

**CHANGE ORDER NO. 3 TO THE SYSTEM PURCHASE AGREEMENT BETWEEN
CITY OF STEPHENVILLE, TEXAS AND L3HARRIS TECHNOLOGIES, INC.**

This Change Order No. 3 (“*Change Order*”) is made and entered into this 22nd day of August, 2023 (the “*Effective Date*”), by and between City of Stephenville, Texas (“*Buyer*”) and L3Harris Technologies, Inc. acting through its Communication Systems Segment (“*Seller*”).

RECITALS

WHEREAS, the parties previously entered into that certain System Purchase Agreement between City of Stephenville, Texas and L3Harris Technologies, Inc., dated December 3, 2021, as amended from time to time (the “*Contract*”);

WHEREAS, the parties wish to modify the scope to be provided under the Contract by adding certain items thereto, and to consume in full the balance of a credit carried over from Change Order #2, in the amount of \$22,038.72, as set forth in greater detail herein;

WHEREAS, the parties now desire to enter into this Change Order No. 3 to modify the Contract;

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Change Order and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller hereto do hereby agree as follows:

1. Capitalized terms used but not defined in this Change Order shall have the meaning assigned to them in the Contract.
2. “**Total Agreement Price**” means the sum of the Project Total row of the Pricing Summary in the Contract, or one million three-hundred fifty-seven thousand, one-hundred fourteen dollars and ten cents (\$1,357,114.10).
3. The items of Terminal Hardware and related accessories in the Contract are hereby modified as set forth in the Scope and Pricing Summary (the “**CO #3 Equipment**”) which is attached and made a part of this RFC as **Exhibit A** (the “**CO #3 Equipment Order**”).
4. After giving effect to Part 3 of this Change Order, the value of the Change Order #2 Equipment Credit Balance shall be reduced to zero dollars (\$0.00) and no credit will remain on the account of Buyer.
5. The Contract shall be interpreted to contain CO #3 Equipment in the quantities and types set forth herein.
6. The addition of the CO #3 Equipment to the Agreement shall not in any way impede or delay Acceptance of the System, and the supply and installation of the CO #3 Equipment is expressly excluded from the criteria for Acceptance of the System.

7. Buyer shall pay the Change Order #3 Updated Total Agreement Price in accordance with the Change Order #2 Payment Milestone Schedule which is attached as **Exhibit B** and made a part hereof, and otherwise in accordance with Section 9 (Payments) of the Contract.
8. Upon execution of this Change Order, the value of the CO #2 Equipment Credit Balance shall be deemed paid in full.
9. Total Agreement Price –

Description	Date	Value
Total Agreement Price	12/11/2021	\$1,357,114.10
Change Order #1 Price	08/18/2022	\$0.00
Change Order #2 Price	12/02/2022	\$0.00
Change Order #3 Total Price	08/19/2023	\$88,453.36
Change Order #3 Updated Total Agreement Price	08/19/2023	\$1,445,567.46

10. Full Force and Effect – The terms and conditions of the Contract, except as amended herein, shall remain in full force and effect.
11. Execution – This instrument may be executed in one or more counterparts. Documents signed and transmitted electronically shall be deemed original and binding documents.

[Signatures Follow]

IN WITNESS WHEREOF, Buyer and Seller, through their duly authorized representatives, have executed this Change Order.

BUYER

CITY OF STEPHENVILLE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

SELLER

**L3HARRIS TECHNOLOGIES, INC.
COMMUNICATION SYSTEMS SEGMENT**

By:  _____

Name: Jeremy S. Roe

Title: Principal, Contracts

Date: August 22, 2023

EXHIBIT A

CO #3 Equipment Order

INTEROP MATERIAL AND INSTALLATION	QTY	
Materials	1	
Installation	1	
TERMINAL ACCESSORIES TOTAL		\$48,257.48

TERMINAL ACCESSORIES UNITS	QTY	
CHARGER,6-BAY,LI BATTERY, P/XG/XL RADIOS	2	
CHARGER,6-BAY,LI BATTERY, P/XG/XL RADIOS	2	
ANTENNA,WHIP,1/4 WAVE,762-870MHZ	50	
BATTERY, LI-ION, HI-CAPACITY, 4800 MAH	15	
CHARGER,6-BAY,LI BATTERY, P/XG/XL RADIOS	4	
WALL MOUNT KIT,CHARGER,6-BAY,XL-200P	4	
CHARGER,12BAY,LITHIUM,XL	1	
BELT CLIP,METAL	25	
TERMINAL ACCESSORIES TOTAL		\$14,290.00

TERMINAL AND CONSOLE PROGRAMMING HARDWARE AND SOFTWARE	QTY	
CABLE,USB,PROGRAMMING	2	
RPM/RPM2 W/MAST DONGLE & ANNUAL UPDATES	2	
LICENSE,MARKER TONE	3	
TERMINAL AND CONSOLE TOTAL		\$2,134.00

SUBSCRIBER UNITS	QTY	
XL-200M Mobile , Multi-band LTE, Ext Warranty 3-Yr, VHF band, 700/800 MHz, Phase 2 TDMA, 256-AES, 64-DES ENCRYPTION, P25 Trunking, Cabinet XL DESKTOP, Cable Power Y-SPLIT DESKTOP, CABLE XL-MOBILE ETHERNET 45CM, BRACKET MOUNTING XL CONTROL HEAD, CONTROL UNIT XL-CH	6	
XL-200M Mobile , Multi-band LTE, Ext Warranty 3-Yr, VHF band, UHF band, 700/800 MHz, Phase 2 TDMA, 256-AES, 64-DES ENCRYPTION, P25 Trunking, Cabinet XL DESKTOP, Cable Power Y-SPLIT DESKTOP, CABLE XL-MOBILE ETHERNET 45CM, BRACKET MOUNTING XL CONTROL HEAD, CONTROL UNIT XL-CH	2	
SUBSCRIBER UNITS SUBTOTAL		\$45,810.60
CHANGE ORDER #3 TOTAL PRICE		\$110,492.08

EXHIBIT B

CO #3 Payment Milestone Schedule

<i>Milestone</i>	<i>Amount</i>
A.1 Infrastructure Hardware	
Contract Signing	\$ 67,772.45
Detailed Design Review	\$ 67,772.45
Equipment Staging	\$ 135,544.90
Equipment Shipment	\$ 203,317.35
Installation	\$ 101,658.68
Final Acceptance	\$ 101,658.68
A.2 Terminal Hardware	
Terminals	\$ 625,304.09
Other Amounts Due	
Change Order #1 - Signing	\$ 26,689.49
Change Order #2 – Signing	\$ 5,357.30
Change Order #3 Price (Before Application of CO #2 Equipment Credit Balance)	\$ 110,492.08
CO #2 Equipment Credit Balance	(\$ 22,038.72)
Change Order #3 Total Price	\$ 88,453.36
- Change Order #3 – Milestone 1: Change Order #3 – Signing	\$ 48,257.48
- Change Order #3 – Milestone 2: Due Upon Shipment of CO #3 Equipment	\$ 62,234.60
Project Total	\$ 1,445,567.46

[END OF DOCUMENT]