



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY (“AUTHORITY”)

### BOARD OF DIRECTORS SPECIAL MEETING

Thursday, June 23, 2022 • 9:00 a.m.

**Microsoft Teams Meeting\* Link:** [Click here to join the meeting](#)

#### **Call-in Number for Board Members and Public:**

Public may submit a Public Comment during the meeting to the Board by accessing the Microsoft Teams Meeting Link above or by the Call-In Telephone Number below.

**Telephone Number:** (323) 886-6924

**Conference ID:** 727 960 780#

#### **AGENDA POSTED: June 16, 2022**

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

**\*The procedures used for this Teleconference Meeting are governed by AB 361.**

MEMBERS		ALTERNATES	
1.	<b>Fesia Davenport</b> , CEO County of Los Angeles Chief Executive Office	1.	<b>John Geiger</b> County of Los Angeles Chief Executive Office
2.	<b>Daryl Osby (Vice-Chair)</b> , Fire Chief County of Los Angeles Fire Department	2.	<b>Eleni Pappas</b> , Deputy Fire Chief County of Los Angeles Fire Department
3.	<b>Alex Villanueva (Chair)</b> , Sheriff County of Los Angeles Sheriff's Department	3.	<b>Brian Yanagi</b> , Acting Chief County of Los Angeles Sheriff's Department
4.	<b>Richard Tadeo</b> , Director, EMS Agency County of Los Angeles Department of Health Services	4.	<b>Vacant</b> , EMS Agency County of Los Angeles Department of Health Services
5.	<b>Phil Ambrose</b> , Battalion Chief Los Angeles Area Fire Chiefs Association	5.	<b>Vacant Seat</b> Los Angeles Area Fire Chiefs Association
6.	<b>Brian Solinsky</b> , Police Chief Los Angeles County Police Chief's Association	6.	<b>Tom Jacobs</b> , Lieutenant Los Angeles County Police Chief's Association
7.	<b>Mark R. Alexander</b> , City Manager California Contract Cities Association	7.	<b>Marcel Rodarte</b> , Executive Director California Contract Cities Association
8.	<b>David Povero</b> , Police Chief City of Covina Police Department	8.	<b>Ric Walczak</b> , Captain City of Covina Police Department
9.	<b>Mark Fronterotta</b> , Police Chief City of Inglewood Police Department	9.	<b>Ed Ridens</b> , Deputy Chief City of Inglewood Police Department
10.	<b>Brian Leyn</b> , Captain City of Signal Hill Police Department	10.	<b>Vacant Seat</b> City of Signal Hill Police Department

OFFICERS
<b>Scott Edson</b> , LA-RICS Executive Director
<b>Arlene Barrera</b> , County of Los Angeles, Auditor-Controller
<b>Keith Knox</b> , County of Los Angeles, Treasurer and Tax Collector
<b>Susy Orellana-Curtiss</b> , LA-RICS Administrative Deputy
<b>Beatriz Cojulun</b> , LA-RICS 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**
- V. CONSENT CALENDAR (A)**
  - A. FINDINGS TO CONTINUE TELECONFERENCE MEETINGS UNDER AB 361 AND RELATED ACTIONS**

It is recommended that your Board:

- 1. Find, in accordance with AB 361 Section 3(e)(3), California Government Code Section 54953(e)(3), that the Board has reconsidered the circumstances of the State of Emergency due to the COVID-19 pandemic and that the State of Emergency remains active; and
- 2. Find, in accordance with AB 361 Section 3(e)(3), California Government Code Section 54953(e)(3), that local officials continue to recommend measures to promote social distancing.

Agenda Item A

- VI. REPORTS – NONE**
- VII. DISCUSSION ITEMS – NONE**
- VIII. ADMINISTRATIVE MATTERS – (B)**
  - B. APPROVE AMENDMENT NO. 99 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

It is recommended that your Board:

- 1. Make the following findings:
  - a. Find that approval of Amendment No. 99, which includes a Change Order for the Los Angeles County Fire Command (FCCF) site and Los Angeles County Sheriff's Department Palmdale Station (PLM) related to a leased fiber link between FCCF and PLM, is not subject to CEQA because it is not defined as a project under CEQA and



does not have the potential for causing a significant effect on the environment.

2. Approve Amendment No. 99 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to incorporate a Change Order to maintain the existing leased fiber link between the FCCF and PLM sites for a cost increase in the amount of \$11,617.
3. Authorize an increase to the Maximum Contract Sum in an amount of \$11,617 from \$215,313,148 to \$215,324,765 when taking the recommended actions into consideration.
4. Delegate authority to the Executive Director to execute Amendment No. 99, in substantially similar form to the enclosed Amendment (Enclosure).
5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 99, as may be necessary.

Agenda Item B

**IX. MISCELLANEOUS**

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

**XI. CLOSED SESSION REPORT – NONE**

**XII. ADJOURNMENT AND NEXT MEETING**

Regular Board Meeting on Thursday, July 7, 2022, at 9:00 a.m., via Microsoft Teams/ Teleconference Meeting.



## BOARD MEETING INFORMATION

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

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

June 23, 2022

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

Dear Directors:

### **FINDINGS TO CONTINUE TELECONFERENCE MEETINGS UNDER AB 361 AND RELATED ACTIONS**

#### **SUBJECT**

The California Legislature passed AB 361 to enhance public access to local legislative body meetings during the COVID-19 pandemic and future applicable emergencies. Under AB 361, to continue to meet via teleconferencing, the local legislative body must adopt, by a majority vote, specific findings within 30 days of the first use of the teleconferencing meeting rules after October 1, 2021, and within every 30 days thereafter. The first Board meeting under AB 361 occurred on October 7, 2021, and the Board made its appropriate findings thereafter. Given the timing of the July meeting, it is time for the Board to make another finding to continue to use a telephonic meeting.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board, acting on its behalf, and on behalf of the Finance, Operations and Technical Committees appointed by the Board and which are subject to the Brown Act:

1. Find, in accordance with AB 361 Section 3(e)(3), California Government Code Section 54953(e)(3), that the Board has reconsidered the circumstances of the State of Emergency due to the COVID-19 pandemic and that the State of Emergency remains active; and
2. Find, in accordance with AB 361 Section 3(e)(3), California Government Code Section 54953(e)(3), that local officials continue to recommend measures to promote social distancing.

