, FRP, GMT, INDWT, LACF072, LACFDEL, LDWP243, LPC, MTL2, MVS, OAT, PHN, PMT, POM, RIH, RPVT, SDW, SPH, UNIV, VPK	Entire Backhaul Subsystem previously accepted	Entire Backhaul Subsystem previously accepted	Entire Backhaul Subsystem previously accepted
	PLM, PRG, RHT, SCC, SGH, SPN, TOP, TPK, TWR, UCLA, WMP, WTR				

Core	Yes	Yes	Previously Accepted	Previously Accepted	Previously Accepted
Civil	AGH, APC, BHS, BJM, BKK, BUR1, CCB, CCT, CLM, CPK, CRN, DPW38, FCCF, GRM, HPK, JPK2, LAN, LARICSHQ, LASDTEM, MDI, MIR, MLM, MMC, MML, ONK, PLM, PRG, RHT, SCC, SGH, SPN, TOP, TPK, TWR, UCLA, WMP, WTR	BMT, CTYWLK, DPK, ESR, FRP, GMT, INDWT, LACF072, LACFDEL, LDWP243, LPC, MTL2, MVS, OAT, PHN, PMT, POM, RELAY, RIH, RPVT, SDW, SPH, UNIV, VPK	All sites civil previously accepted	All sites civil previously accepted	All sites civil previously accepted

4.0 No Waiver or Release of Rights, Claims, Remedies or Defenses

- 4.1 Notwithstanding any other provision of the Agreement, as amended to date, including, but not limited to, Section 2.3.10.1 of the Agreement, nothing in this Amendment No. 82 or in the executed version of the Work Acceptance Certificate attached hereto as Attachment C ("September 2021 WAC") constitutes, or shall be construed to constitute, an accord and satisfaction, or settlement, or waiver, or relinquishment, of any claims by Contractor against the Authority, or any rights or remedies of Contractor against the Authority, including, but not limited to, any claims, rights, defenses or remedies with respect to an increase in the Contract Sum, or any other additional compensation on account of any delays to the progress of the Work, or on account of any claimed extra work, changed work, Agreement Time, or extended warranty under the Agreement, and nothing in this

Amendment No. 82 shall preclude, or be construed to preclude, any claims by Contractor against the Authority for an increase in the Contract Sum, dispute of liquidated damages, extension of Agreement Time, or any other additional compensation in connection with the Work, or any equitable adjustment to the Phase 1 Completion Date, Phase 2 Completion Date, Phase 3 Completion Date, and/or Phase 4 Completion date in accordance with the terms of this Amendment No. 82 or any other provision of the Agreement. Contractor expressly reserves, and does not waive, any and all claims, rights, defenses, and remedies it may have against the Authority, whether under the Agreement, at law, or in equity, with respect to an increase in the Contract Sum, extension in Agreement Time, and/or any other additional compensation, on account of any delay(s) to the progress of the Work under the Agreement, and/or any changed work and/or extra work and/or extended warranty under the Agreement, including, but not limited to, with respect to an increase in the Contract Sum and/or other additional compensation to compensate Contractor for additional costs and expenses incurred in connection with the facts and circumstances which gave rise the extensions of the Phase 1 Completion Date, Phase 2 Completion Date, Phase 3 Completion Date, and Phase 4 Completion Date set forth herein. For the purposes of clarity, MSI maintains its position that it can seek any claims under the Agreement and that nothing has expired or been waived by operation of law or pursuant to the terms of the Agreement. LA-RICS disagrees, and maintains its right to assert that it has expired or been waived.

