SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

122

FROM: Public Safety Enterprise Communication Project Executive Steering Committee

SUBMITTAL DATE: January 5, 2010

SUBJECT: PSEC Budget Realignment and Contract Amendments

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the PSEC budget realignment to move \$4.1 million to the project's contingency fund;
- 2. Reaffirm the total system cost of \$148.3 million:
- 3. Approve and execute the attached contract Third Amendment with Motorola, Inc. increasing the contract amount from \$111,895,079 to \$114,057,692 to accommodate project revisions and modify contract milestone payment dates;
- 4. Authorize the PSEC Steering Committee to proceed with the implementation of the Public Safety Enterprise Communication (PSEC) Project.

BACKGROUND:

The Board of Supervisors, Executive Office, Sheriff's Department, County Fire, Riverside County Information Technology (RCIT), Facilities Management, and key stakeholders have made a commitment to resolving the County's 800 MHz radio coverage challenges.

(Continued or	Page 2)			111/4
Chestie	In Salas	h	March	Wyy-
Stan Sniff 🚖	John Hawkin		Matthew V	V. Frygre
Sheriff-Coroner		y Fire	Chief Infor	mation Officer
FINANCIAL	Current F.Y. Total Cost:	\$ 2,162,613	In Current Year B	
DATA	Current F.Y. Net County Cost:	0	Budget Adjustme	
	Annual Net County Cost:	0	For Fiscal Year: 0	
SOURCE OF F (75%)	UNDS: General fund designation	on (25%) and Lor	ng-term financing	Positions To Be Deleted Per A-30
				Requires 4/5 Vote
C.E.O. RECOM	MENDATION:	APPROVE		
			0.	
		BY: Seuna Serena Ch	Chos	
County Execut	ive Office Signature	Serena Ch	now	
County Excoun	.vo Omoo Oignature			<u> </u>
	MINUTES OF TH		SUBEDVISORS	
	MINOTES OF TH	E BOAND OF	BUFERVIOURS	
	motion of Supervisor Stone,			
unanimou	s vote, IT WAS ORDERED th	at the above m	atter is approve	d as recommended
			· ·	
Ayes:	Buster, Tavaglione, Stone	, Benoit and As	•	
Nays:	None			ecia Harper-Ihem
Absent:	None	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		left of the Board
Date:	February 9, 2010	Share DOIT O	OD B	WINUM
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SUBJECT: PSEC Budget Realignment and Contract Amendments

BACKGROUND: (Continued)

The effort commenced in September 2005 and after an extensive RFP evaluation process, the Board of Supervisors awarded \$104.4 million to Motorola Inc. and directed the project team to return to the Board following completion of the detailed design phase of the project.

On March 31, 2009, the Board of Supervisors approved the First Amendment to the Motorola contract to accommodate change orders in the amount of \$7,457,300 to implement the initial design provided by Motorola. This phase of the project is scheduled to be completed in October 2011. On the same date, the Board of Supervisors approved the Second Amendment to the Motorola contract to commence work on the detailed design for the portable radio coverage enhancement phase of the project. The PSEC team plans to return to the Board by May 2010 with the detail design costs for approval.

Change Orders for Amendment #3

The PSEC Project Team, working from the Detail Design for the initial implementation approved by the Board, has identified additional change orders that need to be executed to reconcile equipment needs, and modify proposed technology to better meet the County's requirements. The proposed changes were reviewed and recommended by the PSEC Executive Steering Committee for final approval.

The resulting changes recommended by the PSEC Executive Steering Committee consisted of:

- Increasing the tower height and building modifications at select radio sites to meet coverage objectives.
- A credit from Motorola for the reconciliation of proposed vs. actual equipment order, as well as modifying the equipment order to utilize newer and more flexible wireless technologies.
- The reconciliation of road and power costs due to radio site location changes.
- Increased expense to account for the 1% increase in California sales tax.
- Adding the additional Paradise Site to achieve required coverage.

The recommended changes will require a \$2,162,613 increase to the Motorola contract. The contract total cost will change from the currently approved \$111,895,079 to \$114,057,692.

Budget Realignment

The PSEC Project Team operating expenses and the land acquisition costs are now projected to be \$ 4.1 million less than originally estimated. Good management and diligent monitoring of expenses have resulted in anticipated savings of \$2.8 million in PSEC project team operating expenses and \$1.3 million in land acquisition costs. The PSEC Project Team and the Executive Steering Committee recommend reallocating these funds to the project's contingency to fund the change orders described in this Form 11, and also to maintain enough contingency balance to address potential unforeseen costs. If approved by the Board today, the budget would be realigned with a contingency amount of \$6,437,819, and would remain within the total system cost estimate of \$148.3 million.

SUBJECT: PSEC Budget Realignment and Contract Amendments

Pending Amendment #2 Costs

As indicated above, the portable coverage enhancement design costs will be presented to the Board in May 2010. It is estimated that the overall project costs will be \$13.5 million, of which the County will contribute \$3.1 million. These costs remain pending until after Detailed Design is completed in May 2010, and final approval is received from the Board. Even with this pending cost of \$3.1 million, there will be an estimated remaining contingency balance of \$3,303,438 and the total system cost will remain within the approved \$148.3 million budget.