#### **BACKGROUND**

On September 10, 2021, the Legislature passed AB 361, to enhance public access to local legislative body meetings during the COVID-19 pandemic and future applicable

**AGENDA ITEM A**

emergencies. The Governor signed AB 361 into law on September 16, 2021. To ensure the safety of members of the public and personnel while guaranteeing the public's right to attend and participate in meetings of local legislative bodies and in alignment with the County of Los Angeles' Health Officer's recommendations to reduce crowding indoors and to support physical distancing, the Board can continue to meet via teleconferencing, in compliance with AB 361 while we are under a State of Emergency and while State or local officials continue to recommend measures to promote physical distancing. However, the Board will need to regularly consider the circumstances of the State of Emergency to determine whether teleconferencing should continue no later than 30 days after the Board's first meeting under AB 361 (October 7, 2021), and within every thirty (30) days thereafter.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Under AB 361, to continue to meet via teleconferencing, the local legislative body must adopt, by a majority vote, specific findings within 30 days of the first use of the teleconferencing meeting rules after October 1, 2021, and within every 30 days thereafter. The Board held its first meeting under AB 361 on October 7, 2021, made its first findings on November 4, 2021, its second finding on December 2, 2021, its third finding on December 20, 2021, its fourth finding on January 6, 2022, its fifth finding on February 3, 2022, its sixth finding on March 3, 2022, its seventh finding on March 24, 2022, its eighth finding on April 7, 2022, its ninth finding on May 5, 2022, and its tenth finding on June 2, 2022. As we approach the eleventh 30-day deadline and given the timing of the July 2022 Board meeting, the Board needs to make the necessary findings. The Governor's declaration of a statewide emergency is still in effect, and the County of Los Angeles' Public Health Officer still currently recommends physical distancing.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENT**

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

### **CONCLUSION**

The Executive Director recommends the Board make the recommended findings.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

MBC

c: Counsel to the Authority



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

June 23, 2022

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

Dear Directors:

### **APPROVE AMENDMENT NO. 99 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 99 to Agreement No. LA-RICS 007 (Agreement) to incorporate a Change Order to maintain the existing leased fiber link between the FCCF and PLM sites, as further described in this Board Letter, which increases the Maximum Contract Sum by \$11,617.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Make the following findings:
  - a. Find that approval of Amendment No. 99, which includes a Change Order for the Los Angeles County Fire Command (FCCF) site and Los Angeles County Sheriff's Department Palmdale Station (PLM) related to a leased fiber link between FCCF and PLM, is not subject to CEQA because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
2. Approve Amendment No. 99 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to incorporate a Change Order to maintain the existing leased fiber link between the FCCF and PLM sites for a cost increase in the amount of \$11,617.

3. Authorize an increase to the Maximum Contract Sum in an amount of \$11,617 from \$215,313,148 to \$215,324,765 when taking the recommended actions into consideration.
4. Delegate authority to the Executive Director to execute Amendment No. 99, in substantially similar form to the enclosed Amendment (Enclosure).
5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 99, as may be necessary.

### **BACKGROUND**

With respect to the recommended Change Order, as Phase 4, Testing and Optimization work continues on the LMR System, approval of certain Change Orders is necessary to address items needed through system implementation that were not originally contemplated in MSI's scope.

On January 7, 2021, your Board approved Amendment No. 51 to the Agreement, which among other things, authorized the implementation of the leased fiber link between the FCCF and PLM sites. This allowed for the acceleration of network optimization and provided secondary connectivity at these sites. However, the previous Change Order only accounted for these leased fiber link services until April 2022. The recommended action before your Board for consideration contemplates maintaining the existing leased fiber link at these sites by extending the services for an additional twelve (12) months.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 99 to incorporate a Change Order to maintain the existing leased fiber link between FCCF and PLM, which results in an increase to the Maximum Contract Sum in the amount of \$11,617.

It is necessary to include this Change Order in order to maintain the existing leased fiber link between FCCF and PLM sites for an additional twelve (12) months to continue network optimization activities, increase redundancy and capacity between the cores to allow for optimal performance of geographic redundancy, and reduce the risk of high capacity ring outages.

The revisions contemplated in Amendment No. 99 have been reviewed by Authority staff, as well as its consultant (Jacobs) and Motorola, with both parties negotiating and agreeing to the change orders, including associated costs.

Further, the Change Order was presented to the Change Control Board (CCB) which includes stakeholder participation and oversight from member agency representatives such as County of Los Angeles Sheriff's Department (Sheriff's Department) and Fire



Department. Additionally, participation and oversight from Authority project team members representing technical (Internal Services Department), operations (Sheriff's Department and Fire Department), finance, grants, contracts, and Jacobs form part of the CCB.

The CCB participants vetted the revisions presented to your Board for consideration and recommend approval.

**FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 99 will result in an increase to the Maximum Contract Sum in the amount of \$11,617 from \$215,313,148 to \$215,324,765. Should your Board approve Amendment No. 99, such work will be fully reimbursed by the Urban Areas Security Initiative (UASI) 19/UASI 21 grants, dependent on the timing of the completion of work.

**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

JA

Enclosure

c: Counsel to the Authority

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

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**RECITALS**

This Amendment Number Ninety-Nine (together with all exhibits, attachments, and schedules hereto, "Amendment No. 99") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of June \_\_\_\_\_, 2022, 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.
- f. 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.

- g. 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 8, 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.

The Agreement has been previously amended in Amendment Number Eighty-Two, issued October 8, 2021, to (a) revise payments to align with Provisional Subsystem Acceptance; (b) preserve the parties' positions with respect the IMS reflecting an October 2023 completion date; and (c) make other certain changes as set forth in Amendment No. 82.

The Agreement has been previously amended in Amendment Number Eighty-Three, issued November 5, 2021, to (a) incorporate a LMR Change Order Modification related to the Antenna Changes necessitated by FCC Requirements at Burnt Peak 1 (BUR1) for a cost increase in an amount of \$17,412; (b) increase the Maximum Contract Sum by \$17,412 from \$289,615,292 to \$289,632,704; and (c) make other certain changes as set forth in Amendment No. 83.

The Agreement has been previously amended unilaterally in Amendment Number Eighty-Four – Unilateral Amendment No. 19, issued November 5, 2021, to (a) incorporate a certain LMR change order for the various sites related to field implementation of USFS VIAMM requirements as further described in this Unilateral Amendment No. 19 for a cost increase in the amount of \$168,928; (b) increase the Maximum Contract Sum by \$168,928 from \$289,632,704 to \$289,801,632; and (c) make other certain changes as set forth in Unilateral Amendment No. 19.