- 4.2 Notwithstanding any other provision of the Agreement, as amended to date, nothing in this Amendment No. 82 or in the executed version of the Work Acceptance Certificate attached hereto as Exhibit B ("September 2021 WAC"), constitutes, or shall be construed to constitute, an accord and satisfaction, or settlement, or waiver, or relinquishment, of any claims by Authority against the Contractor, or any rights, defenses, or remedies of Authority against the Contractor, including, but not limited to, for any claims by the Authority for liquidated damages for late completion happening before and without regard to the September 2021 WAC (including the \$10M assessed by the Authority on March 11, 2021) even though MSI has extended the completion dates of milestones and scheduled activities in the current Project Schedule, or any claims by the Authority that the Contractor is not entitled to an increase in the Contract Sum or additional compensation on account of delays, or on account of changed work or extra work. The Authority expressly reserves, and does not waive, any and all claims, rights, defenses, and remedies it may have against the Contractor, whether under the Agreement, at law, or in equity, including, but not limited to, with respect to liquidated damages for late completion of Work happening before and without regard to the

September 2021 WAC (including the \$10M assessed by the Authority on March 11, 2021) even though MSI has extended the completion dates of milestones and scheduled activities in the current Project Schedule, and/or with respect to any claims that the Contractor is not entitled to an increase in the Contract Sum or other additional compensation on account of delays to the progress of the Work, or for extra work and/or changed work. For the purposes of clarity, MSI maintains its position that it can seek any claims under the Agreement and that nothing has expired or been waived by operation or law or pursuant to the terms of the Agreement. LA-RICS disagrees, and maintains its right to assert that such claims have expired or been waived.

5. Contractor Assumptions and Authority Responses

- 5.1 Contractor states that it assumes that the future dates in the new Project Schedule being implemented by this Amendment do not include any allowances built into the schedule for Excusable Delays (Force Majeure) or Compensable Delays as defined in the Agreement. The Authority agrees that the future milestone dates identified in the new Project Schedule do not include any such allowances.
- 5.2 Contractor states that it assumes that the future milestone dates in the new Project Schedule being implemented by this Amendment do not include any allowances for delayed permit reviews and approvals. The Authority agrees with this assumption but does not waive its right to later assert that Contractor is responsible for any delayed permit review and approvals caused by Contractor's actions or inactions.
- 5.3 Contractor states that it assumes that the new Project Schedule being implemented by this Amendment does not include any allowances for future delayed SAA or Zoning approvals, or future delayed site owner approvals or permissions. The Authority agrees with this assumption but does not waive its right to later assert that Contractor is responsible for any future delayed SAA or Zoning approvals or future delayed site owner approvals or permissions caused by Contractor's actions or inactions.
- 5.4 Contractor states that it assumes that the new Project Schedule being implemented by this Amendment does not include substitution or change of location to the existing 60 sites, which includes SPN and does not include MCI. The Authority agrees with this assumption but does not waive its right to seek a substitution or change to the location of a site pursuant to the terms of the Agreement. Contractor further acknowledges that the Authority has informed Contractor that the Authority intends to replace the SPN site with the MCI site.