Project Schedule

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Milestones	Percent Complete	Planned Start	Planned Completion	Comments
Detail Design	100%	Mar 2007	Aug 2008	On schedule
Sites		A Chara		
Upgrades	10%	Sep 2007	Jan 2010	On schedule
Acquisition	60%	Aug 2007	Aug 2009	See note below.
Civil Work	43%	Nov 2007	Mar 2010	On schedule
Complete Site Construction	9%	Oct 2008	Jul 2010	See note below.
Equipment Installation	0%	Dec 2008	Sep 2010	
Complete Acceptance Testing	0%	Jun 2009	Jul 2011	
Training	0%	Apr 2010	May 2011	A STATE OF THE STA
Complete Implementation	0%	Sep 2010	Sep 2011	
60 Day Reliability Test	0%	Aug 2010	Sep 2011	
Final Acceptance	0%	Oct 2010	Oct 2011	
Complete Portable Radio Enhancements	0%	Jan 2009	Oct 2012	

Site Acquisition:

The majority of the private purchases and leases are complete. There is one private purchase in the condemnation process. The Federal sites are delayed resulting from the NEPA process and the lack of Federal resources to perform the necessary environmental surveys. PSEC remains optimistic that site construction will be completed on schedule as planned.

Summary:

The members of the PSEC Executive Steering Committee and the PSEC Project Team have worked diligently to finalize a design that will meet all the operational needs of the departments, and remains committed to completing all aspects of the project within the budget and revised timelines. The PSEC Project Team will continue to provide monthly status reports and quarterly updates to the Board on the project.

MINUTES OF THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.34

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from the Public Safety Enterprise Communication Project Executive Steering Committee regarding approval of the PSEC Budget Realignment and Contract Amendments and approval of the third amendment to the contract with Motorola, Inc. is continued to Tuesday, February 9, 2010 at 9:00 a.m.

I hereby certife	ify that the foregoing is a	a full true,	and correct copy of	of an order made and
entered on	January 2 <u>6</u>	2010		of Supervisors
Minutes.				

WITNESS my hand and the seal of the Board of Supervisors

Dated: January 26, 2010

Kecia Harper-Ihem, Clerk of the Board of Supervisors, in and for the County of Riverside, State of California.

By X GILLIBOUTON

Deputy

AGENDA NO. **3.34**

xc: Committee, COB

(seal)

THIRD AMENDMENT TO THE PUBLIC SAFETY ENTERPRISE COMMUNICATION SYSTEM AGREEMENT

Table of Contents

PSEC Third Amendment General Terms

Exhibit A Change Order No. 21 through Change Order No. 25

PSEC Change Order 021 - Site Power, Roads and Grounding

PSEC Change Order 022 – Microwave System Design PSEC Change Order 023 – 4.9 GHz Component Change

PSEC Change Order 024 – DRD Supplement for Design Changes

PSEC Change Order 025 - Sales Tax Rate Increase

Exhibit B PSEC Third Amendment PRC Supplement

Exhibit C PSEC Third Amendment Restated Attachment MLS

THIRD AMENDMENT TO THE PUBLIC SAFETY ENTERPRISE COMMUNICATION SYSTEM AGREEMENT

This Third Amendment to the Public Safety Enterprise Communication System Agreement (as earlier amended, the "Agreement") by and between the County of Riverside, California (the "County") and Motorola, Inc., a Delaware corporation with a principal place of business at 6450 Sequence Drive, San Diego, California ("VENDOR"), is effective as of date this Amendment becomes fully executed by the parties to the Agreement (the "Amendment Effective Date"), which date shall be confirmed in writing by Notice of the County as the second party to execute this Amendment. Capitalized terms not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement, including as amended by this Amendment.

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1 Amendment of Agreement Articles and Sections

(a) Article 1 of the Agreement is hereby amended to add a new Section 1.6 as follows:

Section 1.6 Supplemental Third Amendment Definitions

As used herein:

- (a) "Final Microwave System Design" means the design of the System's microwave network accepted by the County at the Third Amendment Effective Date.
 - (b) "Third Amendment" means the Amendment to this Agreement approved by the County Board of Supervisors and providing, among other things, for the approval of certain Change Orders set forth in Exhibit A thereto.
- (b) Subsection (a) of Section 34.3 of the Agreement is hereby amended and restated in its entirety as follows:
 - (a) Any provision of this Agreement which contemplates performance or observance subsequent to the termination hereof or the expiration of the Term, including any renewals or extensions thereof, shall survive and continue in full force and effect, including: Section 4.2, Section 8.3, Section 9.5, Section 11.8, Section 14.3, Section 14.6, Section 16.1, Section 19.5, Section 19.6, Section 25.4, Section 27.5, Section 28.1, Section 28.3, Section 28.4, Article 1, Article 5, Article 10, Article 13, Article 15, Article 20, Article 22,

Third Amendment General Terms January 5, 2009

Article 23, Article 24, Article 26 and Article 33. The foregoing shall not serve to limit or impair any claims with respect to any alleged breach of this Agreement prior to expiration or termination.

Section 2 Conditions Precedent to Amendment Effectiveness

This Amendment shall neither be binding nor effective unless and until it shall have been approved by the County Board of Supervisors (the "Board") and executed by the Board's Chairman. The requirements of this Section 2 shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Amendment to be effective and for the expenditure of County funds.