The Agreement has been previously amended in Amendment Number Eighty-Five, issued December 23, 2021, to make changes necessary to reflect an overall reconciliation of the scope of the Agreement and Exhibit C (Schedule of Payments) as follows: (a) reflect a reduction of certain scope of Phase 1 (System Design) work for a cost decrease in an amount of \$529,133; (b) reflect a reduction of certain scope of Phase 2 (Site Construction and Site Modification) work for a cost decrease in an amount of \$495,754, and reflect discounts from Phase 2 (Site Construction and Site Modifications) within C.15 in the amount of \$180,346; (c) reflect a reduction of certain testing contemplated in the scope of Phase 4 (LMR System Implementation) for a cost decrease in the amount of \$636,439, and reflect the reduction of certain Phase 4 (LMR System Implementation) Work for the TOP (Relay) site in the amount of \$77,558, and lastly, reflect the inclusion of certain Phase 4 (LMR System Implementation) Work for the MCI site for a cost increase in the amount of \$146,334, all actions resulting in a net cost decrease to Phase 4 (LMR System Implementation) in an amount of \$567,300; (d) reflect the removal of certain Additive Alternates, in particular, Bounded Area Coverage, Mandatory Building Coverage, Metrorail Coverage, and LMR System Maintenance for Additive Alternates, respectively, for a cost decrease in an amount of \$73,350,438; (e) reflect a reconciliation of certain LMR Change Orders resulting in a cost decrease in an amount of \$10,497; (f) decrease the Maximum Contract Sum by \$75,133,830 from \$289,801,632 to \$214,667,802 and (g) make other certain changes as set forth in Amendment No. 85.

The Agreement has been previously amended in Amendment Number Eighty-Six, issued January 12, 2022, to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 86 for a cost increase in the amount of \$14,386; (b) increase the Maximum Contract Sum by \$14,386 from \$214,667,802 to \$214,682,188; and (c) make other certain changes as set forth in Amendment No. 86.

The Agreement has been previously amended unilaterally in Amendment Number Eighty-Seven – Unilateral Amendment No. 20, issued January 28, 2022, to (a) incorporate an Change Order to supply and install 40-feet of waveguide bridge at the Rolling Hills Transmit (RHT) site as further described in Unilateral Amendment No. 20 for a cost increase in the amount of \$5,266; (b) increase the Maximum Contract Sum by \$5,266 from \$214,682,188 to \$214,687,454; and (c) make other certain changes as set forth in Unilateral Amendment No. 20.

The Agreement has been previously amended in Amendment Number Eighty-Eight, issued February 4, 2022, to (a) incorporate four (4) LMR Change Order Modifications as further described in Amendment No. 88 for a cost increase in the amount

of \$20,254; (b) increase the Maximum Contract Sum by \$20,254 from \$214,687,454 to \$214,707,708; and (c) make other certain changes as set forth in Amendment No. 88.

The Agreement has been previously amended unilaterally in Amendment Number Eighty-Nine – Unilateral Amendment No. 21, issued February 15, 2022, to (a) incorporate an LMR change order impacting three (3) sites (JPK2, LPC, and MML) related to field implementation of USFS VIAMM requirements as further described in Unilateral Amendment No. 21 for a cost increase in the amount of \$22,297; (b) increase the Maximum Contract Sum by \$22,297 from \$214,707,708 to \$214,730,005; and (c) make other certain changes as set forth in Unilateral Amendment No. 21.

The Agreement has been previously amended in Amendment Number Ninety, issued March 10, 2022, to (a) incorporate a Change Order related to a fire suppression system at the Universal Studios (UNIV) site as further described in this Amendment No. 90 for a cost increase in the amount of \$60,717; (b) include SUS/RSUS for Dispatch Sites, Master Sites and DSR Site until June 30, 2022 for a cost increase in the amount of \$28,587; (c) include an Asset Management license renewal until December 31, 2022 for a cost increase in the amount of \$65,364; (d) include repair and restoration services at LMR System Sites as needed on a Time and Material basis for a not-to-exceed amount of \$80,000; (e) increase the Maximum Contract Sum by \$234,668 from \$214,730,005 to \$214,964,673; and (f) make other certain changes as set forth in Amendment No. 90.

The Agreement has been previously amended in Amendment Number Ninety-One to (a) incorporate a cost neutral change order to remove equipment for LARTCS and ACVRS subsystems at forty-six (46) sites and install equipment at seven (7) sites; (b) incorporate a change order to reflect equipment delivery and data analysis for an interference investigation at Oat Mountain Nike (ONK), Signal Hill (SGH), and Criminal Court Building (CCT) for a cost increase of \$14,806; (c) reflect a reconciliation of a change order related to soil removal at the Rio Hondo (RIH) site resulting in a cost decrease in an amount of \$41,676; (d) decrease the Maximum Contract Sum by \$26,870 from \$214,964,673 to \$214,937,803 when taking the cost increase and decrease into consideration, and (e) make other certain changes as set forth in Amendment No. 91.

The Agreement has been previously amended in Amendment Number Ninety-Two to (a) adopt a new Project Schedule; (b) breakout the payment for DTVRS Subsystem Coverage Testing for 17 sites/cells; (c) reflect a reduction in the scope of certain generator related work at the BUR1 and GRM sites for a cost decrease in the amount of \$24,014; (d) incorporate two (2) LMR Change Orders as further described in this Amendment No. 92 for a cost increase in the amount of \$341,759; (e) increase the Maximum Contract Sum by \$317,745 from \$214,937,803 to \$215,255,548 when taking the cost increase and decrease into consideration, and (f) make other certain changes as set forth in Amendment No. 92.

The Agreement has been previously amended unilaterally in Amendment Number Ninety-Three – Unilateral Amendment No. 22, issued June 6, 2022, to (a) incorporate an LMR Change Order in order to provide additional electromagnetic measurements at the Signal Hill (SGH) site as further described in Unilateral Amendment No. 22 for a cost



increase in the amount of \$7,994; (b) increase the Maximum Contract Sum by \$7,994 from \$215,255,548 to \$215,263,542; and (c) make other certain changes as set forth in Unilateral Amendment No. 22.

The Agreement has been previously amended unilaterally in Amendment Number Ninety-Four – Unilateral Amendment No. 23, issued June 14, 2022, to (a) incorporate an LMR Change Order to remove certain equipment from the tower at the BKK Landfill (BKK) site as further described in Unilateral Amendment No. 23 for a cost increase in the amount of \$4,329; (b) increase the Maximum Contract Sum by \$4,329 from \$215,263,542 to \$215,267,871; and (c) make other certain changes as set forth in Unilateral Amendment No. 23.