- 5.5 Contractor states that it assumes that the new Project Schedule being implemented by this Amendment does not include the addition of future extra work or changed work. The Authority agrees with this assumption but does not waive its right to seek to add extra work or changed work pursuant to the terms of the Agreement. Contractor further acknowledges that the Authority has informed Contractor that the Authority intends to replace the SPN site with the MCI site.
- 5.6 Contractor states that it assumes that the new Project Schedule being implemented by this Amendment include the subsystem cutover durations previously provided by the Authority. Contractor and LA-RICS shall collaborate on a Migration/Cutover Plan in support of LA-RICS cutover of its agencies in accordance with the Cutover Plan Responsibility Matrix included in this Amendment prior to each cutover. The Authority agrees with this assumption but does waive its right to later assert that Contractor did not timely perform required work to allow Authority to meet cutover durations previously provided by the Authority.
- 5.7 The Parties agree that the completion date of all future Work shown in the DD14 September 2021 Project Schedule for BUR1 have changed and the parties will negotiate a future amendment to determine scope, cost, and a completion date at the BUR1 Site.
6. Exhibit C (Schedule of Payments) payment terms for Final System Acceptance shall be amended in accordance with the payment schedule attached to this Amendment No. 82 under Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule) for each Provisional Subsystem Acceptance by the Authority. In connection with the mutually agreed to revised payment terms, Exhibit C (Schedule of Payments) is revised to include a new Exhibit, Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule), which is attached to this Amendment No. 82 and incorporated herein by this reference.
7. The Migration/Cutover Plan Coordination Responsibility Matrix and associated durations provided by each responsible party, attached to this Amendment No. 82 as Attachment D, shall be incorporated into the Contractor's monthly IMS update and shall be approved by the Authority. Agencies eligible for cutover shall be identified within the Migration Plan and shall complete cutover within the defined Subsystem cutover duration. The agencies identified in the Migration/Cutover Plan are LASD, LACoFD, and other LA-RICS users.
8. The Project Schedule reflects that all training is to be performed after Final System Acceptance and shall not be a basis for the Authority's withholding of Subsystem and Final System Acceptance. The Parties acknowledge that some training will need to occur before Final System Acceptance, and will work in good faith to identify the training and update the Project Schedule accordingly.

9. This Amendment No. 82 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 9.1 An authorized agent of Contractor has executed this Amendment No. 82;
 - 9.2 Los Angeles County Counsel has approved this Amendment No. 82 as to form;
 - 9.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 82; and
 - 9.4 The Executive Director of the Authority has executed this Amendment No. 82.
10. Except as expressly provided in this Amendment No. 82, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.
11. Contractor and the person executing this Amendment No. 82 on behalf of Contractor represent and warrant that the person executing this Amendment No. 78 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 82, and that all requirements of Contractor to provide such actual authority have been fulfilled.
12. This Amendment No. 82 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 EIGHTY-TWO
TO AGREEMENT NO. LA-RICS 007
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND
MOBILE RADIO SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 82 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: _____

Jeff Pugay
Motorola Project Manager

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

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

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Index	Subsystem	Deliverable	Delivered under Subsystem
1	Site Drawings (As-Built)		
a	Site Drawings (As-Built)	Equipment Block Diagrams	By site
b	Site Drawings (As-Built)	RF Interconnect with Sub-System Frequencies	By site
c	Site Drawings (As-Built)	Equipment Room Layout with Cable Tray (Shelter Floor Plan)	By site
d	Site Drawings (As-Built)	Equipment Rack Face	By site
e	Site Drawings (As-Built)	Building Elevation (If applicable for showing GPS antennas)	By site
f	Site Drawings (As-Built)	Tower Elevation w/ Top Down View	By site
g	Site Drawings (As-Built)	Cable Entry Port Assignments	By site
i	Site Drawings (As-Built)	Microwave Interconnect Diagram (Plumbing)	By site
2	Installation Information		
a	Installation Information	Site Equipment List/Site Inventory	By site
b	Installation Information	Antenna Structure Registration (ASR) Form	By site
c	Installation Information	Site Cable Matrix	By site
d	Installation Information	FNE Power Sheet	By site
e	Installation Information	R56 Audit Checklist	By site
3	Per siteMicrowave Information		
a	Per siteMicrowave Information	Prior Coordination Notice (PCN) Submitted Forms	By site
b	Per siteMicrowave Information	Pathloss Path Profile	By site
4	Antennas		
a	Antennas	Antenna Specifications	By site
b	Antennas	Antenna feedline specifications	By site
c	Antennas	Tape Drop (Photo)	By site
d	Antennas	Azimuth (if applicable)	By site
e	Antennas	Mechanical Downtilt (if applicable)	By site
5	Site Photos		
a	Site Photos	Overall Site	By site
b	Site Photos	Each Tower Face	By site
c	Site Photos	Each Rack Face (Front and Back)	By site
d	Site Photos	Antenna Entry Ports and Grounding	By site
e	Site Photos	Punch Block Backboard Layouts	By site
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b	Phase 4B	24 Hour Link Test Report	By site
d	Phase 4B	Configuration / Optimization Data Sheets - Site Specific	By site
e	Phase 4B	RX Pre-selector sweeps Insertion Loss/Return Loss (can be from factory or field)	By site
f	Phase 4B	TX Filter sweeps Insertion Loss/Return Loss (can be from factory or field)	By site
g	Phase 4B	TX Combiner Insertion Loss, Return Loss (can be from factory or field)	By site
h	Phase 4B	TRAK 9100 (Satellite Tracking) commissioning report	By site
i	Phase 4B	SMMS wiring certification checklist	By site
j	Phase 4B	Generator commissioning reports and all deferred Phase 2 items	By site
k	Phase 4B	ATP documentation to include per site and system performance test data	By site
l	Phase 4B	Spectrum Fingerprinting / Noise Floor Monitoring Reports	By site