Section 3 Change Orders

- (a) In accordance with Section 6.5 of the Agreement, Change Orders (designated by agreement of the parties as numbers 21-25 and included under Exhibit A hereto) are hereby approved and accepted by the County and VENDOR effective upon the Amendment Effective Date, and the Agreement is hereby amended as specified in such Change Orders. The "Administrative Notes" sections of the Change Orders are not intended to have any legal effect and are simply an informal summary statement. Unless otherwise expressly stated, where Change Orders refer to the "contract" and "contract value" the references are to the Agreement and related Total Contract Price.
- (b) Notwithstanding Section 3(a) of the First Amendment, the Change Orders adopted pursuant to this Amendment shall, as to the resulting net aggregate increase in Total Contract Price set forth in Exhibit B, have such resulting increase payable on the schedule set forth in Attachment MLS.
- (c) The net Total Contract Price increase for the Change Orders included under Exhibit A is set forth in Attachment PRC as amended by this Amendment.

Section 4 Amended Attachments.

- (a) Certain Attachments are hereby amended as provided in the Change Orders included under Exhibit A hereto.
- (b) Attachment PRC to the Agreement is hereby amended to add at the end thereof the Third Amendment Supplemental Pricing section included under Exhibit B hereto.
- (c) Attachment MLS to the Agreement is hereby amended and restated in its entirety in the form of Attachment MLS under Exhibit C hereto.

Third Amendment General Terms January 5, 2009

Section 5 Documentation

- (a) Notwithstanding the requirements of the Agreement prior to the Amendment Effective Date, the County and VENDOR have agreed to certain design, Equipment, and Site development responsibility updates and modifications as set forth in Exhibit A.
- (b) The Change Orders included under Exhibit A adopted pursuant to this Amendment also make any modifications of DRD deemed necessary by the parties to accommodate the intent of the Change Orders.

Section 6 Survival

Any provision of this Amendment which contemplates performance or observance subsequent to the termination of the Agreement or the expiration of the Term, including any renewals or extensions thereof, shall survive and continue in full force and effect.

Section 7 Governing Law

This Amendment shall be governed by and interpreted in accordance with the laws of the State of California.

Section 8 No Waiver

Nothing in this Amendment shall constitute a waiver of any of the rights or obligations under the Agreement of the parties hereto except as expressly set forth herein. No modification, amendment, supplement to or waiver of this Amendment or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought. A failure or delay of either party to this Amendment to enforce at any time any of the provisions of this Amendment or the Agreement as amended at any date or to exercise any option which is herein provided or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of the Amendment or of the Agreement, including as amended hereby.

Section 9 Incorporation by Reference

The following documents, attached hereto or included under Exhibits hereto, are hereby incorporated by reference herein and made a part of this Amendment with the same force and effect as though set forth in their entirety herein (such documents together with the Sections of this Amendment are collectively referred to herein as the "Amendment"):

Exhibit A, under which is the above-referenced Change Orders titled Change Order No. 21 through Change Order No. 25

Exhibit B, under which is the Third Amendment Supplemental Pricing being added to Attachment PRC

Exhibit C, under which is the restated Attachment MLS

Third Amendment General Terms January 5, 2009

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the Amendment Effective Date.

COUNTY OF RIVERSIDE, CALIFORNIA		
BMann Aslelege	ate_ FEB 9 2010	
Name: Marion Ashley	ATTEST:	
Title: Chairman, Board of Supervisors	KECTA HARPER-IHEM, Clerk	
	DEPUTY	
MOTOROLA, INC.		
Ву	ate	
Name: Dan Delaney		
Title: MSSI Vice President		
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FORM PROVED COUNTY COUNSEL & 16

Third Amendment General Terms January 5, 2009

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the Amendment Effective Date.

COUNTY OF RIVERSIDE, CALIFORNIA

BM Grun Adeleg Date FEB 9 2010

Name: Marion Ashley

Title: Chairman, Board of Supervisors

ATTEST:

KECHA HARPER-IHEM, Clerk

DEPUT

MOTOROLA, INC.

 $_{\mathrm{By}}$ $\mathcal{M}\mathcal{M}$

Date 1-15-201

Name: Mark Schmidl

Title: Vice President Motorola Sales and Services, Inc.

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Third Amendment General Terms January 5, 2009

COUNTY OF RIVERSIDE/MOTOROLA CONFIDENTIAL

Exhibit A

Change Order No. 21 through Change Order No. 25

PSEC Change Order 021 – Site Power, Roads and

Grounding

PSEC Change Order 022 - Microwave System Design

PSEC Change Order 023 – 4.9 GHz Component Change

PSEC Change Order 024 – DRD Supplement for Design

Changes

PSEC Change Order 025 - Sales Tax Rate Increase



[CO-0021]

Change Order No. CO-0021

Date: Third Amendment Effective Date

Project Name: PSEC

Customer Name: Riverside County

Customer Project Mgr: Dan Nila

The purpose of this Change Order is to: Document more detailed agreement for provision of power, roads, and external grounding at remote Sites. For the purposes of this change order, Sites is defined as the currently identified sites, excluding sites related to Amendment 2 Enhanced Coverage Sites. These changes do not impact the Total Contract Price or schedule under of the contract.