The Agreement has been previously amended unilaterally in Amendment Number Ninety-Five – Unilateral Amendment No. 24, issued June 14, 2022, to (a) incorporate an LMR Change Order to perform subsurface investigation soil sampling work at the LACFDEL site as further described in Unilateral Amendment No. 24 for a cost increase in the amount of \$13,099; (b) increase the Maximum Contract Sum by \$13,099 from \$215,267,871 to \$215,280,970; and (c) make other certain changes as set forth in Unilateral Amendment No. 24.

The Agreement has been previously amended unilaterally in Amendment Number Ninety-Six – Unilateral Amendment No. 25, issued June 14, 2022, to (a) incorporate an LMR Change Order to perform new design/Phase 1 work and perform additional slope stability work at the Mirador (MIR) site as further described in Unilateral Amendment No. 25 for a cost increase in the amount of \$26,197; (b) increase the Maximum Contract Sum by \$26,197 from \$215,280,970 to \$215,307,167; and (c) make other certain changes as set forth in Unilateral Amendment No. 25.

The Agreement has been previously amended unilaterally in Amendment Number Ninety-Seven – Unilateral Amendment No. 26, issued June 14, 2022, to (a) incorporate an LMR Change Order to terminate certain easement work at the Signal Hill (SGH) site as further described in Unilateral Amendment No. 26 for a cost increase in the amount of \$3,881; (b) increase the Maximum Contract Sum by \$3,881 from \$215,307,167 to \$215,311,048; and (c) make other certain changes as set forth in Unilateral Amendment No. 26.

The Agreement has been previously amended unilaterally in Amendment Number Ninety-Eight – Unilateral Amendment No. 27, issued June 14, 2022, to (a) incorporate an LMR Change Order to perform additional topography work at the East Sunset Ridge (ESR) site as further described in Unilateral Amendment No. 27 for a cost increase in the amount of \$2,100; (b) increase the Maximum Contract Sum by \$2,100 from \$215,311,048 to \$215,313,148; and (c) make other certain changes as set forth in Unilateral Amendment No. 27.

The Authority and Contractor desire to further amend the Agreement to make changes necessary to (a) incorporate a Change Order to maintain the existing leased fiber link between the Los Angeles County Fire Command (FCCF) site and Los

Angeles County Sheriff's Department Palmdale Station) (PLM) sites as further described in this Amendment No. 99 for a cost increase in the amount of \$11,617; (b) increase the Maximum Contract Sum by \$11,617 from \$215,313,148 to \$215,324,765; and (c) make other certain changes as set forth in this Amendment No. 99.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 99, 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. 99 refer to sections of the Agreement, as amended by this Amendment No. 99.
2. LMR Change Order Modifications. The parties agree and acknowledge the Contractor will perform the Work contemplated in COR No. MSI-7103, to maintain the existing leased fiber link between FCCF and PLM for an additional twelve (12) month period, which is included herein by this reference, pursuant to Exhibit C.17 (LMR Change Order Modifications) and in accordance with this Section 2, in exchange for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments).

Item No.	Site ID	Site Name	COR No.	Description	Amount
1.	FCCF/ PLM	Los Angeles County Fire Command/Los Angeles County Sheriff's Department Palmdale Station	MSI-7103	Leased Fiber Link between FCCF and PLM	\$11,617
TOTAL AMOUNT:					\$11,617

3. Amendments to the Agreement.
  - 3.1 Section 8.1 (Maximum Contract Sum and Contract Sum – General), in particular Section 8.1.1 of the Base Document, is deleted in its entirety and replaced with the following:
    - 8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Fifteen Million, Three Hundred Twenty-Four Thousand, Seven Hundred Sixty-Five Dollars (\$215,324,765) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).
  - 3.2 Section 24.4 (Limitation of Liability), in particular Section 24.4.1 of the Base Document, is deleted in its entirety and replaced with the following:
    - 24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the

Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than One Hundred Fifty-Eight Million, Three Hundred Forty Thousand, Seven Hundred Forty-Eight Dollars (\$158,340,748). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. Amendments to Agreement Exhibits.

- 4.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Amendment No. 99 and incorporated herein by this reference, to incorporate a Change Order related to a leased fiber link between FCCF and PLM as described in this Amendment No. 99.
- 4.2 Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR Change Order Modifications), which is attached to this Amendment No. 99 and incorporated herein by this reference, to incorporate a Change Order related to a leased fiber link between FCCF and PLM as described in this Amendment No. 99.
- 4.3 Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule), which is attached to this Amendment No. 99 and incorporated herein by this reference.

5. This Amendment No. 99 shall become effective as of the date identified in the recitals, which is the date upon which:

- 5.1 An authorized agent of Contractor has executed this Amendment No. 99;
- 5.2 Los Angeles County Counsel has approved this Amendment No. 99 as to form;
- 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 99; and
- 5.4 The Executive Director of the Authority has executed this Amendment No. 99.

6. Except as expressly provided in this Amendment No. 99, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force



and effect.

7. Contractor and the person executing this Amendment No. 99 on behalf of Contractor represent and warrant that the person executing this Amendment No. 99 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 99, and that all requirements of Contractor to provide such actual authority have been fulfilled.
8. This Amendment No. 99 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 NINETY-NINE**  
**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. 99 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: \_\_\_\_\_