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Index	Subsystem	Deliverable	Delivered under Subsystem
1	System Wide		
a	System Wide	System Block Diagram (include separate diagram for incoming connections at time of acceptance (console, loggers, or additional RF sites))	DTVRS
b	System Wide	System Overview	DTVRS
c	System Wide	System Wide RF Parameters (Site Config Tracker)	DTVRS
d	System Wide	Master Frequency Plan	DTVRS
e	System Wide	Intermodulation Studies	DTVRS
f	System Wide	IP Plan [Divided per subsystem]	DTVRS
g	System Wide	System Passwords	DTVRS
h	System Wide	FCC License Database	DTVRS
i	System Wide	Specification Sheets	DTVRS
j	System Wide	Product Manuals (MSI)	DTVRS
k	System Wide	System Wide Troubleshooting Guide	DTVRS
2	System Consoles		
a	System Consoles	System Block Diagram	DTVRS
b	System Consoles	Functional Description	DTVRS
c	System Consoles	Functional ATPs	DTVRS
d	System Consoles	System Wide Troubleshooting Guide	DTVRS
e	System Consoles	System Wide Optimization Procedure	DTVRS
3	DTVRS		
a	DTVRS	System Block	DTVRS
b	DTVRS	Functional Description	DTVRS
c	DTVRS	Functional ATPs	DTVRS
d	DTVRS	Coverage ATP Report	DTVRS
e	DTVRS	As-built coverage maps with baseline parameters	DTVRS
f	DTVRS	Config Files	DTVRS
g	DTVRS	Migration/Cutover Plan	DTVRS
h	DTVRS	System Wide Troubleshooting Guide	DTVRS
i	DTVRS	System SimulcastSubsite/ASR Optimization Procedure	DTVRS
4	IP Logger		
a	IP Logger	System Block	DTVRS
b	IP Logger	Functional Description (include process for connecting a new IP logger from outside network)	DTVRS
c	IP Logger	Functional ATPs	DTVRS
d	IP Logger	Talkgroup/Channel plan	DTVRS
e	IP Logger	System Wide Troubleshooting Guide	DTVRS
f	IP Logger	Specification Sheets	DTVRS
g	IP Logger	Product Manuals	DTVRS
5	ACVRS		
a	ACVRS	System Block	ACVRS
b	ACVRS	Functional Description	ACVRS
c	ACVRS	Functional ATPs	ACVRS
d	ACVRS	Prime Analog Wiring and Punch Block Detail	ACVRS
e	ACVRS	SDM3000 Wiring and Punch Block Detail	ACVRS
f	ACVRS	Coverage ATP Report	ACVRS
g	ACVRS	As-built coverage maps with baseline parameters	ACVRS
h	ACVRS	Config/Cluster Files	ACVRS
i	ACVRS	Migration/Cutover Plan	ACVRS
j	ACVRS	System Wide Troubleshooting Guide	ACVRS
k	ACVRS	RF Site/Cell Optimization Procedure	ACVRS
6	LARTCS		
a	LARTCS	System Block	LARTCS
b	LARTCS	Functional Description	LARTCS
c	LARTCS	Functional ATPs	LARTCS
d	LARTCS	Coverage ATP Report Per Band	LARTCS
e	LARTCS	As-built coverage maps with baseline parameters	LARTCS
f	LARTCS	Product Manuals	LARTCS
g	LARTCS	Config/Cluster Files	LARTCS
h	LARTCS	Prime Analog Wiring and Punch Block Detail	LARTCS
i	LARTCS	SDM3000 Wiring and Punch Block Detail	LARTCS
j	LARTCS	Migration/Cutover Plan	LARTCS
k	LARTCS	Patch Panel/Relay Box Details	LARTCS
l	LARTCS	Punch Block Detail	LARTCS
m	LARTCS	Specification Sheets	LARTCS
n	LARTCS	MCN/CTI Voting and Control Procedures	LARTCS
o	LARTCS	Low Band Optimization Procedure	LARTCS
p	LARTCS	System Wide Troubleshooting Guide	LARTCS
q	LARTCS	RF Site/Cell Optimization Procedure (800/UHF/VHF)	LARTCS
7	NMDN		