The changes set forth in this Change Order are approved by means of the Third Amendment to the contract by virtue of the inclusion of this Change Order in Exhibit A thereto. Capitalized terms not otherwise defined herein have the meanings assigned to them in the contract.

VENDOR shall provide electrical power to all remote Sites except for Temescal and Timoteo. The County will provide power to Temescal and Timoteo radio sites.

The County shall provide the road grading at the following Sites, provided that for the Margarita Site, 50% of the associated cost of the grading will be borne by each of VENDOR and the County:

- a. El Cariso
- b. Green River
- c. Leona
- d. Line
- e. Margarita
- f. Morongo
- g. Quail Valley
- h. Rancho Carillo
- i. Rice
- j. Sunnyslope
- k. Temescal
- I. Timoteo
- m. Vaquero

Pursuant to Attachment SOW, VENDOR has requested the County's approval of certain variances from the five Ohms requirement with respect to grounding systems. Those variances and all other waivers with respect to ground conductors that do not meet standards as strict as R56 requirements are reflected in the specific parameters for each applicable Site under the table heading "Site Resistance—Ohms". No such variance or waiver shall oblige the County to grant any similar variance or waiver in the future. VENDOR shall provide external grounding designs at the sites identified below in accordance with the type and quantity of electrodes identified below.



[CO-0021]

		P ²⁰⁷ (0.5
Site	TVER COURTON Electrons	Site Resistance (Chms)
Avocado Flats A	(11) Rods 5/8" x 10' Copper rods	
Big Maria	(6) K2L-10CS XIT	
Black Jack A	(11) 5/8" x 10' Copper rods	
Black Rock	(6) K2L-10CS XIT	_
Blue Mountain D	(5) L shaped XIT + shelter + tower + 63x63	
Box Spring	(2) K2-3-30CS XIT (30 ft XIT)	_
Cactus City	(2) XIT (Tower and Tank Only) attached to existing ATT ring	
Chuckwalla	(18) 5/8" x 10' Copper rods	
Iron Mountain D	(5) k2L-10CS	_
Lake Matthews E	(13) 13 5/8" x 10' Copper rods	
Marshell H	(5) 10' L-Shaped XIT	_
Morongo E	(4) 20' XIT + (12) 10' x 5/8" Rods	_
Perris	(10) 5/8" x 10' Copper rods	
Ranger Peak D	(5) K2-40CS	
Ridge Road C	(14) 5/8" x 10' Copper rods	
Santa Rosa Peak	(16) 5/8" x 10' Copper rods	
Santiago Peak B	(12) 5/8" x 10' Copper rods	- Assistant
White Water	(6) XIT L Shaped	

Page 2 of 4

Change Order 0021 Site Power Roads Grounding 2009 12 28 FINAL28 FINAL



[CO-0021]

Winchester A	(8) 5/8" x 10 ft Copper rods	

Contract # CA004I154B Contract Date: 1/30/07

The following information is for VENDOR's administrative purposes only. For purposes of modifying the contract, all changes in Total Contract Price or project schedule related to this Change Order are set forth in Exhibit B to the Third Amendment, and this Change Order incorporates the Exhibit B provisions that confirm the information below:

ADMINISTRATIVE NOTES:

Contract Price Adjustments

	Without Tax	Tax	With Tax
Original Contract Value:	\$98,716,366.31	\$5,721,412.37	\$104,437,778.68
Previous Change Order amounts for			
Change Order numbers 1 through 20	\$7,325,712.95	\$131,587.00	\$7,457,299.95
This Change Order:	\$0	\$0	\$0
New Contract Value:	\$106,042,079.26	\$5,852,999.37	\$111,895,078.63

Completion Date Adjustments

	Original Completion Date:	October 22, 2010
Current Cor	npletion Date prior to this Change Order:	March 21, 2012
	New Completion Date:	March 21, 2012



[CO-0021]

Changes in Equipment: (additions,	deletions or modifications)	
None		
4		
Changes in Services: (additions, de	eletions or modifications)	3703
See description above		
	CANAL STATE OF THE	
Schedule Changes: (describe changes)	nge or N/A)	Mary 1
None		
		
Proposition of the second	Z-N/AL	
Pricing Changes: (describe change None.	e or N/A)	
None.		
113 113 113 113 113 113 113 113 113 113	The state of the s	
Customer Responsibilities: (descri	ribe change or N/A)	
None		
Payment Schedule for this Change	e Order:	
(describe new payment terms applic	able to this change order)	48-40-c
None		



[CO-0022]

Change Order No. CO-0022

Date: Third Amendment Effective Date

Project Name: PSEC

Customer Name: Riverside County

Customer Project Mgr: Dan Nila

The purpose of this Change Order is to: update, as the anticipated final microwave system design for the System, earlier content in the Agreement. The design and cost information in Annex A (Microwave_Design_Price_Reconciliation_2009_11_9.pdf) shall supplement the data in DRD section 13 (Microwave) and provides details describing changes to the microwave system design since the Detail Design Review. This Change Order also provides for additional funding to cover the increase in cost related to the above change in System design that was not previously included in the Total Contract Price.