Arturs A. Vanags  
Motorola Project Director

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

DAWYN R. HARRISON  
Acting County Counsel

By: \_\_\_\_\_

Truc L. Moore  
Principal Deputy County Counsel

**EXHIBIT C.1***Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 99*

<b>EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY</b>				
<b>Summary</b>	<b>Unilateral Option Sum</b>	<b>Contract Sum - Full Payable Amount</b>	<b>10% Holdback Amount</b>	<b>Payment Minus 10% Holdback Amount</b>
<b>Phase 1</b> <sup>(Note 1)</sup>	\$ -	\$ 41,754,828	\$ 3,117,312	\$ 38,637,516
<b>Phase 2</b>	\$ -	\$ 43,222,351	\$ 4,212,845	\$ 39,009,506
<b>Phase 3</b>	\$ -	\$ 56,336,725	\$ 4,230,075	\$ 52,106,650
<b>Phase 4</b>	\$ -	\$ 20,732,004	\$ 2,009,828	\$ 18,722,174
<b>SUBTOTAL (Phases 1 to 4):</b>	<b>\$ -</b>	<b>\$ 162,045,908</b>	<b>\$ 13,570,061</b>	<b>\$ 148,475,846</b>
<b>Phase 5 (15 Years)</b>	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
<b>TOTAL (Phases 1 to 5):</b>	<b>\$ 55,898,518</b>	<b>\$ 162,045,908</b>	<b>\$ 13,570,061</b>	<b>\$ 204,374,364</b>
<del>Bounded Area Coverage Additive Alternate</del> <sup>(Note 1)</sup>	<del>\$ 19,109,375</del>	<del>\$ -</del>	<del>\$ 1,910,937</del>	<del>\$ 17,198,437</del>
<del>Mandatory Building Coverage Additive Alternate</del>	<del>\$ 29,828,448</del>	<del>\$ -</del>	<del>\$ 2,982,845</del>	<del>\$ 26,845,603</del>
<del>Metrorail Coverage Additive Alternate</del>	<del>\$ 4,792,260</del>	<del>\$ -</del>	<del>\$ 479,226</del>	<del>\$ 4,313,034</del>
<del>LMR System Maintenance for Additive Alternates</del>	<del>\$ 19,620,355</del>	<del>\$ -</del>	<del>\$ 1,962,036</del>	<del>\$ 17,658,320</del>
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 3,689,301	\$ 368,930	\$ 3,320,371
LMR Unilateral Amendments		\$ 1,351,703	\$ 135,170	\$ 1,216,533
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 803,207		\$ 803,207
LMR Bridge Warranty		\$ 1,959,087		\$ 1,959,087
<b>SUBTOTAL</b>	<b>\$ 130,552,956</b>	<b>\$ 174,961,562</b>	<b>\$ 21,759,605</b>	<b>\$ 283,754,911</b>
<b>TOTAL CONTRACT SUM:</b>	<b>\$174,961,562</b>			
<b>LMR Discounts</b> <sup>(Note 2)</sup>	<b>-\$16,839,315</b>			
<b>MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):</b>	<b>\$215,324,765</b>			

**Note 1:** The cost for the Project Descriptions for the Bounded Area Coverage only are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2., and included (\$173, 110) in Phase 1 Contract Sum - Full Payable Amount. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate Work is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).

**Note 2:** The total remaining balance of the LMR Discounts applied to the Max Contract Sum will be utilized at the discretion of the Authority.

## SCHEDULE OF PAYMENTS

### EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 28</b>					
MSI 003 Revised	OLI	MSI-003 OLI Tower Mapping (Revised)	\$ -	\$ -	\$ -
MSI-007	LDWP243	MSI-007 LDWP243 Additional Structural Analysis for Coverage Enhancement	\$ 2,200	\$ 220	\$ 1,980
MSI-008	LMR	MSI-008 Station B Reprogramming of 700 MHz DTVRS Stations	\$ 9,912	\$ 991	\$ 8,921
MSI-009	AGH	MSI-009 AGH SCE Engineering Fee Reimbursement	\$ 5,634	\$ 563	\$ 5,071
MSI-012	LMR	MSI-012 Site 3D Models per Authority Request BJM, DPK, TWR	\$ -	\$ -	\$ -
MSI-015	BUR1	MSI-015 BUR1 SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
MSI-016	BMT	MSI-016 BMT SCE Engineering Fee	\$ 592	\$ 59	\$ 533
MSI-017	MML	MSI-017 MML SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
<b>Amendment No. 28 Subtotal</b>			<b>\$ 24,953</b>	<b>\$ 2,495</b>	<b>\$ 22,458</b>
<b>Amendment No. 29</b>					
MSI-030	APC	MSI-030 Saturday Labor and Crane Cost	\$ 2,405	\$ 241	\$ 2,165
MSI-020R	BKK	MSI-020R Tower Mapping and Painting	\$ 26,225	\$ 2,623	\$ 23,603
MSI-024	BKK	MSI-024 Dispersive Wave Testing	\$ 5,426	\$ 543	\$ 4,883
MSI-1208	POM	MSI-LMR1208 ACM and LCP Testing Services	\$ 4,400	\$ 440	\$ 3,960
<b>Amendment No. 29 Subtotal</b>			<b>\$ 38,456</b>	<b>\$ 3,846</b>	<b>\$ 34,610</b>
<b>Amendment No. 30</b>					
MSI-1205	MVS	MSI-1205 MVS LCP Testing Services	\$ 4,195	\$ 420	\$ 3,776
<b>Amendment No. 30 Subtotal</b>			<b>\$ 4,195</b>	<b>\$ 420</b>	<b>\$ 3,776</b>
<b>Amendment No. 31</b>					
MSI-1265	ONK	MSI-1265 Environmental Testing ACM and LPC Services	\$ 3,633	\$ 363	\$ 3,270
MSI-1206	CCT	MSI-1206 HVAC Condenser Pad Modification	\$ 9,745	\$ 975	\$ 8,771
MSI-1321	AGH	MSI-1321 Additional Title, Survey, Research	\$ 2,100	\$ 210	\$ 1,890
MSI-1267R	LARICSHQ	MSI-1267R Environmental Testing ACM and LPC Services	\$ 4,095	\$ 410	\$ 3,686
<b>Amendment No. 31 Subtotal</b>			<b>\$ 19,573</b>	<b>\$ 1,957</b>	<b>\$ 17,616</b>
<b>Amendment No. 33</b>					
MSI-1528	MLM	MSI-1528 MLM Tower Light	\$ 17,490	\$ 1,749	\$ 15,741
<b>Amendment No. 33 Subtotal</b>			<b>\$ 17,490</b>	<b>\$ 1,749</b>	<b>\$ 15,741</b>
<b>Amendment No. 34</b>					
MSI-1447	AGH	MSI-1477 AGH Additional Electrical Work	\$ 84,503	\$ 8,450	\$ 76,053
MSI-1435	HPK	MSI-1435 HPK Power Conduit Outside Compound	\$ 6,241	\$ 624	\$ 5,617
<b>Amendment No. 34 Subtotal</b>			<b>\$ 90,744</b>	<b>\$ 9,074</b>	<b>\$ 81,670</b>
<b>Amendment No. 35</b>					
MSI-5002	SDW	MSI-5002 SDW Waveguide Bridge Installation	\$ 13,115	\$ 1,312	\$ 11,804
<b>Amendment No. 35 Subtotal</b>			<b>\$ 13,115</b>	<b>\$ 1,312</b>	<b>\$ 11,804</b>
<b>Amendment No. 36</b>					
MSI-5003	BJM	MSI-5003 BJM Tower Mapping Services	\$ 4,952	\$ 495	\$ 4,457
<b>Amendment No. 36 Subtotal</b>			<b>\$ 4,952</b>	<b>\$ 495</b>	<b>\$ 4,457</b>
<b>Amendment No. 37</b>					
MSI-5010	CRN	CRN Lead Paint Abatement and Consulting Services	\$ 3,754	\$ 375	\$ 3,379
MSI-5008	CRN	CRN Siren	\$ 10,113	\$ 1,011	\$ 9,102
MSI-5015	CRN	CRN Permanent Fence	\$ 5,043	\$ 504	\$ 4,539
MSI-1209R	FCCF	FCCF Receptacle Light Installation	\$ 12,336	\$ 1,234	\$ 11,102
MSI-5031	HPK	HPK SCE Trenching	\$ 12,623	\$ 1,262	\$ 11,361