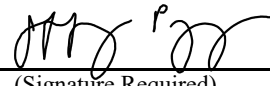


TABLE OF CONTENTS FOR SYSTEM DOCUMENTATION

Index	Subsystem	Deliverable	Delivered under Subsystem
a	NMDN	System Block	NMDN Phase 1
b	NMDN	Functional Description	NMDN Phase 1
c	NMDN	Functional ATPs	NMDN Phase 1
d	NMDN	Alarm Description Overview	NMDN Phase 1
e	NMDN	Coverage ATP Report	NMDN Phase 1
f	NMDN	As-built coverage maps with baseline parameters	NMDN Phase 1
g	NMDN	Config Files	NMDN Phase 1
h	NMDN	Specification Sheets	NMDN Phase 1
i	NMDN	Product Manuals	NMDN Phase 1
j	NMDN	Migration/Cutover Plan	NMDN Phase 1
k	NMDN	System Wide Troubleshooting Guide	NMDN Phase 1
l	NMDN	System Wide Optimization Procedure	NMDN Phase 1
8	SMMS		
a	SMMS	System Block	DTVRS
b	SMMS	Functional Description	DTVRS
c	SMMS	Functional ATPs	DTVRS
d	SMMS	High-Level Topology	DTVRS
e	SMMS	Spec-Level Topology	DTVRS
f	SMMS	Alarm System Overview Matrix	DTVRS
g	SMMS	Config Files	DTVRS
h	SMMS	Specification Sheets	DTVRS
i	SMMS	Product Manuals	DTVRS
j	SMMS	GenWatch Documentation	DTVRS
9	MW		
a	MW	System Block	DTVRS
b	MW	Functional Description	DTVRS
c	MW	Functional ATPs	DTVRS
d	MW	MW Logical	DTVRS
e	MW	Config Files	DTVRS
f	MW	Specification Sheets	DTVRS
g	MW	Product Manuals	DTVRS
h	MW	FCC License Database	DTVRS
10	MPLS		
a	MPLS	System Block	DTVRS
b	MPLS	Functional Description (including failover design and trailer setup)	DTVRS
c	MPLS	Functional ATPs	DTVRS
d	MPLS	MPLS Network Diagrams	DTVRS
e	MPLS	MPLS Workbook (including bandwidth management profiles)	DTVRS
f	MPLS	Specification Sheets	DTVRS
g	MPLS	System Wide Troubleshooting Guide (services troubleshooting)	DTVRS
h	MPLS	Product Manuals	DTVRS
i	MPLS	Config Files	DTVRS
11	Power		
a	Power	Functional Description	DTVRS
b	Power	Config files and optimization data by site	DTVRS
c	Power	Specification Sheets	DTVRS
d	Power	Product Manuals	DTVRS
e	Power	Power Optimization Procedure	DTVRS