The changes set forth in this Change Order are approved by means of the Third Amendment to the contract by virtue of the inclusion of this Change Order in Exhibit A thereto. Capitalized terms not otherwise defined herein have the meanings assigned to them in the contract.

Contract # CA004I154B Contract Date: 1/30/07

The following information is for VENDOR's administrative purposes only. For purposes of modifying the contract, all changes in Total Contract Price or project schedule related to this Change Order are set forth in Exhibit B to the Third Amendment, and this Change Order incorporates the Exhibit B provisions that confirm the information below:

ADMINISTRATIVE NOTES:

Contract Price Adjustments

	Without Tax	Tax	With Tax
Original Contract Value:	\$98,716,366.31	\$5,721,412.37	\$104,437,778.68
Previous Change Order amounts for			
Change Order numbers 1 through 21	\$7,325,712.95	\$131,587.00	\$7,457,299.95
This Change Order:	\$1,931,140.00	\$32,916.00	\$1,964,057.00
New Contract Value:	\$107,973,219.26	\$5,885,915.37	\$113,859,135.63

Completion Date Adjustments

		Original Completion Date:	October 22, 2010
Curre	nt Completion E	Pate prior to this Change Order:	March 21, 2012

Page 1 of 8

Change Order 0022 Microwave System Design 2009 12 28 Final28 Final



[CO-0022]

New Completion Date:

March 21, 2012

Page 2 of 8

Change Order 0022 Microwave System Design 2009 12 28 Final28 Final



[CO-0022]

Changes in Equipment: (additions, deletions or modifications)
Equipment quantities change in accordance with the final microwave system design.
Changes in Services: (additions, deletions or modifications)
Services as described in the microwave pricing file.
corrides do described in the finerowave pricing file.
Schedule Changes: (describe change or N/A)
None
Pricing Changes: (describe change or N/A)
The contract value is increased by \$1,931,140.46 (does not include any taxes) due to additional
microwave equipment and services.
Customer Responsibilities: (describe change or N/A)
None
Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)
None None

Page 13 of 42

CHANGE ORDER [CO-0022]

MOTOROLA

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Page 4 of 8

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age 4 of 8

Microwave System Design
2009 12 28 Final28 Final
RIVERSIDE COUNTY/MOTOROLA CONFIDENTIAL

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CHANGE ORDER [CO-0022]

MOTOROLA

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Page 5 of 8

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age 5 of 8

Microwave System Design
2009 12 28 Final28 Final
RIVERSIDE COUNTY/MOTOROLA CONFIDENTIAL

Î

CHANGE ORDER [CO-0022]

MOTOROLA

age 6 of 8

Microwave System Design
2009 12 28 Final28 Final
RIVERSIDE COUNTY/MOTOROLA CONFIDENTIAL 13222119 Page 6 of 8

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CHANGE ORDER [CO-0022]

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	\$43,114.62	28 086 HC\$	\$30,075.55	\$23,486.89	*****	****	426.347.75	426.307.78	\$29,187.73		\$29,187.72	\$49,375.49	\$57,592.72	\$67,962.72		\$36,326.81	\$36,848.63	\$01,760,000	\$12.752.75	313,390,00		36Z.7Z/ZI	**************************************	\$1.401, FEC. 11		
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Page 7 of 8

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age 7 of 8

Microwave System Design
2009 12 28 Final28 Final
RIVERSIDE COUNTY/MOTOROLA CONFIDENTIAL

age 8 of 8

Microwave System Design
2009 12 28 Final28 Final
RIVERSIDE COUNTY/MOTOROLA CONFIDENTIAL



[CO-0023]

Change Order No. CO-0023

Date: Third Amendment Effective Date

Project Name: PSEC

Customer Name: Riverside County

Customer Project Mgr: Dan Nila

The purpose of this Change Order is to: permit the County to incorporate into the System new broadband architecture and realize associated cost savings. Prior to this Change Order, the contract provided for 4.9 GHz Quattro Access Points, Vehicular Mobile Modems, and associated Master Site Equipment. The Quattro components will be replaced with DUO components, resulting in a net reduction in Total Contract Price of \$1,279,915.66 (excluding tax).

The changes set forth in this Change Order are approved by means of the Third Amendment to the Public Safety Enterprise Communication Agreement dated as of January 30, 2007 (as amended, the "Agreement") by virtue of the inclusion of this Change Order in Exhibit A thereto. Capitalized terms not otherwise defined herein have the meanings assigned to them in the Agreement.