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-UNI-002	MMC	MMC Concrete Under Asphalt	\$ 9,765	\$ 977	\$ 8,789
MSI-UNI-003	MMC	MMC Electrical Power Conduits	\$ 2,703	\$ 270	\$ 2,433
<b>Amendment No. 37 Subtotal</b>			<b>\$ 56,337</b>	<b>\$ 5,634</b>	<b>\$ 50,703</b>
<b>Amendment No. 38</b>					
MSI-5017	PMT	PMT 2nd GeoTechnical Engineering Services	\$ 23,626	\$ 2,363	\$ 21,263
MSI-5030	UCLA	UCLA ACM and LCP Testing Services	\$ 4,725	\$ 473	\$ 4,253
MSI-UNI-004	FCCF	FCCF Relocated Prime Site Equipment		\$ -	\$ -
MSI-5038	SGH	SGH Barrel Tile Roof	\$ 6,843	\$ 684	\$ 6,159
MSI-5021	SGH	SGH NB CX Stand Down Costs	\$ 7,652	\$ 765	\$ 6,887
MSI-5046	DPW38	DPW38 LCP Testing	\$ 2,363	\$ 236	\$ 2,127
MSI-5043	VPK	VPK Tower Foundation	\$ 34,102	\$ 3,410	\$ 30,692
MSI-5006	VPK	VPK Power Run	\$ 50,027	\$ 5,003	\$ 45,024
MSI-UNI-005	VPK	VPK Retaining Wall Credit	\$ (68,141)	\$ (6,814)	\$ (61,327)
MSI-UNI-006	LACFDEL	LACFDEL Reuse of Existing Shelter	\$ (121,819)	\$ (12,182)	\$ (109,637)
MSI-5024	MIR	MIR Additional Topography	\$ 2,205	\$ 221	\$ 1,985
MSI-5061	MDI	MDI 2nd GeoTechnical Engineering Services	\$ 7,588	\$ 759	\$ 6,829
MSI-5028	MDI	MDI Underground Utility Locator	\$ 756	\$ 76	\$ 680
MSI-5029	MDI	MDI Addition Topo Survey	\$ 2,100	\$ 210	\$ 1,890
MSI-5050	WWY	WWY Native American Monitoring	\$ 580	\$ 58	\$ 522
<b>Amendment No. 38 Subtotal</b>			<b>\$ (47,393)</b>	<b>\$ (4,739)</b>	<b>\$ (42,654)</b>
<b>Amendment No. 39</b>					
MSI-5073	AGH	AGH Encroachment Permit Fee	\$ 4,807	\$ 481	\$ 4,326
MSI-5045	CCB	CCB Abatement and Remediation Work	\$ 13,125	\$ 1,313	\$ 11,813
MSI-5076	LACFDEL	LACFDEL New Phase 1 Work_Rev.1	\$ 43,271	\$ 4,327	\$ 38,944
MSI-5068	SPH	SPH Lease Exhibit Option_Rev.1	\$ 1,065	\$ 107	\$ 959
MSI-5063	UNIV	UNIV Recuperation of Cost for Day Tank for Cancelled Site	\$ 11,338	\$ 1,134	\$ 10,204
<b>Amendment No. 39 Subtotal</b>			<b>\$ 73,606</b>	<b>\$ 7,361</b>	<b>\$ 66,245</b>
<b>Amendment No. 41</b>					
MSI-5071	RIH	Location Change	\$ 37,705	\$ 3,771	\$ 33,935
MSI-5070	UNIV	New Phase 1 Work	\$ 51,024	\$ 5,102	\$ 45,922
MSI-5069	RPV1	New Phase 1 Work	\$ 54,696	\$ 5,470	\$ 49,226
MSI-5042	INDWT	Request for Road Repairs	\$ 14,425	\$ 1,443	\$ 12,983
MSI-5067	RHT	ACM/LCP Testing and Monitoring	\$ —	\$ —	\$ —
MSI-5066	SPH	RF Engineering Coverage Assessment/Maps	\$ 12,672	\$ 1,267	\$ 11,405
MSI-5072	LMR	Addition of Microwave Link from BHS to SPH	\$ 22,740	\$ 2,274	\$ 20,466
MSI-5078	CPK	Additional Ice Bridge	\$ 1,975	\$ 198	\$ 1,778
MSI-5081	LMR	LARTCS VHF Frequency Changes	\$ 48,041	\$ 4,804	\$ 43,237
MSI-5087	MTL2	Road Repair Design	\$ 2,200	\$ 220	\$ 1,980
<b>Amendment No. 41 Subtotal</b>			<b>\$ 245,478</b>	<b>\$ 24,548</b>	<b>\$ 220,930</b>
<b>Amendment No. 43 and Amendment No. 44</b>					
MSI-6017	RIH	Addition of Microwave Link	\$ 51,604	\$ 5,160	\$ 46,444
MSI-6016	SPH	Addition of Microwave Link	\$ 61,638	\$ 6,164	\$ 55,474
MSI-6015	UNIV	Addition of Microwave Link	\$ 74,711	\$ 7,471	\$ 67,240
<b>Amendment No. 43 and Amendment No. 44 Subtotal</b>			<b>\$ 187,953</b>	<b>\$ 18,795</b>	<b>\$ 169,158</b>
<b>Amendment No. 45</b>					
MSI-6018	LPC	Environmental Phase II Limited Subsurface Investigation	\$ 19,740	\$ 1,974	\$ 17,766
MSI-6019	MML	Environmental Phase II Limited Subsurface Investigator	\$ 19,310	\$ 1,931	\$ 17,379
<b>Amendment No. 45 Subtotal</b>			<b>\$ 39,050</b>	<b>\$ 3,905</b>	<b>\$ 35,145</b>
<b>Amendment No. 46</b>					
MSI-6043	POM	Asbestos Abatement Services	\$ 330,000	\$ 33,000	\$ 297,000
MSI-6030	JPK/RHT/VPK	Tower Top Amplifier Upgrade for Early Deployment Site Transition	\$ 45,728	\$ 4,573	\$ 41,155
<b>Amendment No. 46 Subtotal</b>			<b>\$ 375,728</b>	<b>\$ 37,573</b>	<b>\$ 338,155</b>