EXHIBIT E

Agreement No. LA-RICS 007

WORK ACCEPTANCE CERTIFICATE

CONTRACTOR NAME/ADDRESS <i>Motorola Solutions, Inc.</i> <i>725 S. Figueroa Street Ste 1855, Los Angeles, CA 90017</i>		TRANSMITTAL DATE <i>10-5-21</i>
Los Angeles Regional Interoperable Communication System (LA-RICS) – Land Mobile Radio System		AGREEMENT NO. LA-RICS 007
FROM: Contractor Project Director Name: <u>Arturs A. Vanags / Jeffrey Pugay</u>  Jeffrey Pugay (Signature Required)	TO: Authority Project Director Name: <u>Scott Edson</u> cc: <u>Justin Deffino</u>  10/05/2021	
Contractor hereby certifies to the Authority that as of the date of this Work Acceptance Certificate, it has satisfied all conditions precedent in the above Agreement (including the Exhibits thereto, any applicable change orders, Proceed Orders and Amendments entered into and approved by the Authority thereunder) to the completion of the Work described below, including satisfaction of all completion criteria to such Work (including obtaining the Authority's approval of any other Work which is a prerequisite to obtaining the Authority's approval of the Work described below). Contractor further represents and warrants that the Work described below has been completed in accordance with the Agreement, including the Exhibits thereto, any applicable change orders, Proceed Orders, Amendments, and RFQs entered into and approved by the Authority thereunder. The Authority's approval and signature constitutes an Acceptance of the Work described below. Capitalized terms used in this Work Acceptance Certificate without definition have the meanings given to such terms in the Agreement.		
TASK DESCRIPTION (Including Task and Subtask numbers as set forth in Exhibit A (Statement of Work) and Exhibit B (LMR System Specifications)) Exhibit A.1.4 Integrated Master Schedule (IMS) – Task A.1.4: Create Integrated Master Schedule (IMS)	DELIVERABLE(S) (Including Task and Subtask numbers as set forth in Exhibit A (Statement of Work) and Exhibit B (LMR System Specifications)) The Authority and Motorola have jointly developed a new baseline Integrated Master Schedule using Microsoft Project, Phases 1 – 5. This schedule was provided via Prolog, Transmittal No. MSI-LMR- 3756, to the Authority on September 23, 2021 and is approved and accepted with the execution of this WAC. (Reference Microsoft Project file: LMR LARICS_LMR IMS_Monthly DD_14Septembert2021v2 For information only).	
COMMENTS: Applicable Amendment No. 82 has been executed and is attached to this WAC.		
Attached hereto is a copy of all supporting Documentation required pursuant to the Agreement.		
AUTHORITY ACCEPTANCE: Name: <u>Scott Edson</u> Signature:  Date: <u>10-05-21</u> Authority Project Director		