Contract # CA004I154B Contract Date: 1/30/07

The following information is for VENDOR's administrative purposes only. For purposes of modifying the contract, all changes in Total Contract Price or project schedule related to this Change Order are set forth in Exhibit B to the Third Amendment, and this Change Order incorporates the Exhibit B provisions that confirm the information below:

ADMINISTRATIVE NOTES:

Contract Price Adjustments

	Without Tax	Tax	With Tax
Original Contract Value:	\$98,716,366.31	\$5,721,412.37	\$104,437,778.68
Previous Change Order amounts for			
Change Order numbers 1 through 22	\$9,256,852.95	\$164,503.00	\$9,421,356.95
This Change Order:	(\$1,279,915.66)	(\$111,992.62)	(\$1,391,908.28)
New Contract Value:	\$106,693,303.60	\$5,773,922.75	\$112,467,227.35

Completion Date Adjustments

Original Completion Date:	October 22, 2010
Current Completion Date prior to this Change Order:	March 21, 2012
New Completion Date:	March 21, 2012

Page 1 of 3

Change Order 0023 Quatro to Duo 2009 12 28 FINAL28

FINAL

RIVERSIDE COUNTY/MOTOROLA CONFIDENTIAL



CHANGE ORDER [CO-0023]

00 0020]

Page 2 of 3

Change Order 0023 Quatro to Duo 2009 12 28 FINAL28 FINAL

RIVERSIDE COUNTY/MOTOROLA CONFIDENTIAL



[CO-0023]

Changes in Equipment: (additions, deletion						1/a
Quantities remain the same, substituting	g new DUC	units in	place of o	old style	QUATTF	RO units
						
Changes in Services: (additions, deletions	or modifica	tions)				
None			51982 01	3773-9949		
Sebadul Characteristics	(4) () () () () () () ()	24.2		PAD (U		
Schedule Changes: (describe change or N. None	/A)					
none						
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	2000		and the second	7.50		
Pricing Changes: (describe change or N/A)				-1-1-1-1		Access 1
Original contract value reduced by \$1,2	79,915.66	(without t	axes) du	e to price	reduction	on on new
DUO units versus original QUATTRO ur			redit and	not a ca	sn retun	d, the credit
will be used to purchase additional equi	pment or s	ervices.	**	· · · · · · · · · · · · · · · · · · ·		
					Name of the state	
Customer Responsibilities: (describe char	nge or N/A)			144		
None						
Payment Schedule for this Change Order						
(describe new payment terms applicable to t	this change	order)				
None	·					



[CO-0024]

Change Order No. CO-0024

Date: Third Amendment Effective Date

Project Name: PSEC

Customer Name: Riverside County

Customer Project Mgr: Dan Nila

The purpose of this Change Order is to: effect certain System design changes by supplementing DRD. Approved design changes are set forth in Annex A (2009 12 14 Post DR Potential Design Changes.pdf).

The changes set forth in this Change Order are approved by means of the Third Amendment to the contract by virtue of the inclusion of this Change Order in Exhibit A thereto. Capitalized terms not otherwise defined herein have the meanings assigned to them in the contract.

Contract # CA004I154B Contract Date: 1/30/07

The following information is for VENDOR's administrative purposes only. For purposes of modifying the contract, all changes in Total Contract Price or project schedule related to this Change Order are set forth in Exhibit B to the Third Amendment, and this Change Order incorporates the Exhibit B provisions that confirm the information below:

ADMINISTRATIVE NOTES:

Contract Price Adjustments

	Without Tax	Tax	With Tax
Original Contract Value:	\$98,716,366.31	\$5,721,412.37	\$104,437,778.68
Previous Change Order amounts for			
Change Order numbers 1 through 23	\$7,976,937.29	\$52,510.38	\$8,029,448.67
This Change Order:	\$872,209.79	(\$36,970.00)	\$835,219.79
New Contract Value:	\$107,565,513.39	\$5,736,932.75	\$113,302,447.14

Completion Date Adjustments

Original Completion Date:	October 22, 2010
Current Completion Date prior to this Change Order:	March 21, 2012
New Completion Date:	March 21, 2012

Page 1 of 7

Change Order 0024 Misc Post DR Changes 2009 12 28 FINAL28 FINAL



[CO-0024]

			STATE OF THE STATE		
Changes in Equipmen	it: (additions, deletio	ons or modifica	ations)		
See attached file					
				·	
		· _ ·		<u> </u>	·
Changes in Services:	(additions, deletions	s or modification	ons)		and the second second
See attached file				Zanie za za za za za za za za za za za za za	
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Schedule Changes: (d	lescribe change or N	V/A)			
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None					
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Pricing Changes: (des	cribe change or N/A)			
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	5/10 - M/4				
Customer Responsibil	lities: (describe cha	inge or N/A)		TANASA SAST	
None					
Payment Schedule for	Alia Chango Ordo			The second of th	
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(describe new payment	тегті аррисавіе ю	<u>This change o</u>	rder)	A STATE OF THE STA	
None					

MOTOROLA

CHANGE ORDER [CO-0024]

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Page 4 of 7

age 4 of 7 Change Order 0024 Misc Post
DR Changes 2009 12 28
FINAL28 FINAL
RIVERSIDE COUNTY/MOTOROLA CONFIDENTIAL

CHANGE ORDER [CO-0024]