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 47</b>					
MSI-6023	LARICS	LMR System Reconciliation - Engineering & Re-Racking Services	\$ 174,641	\$ 17,464	\$ 157,177
MSI-6045	ONK	Add ONK Prime Site and ASR	\$ 438,279	\$ 43,828	\$ 394,451
MSI-6040	RHH	Soil Removal	\$ -	\$ -	\$ -
MSI-6031	BHS	Soil Removal	\$ 41,577	\$ 4,158	\$ 37,419
MSI-6042	LPC	Soil Removal	\$ 41,854	\$ 4,185	\$ 37,668
MSI-6041	MDI	Soil Sampling	\$ 10,134	\$ 1,013	\$ 9,120
MSI-6034	RHT	Additional Topography	\$ 3,733	\$ 373	\$ 3,360
<b>Amendment No. 47 Subtotal</b>			<b>\$ 710,217</b>	<b>\$ 71,022</b>	<b>\$ 639,196</b>
<b>Amendment No. 48</b>					
MSI-6064	AGH	Easement Payment	\$ 4,055	\$ 406	\$ 3,650
MSI-6062	TOP	Monopole Painted Neutral Brown	\$ 6,104	\$ 610	\$ 5,494
MSI-6050	LARICS	Core and Site Router/Switch Upgrade	\$ -	\$ -	\$ -
<b>Amendment No. 48 Subtotal</b>			<b>\$ 10,159</b>	<b>\$ 1,016</b>	<b>\$ 9,143</b>
<b>Amendment No. 49</b>					
MSI-6061	Various	New Antenna Models and Powder Coating	\$ 110,000	\$ 11,000	\$ 99,000
MSI-6067	MTL2	Removing impediments to road access caused by erosion to the site road, etc	\$ -	\$ -	\$ -
MSI-6069	LARICS	Audio Loopback	\$ -	\$ -	\$ -
<b>Amendment No. 49 Subtotal</b>			<b>\$ 110,000</b>	<b>\$ 11,000</b>	<b>\$ 99,000</b>
<b>Amendment No. 50</b>					
MSI-6076	PRG/AGH	PRG Relocation to AGH for NMDN System	\$ 13,678	\$ 1,368	\$ 12,310
MSI-6077	PRG	VIAMM Implementation	\$ 38,615	\$ 3,862	\$ 34,754
MSI-6086	BJM/TWR	BJM & TWR Generator Noise Mitigation Engineering Assessment Services	\$ 221,211	\$ 22,121	\$ 199,090
MSI-6079	MML	MML Buried Concrete and Rebar Removal	\$ 101,604	\$ 10,160	\$ 91,444
<b>Amendment No. 50 Subtotal</b>			<b>\$ 375,108</b>	<b>\$ 37,511</b>	<b>\$ 337,597</b>
<b>Amendment No. 51</b>					
MSI-6094/ MSI-7014	FCCF/PLM	Leased Fiber Link between FCCF and PLM	\$ 11,617	\$ 1,162	\$ 10,455
MSI-6096	CCB	Microwave Installation Modification	\$ -	\$ -	\$ -
<b>Amendment No. 51 Subtotal</b>			<b>\$ 11,617</b>	<b>\$ 1,162</b>	<b>\$ 10,455</b>
<b>Amendment No. 52</b>					
MSI-7005	CPK	Road Work for Access	\$ 23,393	\$ 2,339	\$ 21,054
MSI-7007	CPK	Utility Power Provision to CPK Site	\$ 10,966	\$ 1,097	\$ 9,869
<b>Amendment No. 52 Subtotal</b>			<b>\$ 34,359</b>	<b>\$ 3,436</b>	<b>\$ 30,923</b>
<b>Amendment No. 53</b>					
MSI-7003	Various	VIAMM Multiple Site Implementation	\$ 186,594	\$ 18,659	\$ 167,935
MSI-7010	MDI	Utility Power Work	\$ 155,866	\$ 15,587	\$ 140,279
<b>Amendment No. 53 Subtotal</b>			<b>\$ 342,460</b>	<b>\$ 34,246</b>	<b>\$ 308,214</b>
<b>Amendment No. 54</b>					
MSI-7011	RPVT	Utility Power Survey Services	\$ 11,000	\$ 1,100	\$ 9,900
MSI-7012	WMP and WTR	Utility Power Work	\$ 121,895	\$ 12,190	\$ 109,706
MSI-7015	CPK	Subgrade Concrete Structure Evaluation Services	\$ 5,812	\$ 581	\$ 5,231
<b>Amendment No. 54 Subtotal</b>			<b>\$ 138,707</b>	<b>\$ 13,871</b>	<b>\$ 124,836</b>
<b>Amendment No. 55</b>					
MSI-7013	TOP	Outdoor Power System and Equipment	\$ 196,126	\$ 19,613	\$ 176,513
<b>Amendment No. 55 Subtotal</b>			<b>\$ 196,126</b>	<b>\$ 19,613</b>	<b>\$ 176,513</b>
<b>Amendment No. 56</b>					
MSI-7008	TOP	Biota Reports	\$ 13,972	\$ 1,397	\$ 12,575