MIGRATION/CUTOVER PLAN COORDINATION RESPONSIBILITY MATRIX

Step	Cutover Plan Section/Step/Process	Responsibility
1	Project management (scheduling)	MSI/LA-RICS/Agencies*
2	Fleetmapping	LA-RICS
3	Integration of Cutover Plans B.4.4.1(Delivery of Final Migration/Cutover Plan)	MSI
4	Reoccurring meetings	MSI/LA-RICS/Agencies*
5	Agency DTVRS Cutover Plan	Agency*
6	Agency ACVRS Cutover Plan	Agency*
7	Agency LARTCS Cutover Plan	Agency*
8	Agency NMDN Cutover Plan	Agency*
9	Agency Fallback Plan	Agency*
10	MSI Review/Feedback of Agency Cutover Plans	MSI
11	Infrastructure Upgrade status	MSI
12	SOT Plan	MSI/LA-RICS/Agencies
13	NICE Logging Setup	MSI
14	Functional ATP for applicable subsystem	MSI
15	CATP Reports	MSI
16	ATP/CATP Signoff	LA-RICS
17	Zetron Console Readiness (ACVRS,LARTCS)	MSI/LA-RICS
18	Zetron Console Readiness (DTVRS)	LA-RICS/Agency*
19	Zetron Console Cross Connects (ACVRS,LARTCS)	Agency*
20	Subscriber Programming	Agency*
21	Subscriber flash upgrade	Agency*
22	Coordination and expectation meetings with end users	MSI/LA-RICS/Agencies
23	Subscriber Training	LA-RICS/Agency*
24	Dispatch Training	LA-RICS/Agency*
25	MCN/CTI Training	CTI/MSI
26	Network Management verification	MSI
27	MSI NOC readiness/onboarding	MSI
28	Infrastructure patches and bug fixes	MSI
29	Warranty and maintenance/service	MSI
30	System Readiness	MSI
31	Subsystem Acceptance	LA-RICS
32	Legacy systems decommissioned	Agency*
33	Go no Go checklist	MSI
34	Subsystem Cutover Plan Performance/Implementation	LA-RICS/Agency*
35	Cutover standby support and assistance	MSI
36	Legacy systems decommissioned	Agency*

*Note: Applicable Agencies are LASD, LACoFD, and other LA-RICS users.

SCHEDULE OF PAYMENTS
EXHIBIT C.22 - LMR SUBSYSTEM ACCEPTANCE PAYMENT SCHEDULE

TOTAL HOLDBACK AS OF AMENDMENT NO. 82	HOLDBACK
Phases 1 to 4 Holdback	13,679,352
LMR Change Order Modifications Holdback	326,052
LMR Unilateral Amendments Holdback	109,761
MPLS Mobile Backhaul Holdback	220,000
Subsystem Hold Back Total	14,335,166

Subsystem	Date of Completion	Percentage	Payment of Subsystem Phase 4 Completion Acceptance	Subsystem Acceptance Testing	Release of Holdback at each Subsystem Acceptance	Release of \$1.5M of Holdback at Final Acceptance	Release of 5% of Holdback One Year After System Acceptance	Total
NMDN (Phase 1)	7/19/2022	10%	\$921,735	\$256,323	\$555,094	\$149,481	\$704,576	\$2,587,209
DTVRS	3/10/2023	55%	\$5,069,545	\$1,409,776	\$3,103,171	\$826,817	\$3,929,988	\$14,339,297
LARTCS	7/28/2023	10%	\$921,735	\$256,323	\$555,094	\$149,481	\$704,576	\$2,587,209
ACVRS	8/3/2023	20%	\$1,843,471	\$512,646	\$1,121,334	\$300,000	\$1,421,334	\$5,198,785
NMDN (Phase 2) Completion final System Documentation	9/26/2023	5%	\$460,868	\$128,161	\$271,976	\$74,221	\$346,197	\$1,281,423
Functional Test Acceptance				\$380,828	\$21,157		\$21,157	\$423,142
Special Operational Test Acceptance				\$412,563	\$22,920		\$22,920	\$458,403
Stress Test Acceptance				\$9,000	\$500		\$500	\$10,000
Voice Aerial Coverage Test Acceptance				\$95,207	\$5,289		\$5,289	\$105,785
Voice Waterway Coverage Test Acceptance				\$56,025	\$3,113		\$3,113	\$62,251
Voice Subscriber Access Test Acceptance				\$95,207	\$5,289		\$5,289	\$105,785
NMDN CAD Baseline System Test Acceptance				\$47,603	\$2,645		\$2,645	\$52,893
Final System Acceptance		100%	\$9,217,354	\$3,659,662	\$5,667,582	\$1,500,000	\$7,167,584	\$27,212,182