Annex A for Change Order 24

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Microsane as- built description equipment fat, and drawings.	Equipment let, comple	8						
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	Add ARB to equipment list and provide Add PARS to equipment list and provide Add ARB to equipment list and ARB to the reconciliation lists. ***ED> - Country uppend to add this to the add the add the	Mostoria to provide the detail design, a Norwest state of the design, county to get, an extranse for the design, county to the file. 19 15 - Meaurite to provide printing 1972 - According to the County the current design has n 1 t. If. Bent to believe up. Price shown is FOM pricing.	Hadwaign the also using Payno cubinors 197 1913 - Matorolis to provide pricing A- Aveiling condemnation 92		Physicians also is charaging from This needs to fireficed, does it need 119 SP2- n upgende of 100 it towar to a or 150 are 120 it towar	Resilicate 57 metalias from the 1/450 metalias alcandes count for the 1/450 metalias automation count for the use of 22 depends bushing realize. Control station prover angiging radios. Control station prover unspiles will be provided for 26 of the bushing metalias all the provided for 10 of the tradition of the Clerk and prover angigit will be provided for the bushing realizes. An integrated power that the Clerk and possible for Absention. The 58 control station count will mental and correlation (deskinges) will be provided.	W2 - Dan requested feet this be entered on a site by also basis.	
Wahrer of 86,0000 for Habber Valley to Big Marts interconaire bets.	Need to add Alls server to Blythe to provide backup meeter she roke kugging	1		increase from 12:26 12:10 building Marganta thorn will increase Noer 75 to 150	Whitevater also is changing from in uppende of 100 H tower to a see 120 K tower	Connect Studien Plade Course	Extra grading is required on- some altos Additional cost associated to cost and she grading. Johns Tree towar (ATC) needs	to be increased to 205 fractores

Page 5 of 7

age 5 of 7 Change Order 0024 Misc Post
DR Changes 2009 12 28
FINAL28 FINAL
RIVERSIDE COUNTY/MOTOROLA CONFIDENTIAL

MOTOROLA

CHANGE ORDER [CO-0024]

Annex A for Change Order 24

	Egulement recondituitor mede to be documented in a formal change onter	92 - Updand equipment exemblation Se was sent on 6/309 this Rivor Recondition PSEC Else, Partipol				38	Aprilegi	Volce	į	\$					
	Hidden Valley additional offs (III	Approve charge 92 - Price shown is ROM pricing.	Pending	\$	KS .	23,000,00 CIVI			# X	122					
	Seacon Hill Towar Incresse to 120 thosa 100 ft	Approve charge	9/2- Approved	ş Ş		125,241 CM	idea:	2	į	2	972 - Approved on Supt. 2nd. County to newlew final pricing	on Supst. End. or fined pricing.			
1	Black Jack tower increase to 150 ft from 60 A	Approve change	9/2 - Approved	\$		44,788 CM		.		#	92 - Approved on Sapt. End. Courty to review final pricing	on Sapt. 2nd. w final pricing.			
1	Shark Rock traceuse to 150 neer Approve change cover from a toxen upgrade		Approved	ş	¥	130,580 CIVI		į	j	2	92 - Approved on Sept. 2nd. County to review final pricing.	on Sapt. 2nd. w final pricing.			
	Vaques tower reduction from 120 to 100 ft	Approve change	9/2- Approved	ş	5	(20,128) Ct/8		å	i i	#	92 - Approved on Sapt. End. County to review finel pricing	92 - Approved on Sapt. End. County to review final pricing.			
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1	Persoline P residuals and baselands and baselands	composition of projects will head equipment the entitle Coom (Ang Panales radio also. Motorola to povide the equipment and installation services forces to include any circl work to the desired on some or to the control of the contr	Approved	ş				į	ž					-	
	County to provide the frequency coordination	Metoscla to provides a contract or fund John Barkinslan to do the Frequency condington	edit to Approved	á											
1		Total Motorote Contract Ct	tract Changes without tones =	A.t. ferres .		872.210.18							1		
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Page 6 of 7

age 6 of 7 Change Order 0024 Misc Post
DR Changes 2009 12 28
FINAL28 FINAL
RIVERSIDE COUNTY/MOTOROLA CONFIDENTIAL

CHANGE ORDER [CO-0024]

Annex A for Change Order 24

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		755,225.08 Equipment Ordering	(88,748.50)	2,402.05	45,241,00	SIBBATI	15,730,00			Public order			No cost change	No count change Equipment Ordering
		ş								\$	J	1	8	
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6000 to 14 Post DR Polential Design Change

Page 4 of 4

age 7 of 7 Change Order 0024 Misc Post
DR Changes 2009 12 28
FINAL28 FINAL
RIVERSIDE COUNTY/MOTOROLA CONFIDENTIAL

Page 7 of 7

Page 28 of 42



[CO-0025]

Change Order No. CO-0025

Date: Third Amendment Effective Date

Project Name: PSEC

Customer Name: Riverside County

Customer Project Mgr: Dan Nila

The purpose of this Change Order is to: effect the taxes increase of state tax from 7.75% to 8.75% for the equipment in the original contract and Amendment 1.

The changes set forth in this Change Order are approved by means of the Third Amendment to the contract by virtue of the inclusion of this Change Order in Exhibit A thereto. Capitalized terms not otherwise defined herein have the meanings assigned to them in the contract.