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 56 Subtotal</b>			\$ 13,972	\$ 1,397	\$ 12,575
<b>Amendment No. 57</b>					
MSI-7024	CPK	Removal of Subgrade Concrete Structure	\$ 8,566	\$ 857	\$ 7,709
<b>Amendment No. 57 Subtotal</b>			\$ 8,566	\$ 857	\$ 7,709
<b>Amendment No. 58</b>					
MSI-7025	UNIV	Redesign Work	\$ 61,668	\$ 6,167	\$ 55,501
<b>Amendment No. 58 Subtotal</b>			\$ 61,668	\$ 6,167	\$ 55,501
<b>Amendment No. 59</b>					
MSI-7049	POM	Correction of Fire Alarm Deficiency	\$ 5,282	\$ 528	\$ 4,754
MSI-7044	RPVT	Antenna Powder Coating	\$ 6,874	\$ 687	\$ 6,187
MSI-7051	LAC072	Antenna Powder Coating	\$ 509	\$ 51	\$ 458
MSI-7045	MML	Utility Power Survey	\$ 3,465	\$ 347	\$ 3,119
<b>Amendment No. 59 Subtotal</b>			\$ 16,130	\$ 1,613	\$ 14,517
<b>Amendment No. 63</b>					
MSI-7060	WTR	Utility Power Provision	\$ 10,788	\$ 1,079	\$ 9,709
<b>Amendment No. 63 Subtotal</b>			\$ 10,788	\$ 1,079	\$ 9,709
<b>Amendment No. 64 and Amendment No. 88</b>					
MSI-7064/ MSI-7090	TWR	Survey for SCE Conveyance	\$ 12,428	\$ 1,243	\$ 11,185
<b>Amendment No. 64 nd Amendment No. 88 Subtotal</b>			\$ 12,428	\$ 1,243	\$ 11,185
<b>Amendment No. 77</b>					
MSI-7072	UNIV	Power Meter Payment	\$ 8,494	\$ 849	\$ 7,645
MSI-7067	FRP	Bollards Around SCE Transformer	\$ 7,636	\$ 764	\$ 6,872
<b>Amendment No. 77 Subtotal</b>			\$ 16,130	\$ 1,613	\$ 14,517
<b>Amendment No. 83</b>					
MSI-7077	BURI	Antenna Changes FCC Requirements	\$ 17,412	\$ 1,741	\$ 15,671
<b>Amendment No. 83 Subtotal</b>			\$ 17,412	\$ 1,741	\$ 15,671
<b>Amendment No. 86</b>					
MSI-7080	--	LMR DTVRS UHF Information Only Coverage Testing	\$ -	\$ -	\$ -
MSI-7085	GRM	Surveying for Power Easement	\$ 6,197	\$ 620	\$ 5,577
MSI-7084	PMT	Road Maintenance	\$ 5,241	\$ 524	\$ 4,717
MSI-7086	WMP	Road Maintenance	\$ 2,948	\$ 295	\$ 2,653
<b>Amendment No. 86 Subtotal</b>			\$ 14,386	\$ 1,439	\$ 12,947
<b>Amendment No. 88</b>					
MSI-7083	Various	USFS Sites Field Implementation of VIAMM – Ice Shields and Awnings	\$ 15,518	\$ 1,552	\$ 13,966
MSI-7089	BKK	MPLS Reconfiguration	\$ 414	\$ 41	\$ 373
MSI-7091	--	iPASONET Server Replacement	\$ -	\$ -	\$ -
<b>Amendment No. 88 Subtotal</b>			\$ 15,932	\$ 1,593	\$ 14,339
<b>Amendment No. 90</b>					
MSI-7092	UNIV	Fire Suppression System	\$ 60,717	\$ 6,072	\$ 54,645
<b>Amendment No. 90 Subtotal</b>			\$ 60,717	\$ 6,072	\$ 54,645
<b>Amendment No. 91</b>					
MSI-7096	Various	Replacement of Comparators (MLC8000 for GRV8000)	\$ -	\$ -	\$ -
MSI-7098	ONK/SGH/CCT	Interference Investigation	\$ 14,806	\$ 1,481	\$ 13,325
<b>Amendment No. 91 Subtotal</b>			\$ 14,806	\$ 1,481	\$ 13,325
<b>Amendment No. 92</b>					
MSI-7100	SGH, SPH	ACVRS TRO5 Subsystem Addition	\$ 337,635	\$ 33,764	\$ 303,872
MSI-7099	FCCF	Fire Logging Recorder	\$ 4,124	\$ 412	\$ 3,712
<b>Amendment No. 92 Subtotal</b>			\$ 341,759	\$ 34,176	\$ 307,583
<b>Amendment No. 99</b>					
MSI-7103	FCCF, PLM	Leased Fiber Link between FCCF and PLM	\$ 11,617	\$ 1,162	\$ 10,455
<b>Amendment No. 99 Subtotal</b>			\$ 11,617	\$ 1,162	\$ 10,455

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS</b>			<b>\$ 3,689,301</b>	<b>\$ 368,930</b>	<b>\$ 3,320,371</b>

**Note 1:** The above identified Change Order Modifications have been fully negotiated between the Authority and the Contractor, and the above amounts represent a full and final resolution of all changes contained in those identified Change Order Modifications.



## SCHEDULE OF PAYMENTS

### EXHIBIT C.22 - LMR SUBSYSTEM ACCEPTANCE PAYMENT SCHEDULE

TOTAL HOLDBACK AS OF AMENDMENT NO. 99	HOLDBACK
Phases 1 to 4 Holdback	\$13,570,061
LMR Change Order Modifications Holdback	\$368,930
LMR Unilateral Amendments Holdback	\$135,170
MPLS Mobile Backhaul Holdback	\$220,000
<b>SUBSYSTEM HOLDBACK TOTAL</b>	<b>\$14,294,161</b>

Subsystem	COMPLETION ACCEPTANCE			TESTING			HOLDBACK				Total
	Date of Completion	Percentage	Payment of Subsystem Phase 4 Completion Acceptance	Testing Percentage	Subsystem Acceptance Testing	Coverage Acceptance Testing	Release of Holdback of Coverage 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	
NMDN (Phase 1)	9/28/2022	10%	\$921,735			\$176,709		\$556,099	\$149,481	\$708,043	\$2,512,067
DTVRS (17 Cells/Sites out of 33 Cells/Sites)	6/6/2022	55%	\$0	50%		\$614,710	\$68,301	\$0	\$0	\$0	\$683,011
DTVRS (16 Cells/Sites out of 33 Cells/Sites)	1/23/2023		\$5,069,545			\$578,550	\$64,283	\$2,960,936	\$826,817	\$3,949,054	\$13,449,186
LARTCS	6/9/2023	10%	\$921,735	25%		\$596,630	\$66,292	\$489,807	\$149,481	\$708,043	\$2,931,988
ACVRS	6/21/2023	20%	\$1,843,471	25%		\$596,630	\$66,292	\$1,051,531	\$300,000	\$1,428,267	\$5,286,191
NMDN (Phase 2) Completion final System Document	8/18/2023	5%	\$460,868					\$271,098	\$74,221	\$347,931	\$1,154,118
Functional Test Acceptance 80%	6/6/2022				\$304,662			\$16,926		\$21,157	\$342,745
Functional Test Acceptance 20%					\$76,166			\$4,231			\$80,397
<del>Special Operational Test Acceptance</del>					\$0			\$0		\$0	\$0
<del>Stress Test Acceptance</del>					\$0			\$0		\$0	\$0
<del>Voice Aerial Coverage Test Acceptance</del>					\$0			\$0		\$0	\$0
<del>Voice Waterway Coverage Test Acceptance</del>					\$0			\$0		\$0	\$0
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
<b>Final System Acceptance</b>		<b>100%</b>	<b>\$9,217,354</b>	<b>100%</b>	<b>\$523,638</b>	<b>\$2,563,229</b>	<b>\$265,169</b>	<b>\$5,358,563</b>	<b>\$1,500,000</b>	<b>\$7,170,430</b>	<b>\$26,598,382</b>
<b>\$9,217,354</b>				<b>\$3,086,867</b>			<b>\$14,294,161</b>				