Contract # CA004I154B Contract Date: 1/30/07

The following information is for VENDOR's administrative purposes only. For purposes of modifying the contract, all changes in Total Contract Price or project schedule related to this Change Order are set forth in Exhibit B to the Third Amendment, and this Change Order incorporates the Exhibit B provisions that confirm the information below:

ADMINISTRATIVE NOTES:

Contract Price Adjustments

	Without Tax	Tax	With Tax
Original Contract Value:	\$98,716,366.31	\$5,721,412.37	\$104,437,778.68
Previous Change Order amounts for			
Change Order numbers 1 through 24	\$8,849,147.08	\$15,540.38	\$8,864,688.46
This Change Order:		\$755,225.00	\$755,225.00
New Contract Value:	\$107,565,513.39	\$6,492,177.75	\$114,057,692.14

Completion Date Adjustments

	Original Completion Date:	October 22, 2010
Curr	ent Completion Date prior to this Change Order:	March 21, 2012

Page 1 of 3

Change Order 0025 Tax increase 2009 12 28 FINAL28 Final

RIVERSIDE COUNTY/MOTOROLA CONFIDENTIAL



[CO-0025]

New Completion Date:

March 21, 2012

Page 2 of 3

Change Order 0025 Tax increase 2009 12 28 FINAL28

Final



[CO-0025]

Changes In Equi	pment: (additio	ns, deletions or	modifications)			
None						
					· · · · · · · · · · · · · · · · · · ·	
Changas in San	daan taddhaa		. Alfan allaman		*****	35474
<mark>Changes in Serv</mark> None	was. (accincilis	, deleuons or mi	ouncauous)		3.400	
110110						
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Schedule Chang	es: (describe cl	nange or N/A)		500		
None						
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					40.4795 Blode N	
Pricing Changes						
This change onl	y increases ta	xes \$775,225.				
					<u> </u>	
Customer Respo	onsibilities: (de	scribe change o	rN/A)		ration.	
None				47-0-18-0-1		
Payment Schedu	ile for this Cha	nge Order:				
<i>(describe new pa</i> None	yment terms ap _l	Diicable to <u>this</u> c	hange order)			
INOTIE						

Page 3 of 3

Change Order 0025 Tax increase 2009 12 28 FINAL28 Final

Exhibit B

PSEC Third Amendment PRC Supplement

Exhibit B

Third Amendment Supplemental Pricing

Attachment PRC is amended to include the following, which sets forth the additions and subtractions to the Total Contract Price resulting from Change Orders 21-25, as approved by the Third Amendment.

							ı				
Third Amendment Changes	25	tal Change ice without Tax	ш	squipment. Price	ā	vices Price	Ш	lax on juipment 8.75%)	Total Price	al Change e with Tax	#0/0
Site Power, Roads, and											
grounding changes	↔		↔		↔	•	↔		↔	•	21
	€	2 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	•	070 700	ŧ	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	6	0.00	6	730 730	ć
Microwave final design changes	^	1,851,140	A	3/0,100	O	308,400,1 ¢	A	32,910	o	1,804,037	77
Quatro to Duo 4.9 Mnz										1	
equipment change	↔	(1,279,916)	↔	(1,279,916) \$ (1,279,916) \$	()	•	()	(111,993)	∨	(1,391,908)	23
Misc. design changes since DR	s	872,210 \$	↔	(422.743)	G	(422.743) \$ 1.294.953	G	(36,970)	6	835,240	24
Sales tax increase for original											
contract and Amendment 1	↔	. 1	↔	. 1	↔	1	မှာ	755,226			25
	69	1,623,435	₩	(1,325,471)	မာ		*	08) 653	8	1,407,388	

Exhibit C

PSEC Third Amendment Restated Attachment MLS

PUBLIC SAFETY ENTERPRISE COMMUNICATION PROJECT ATTACHMENT MLS

Exhibit C

PSEC Third Amendment Restated Attachment MLS



ATTACHMENT MLS

Payment Milestones

Section 10.1 and Section 10.2 of the Agreement provide for certain payments to be made to or from VENDOR based upon VENDOR's satisfaction of obligations by deadline dates derived from the project schedule set forth in Attachment SCH. This Attachment identifies the Milestones (both Incentive Milestones and Installment Milestones) associated with those dates.

An Incentive Milestone may be subdivided into a series of other Incentive Milestones, marking stages of progress leading up to the final related Incentive Milestone. Similarly, an Installment Milestone may be created for each of a series of progress payments due to VENDOR for cumulative partial performance of a single task, such as delivery of a large Order of Subscriber Devices by deadlines set for specified portions of the Order.

The following tables set forth the Incentive Milestones for the Initial System and the Enhanced Coverage System for purposes of Section 10.1(b) of the Agreement and the Installment Milestones for purposes of Section 10.2 of the Agreement, as of the Third Amendment Effective Date, along with the dates by which VENDOR is to achieve these Milestones.

In the event that the County does not issue EC NTP, none of the Enhanced Coverage Milestones are applicable, provided that if EC NTP is issued later than the Incentive Milestone for acceptance of the initial version of EC DRD, the applicable deadline will nevertheless apply.

The "Deadline" dates shown in the following tables indicate the date scheduled for the related event in Attachment SCH as of the Third Amendment Effective Date.

PUBLIC SAFETY ENTERPRISE COMMUNICATION PROJECT ATTACHMENT MLS

A. Initial System Incentive Milestones

Incentive Milestones	Deadline
Acceptance by the County of the Final Design of the initial System	August 27, 2008
Data Subsystem accepted by County as passing functional acceptance testing in accordance with Attachment ATP	January 4, 2011
VHF Subsystem accepted by County as passing functional acceptance testing in accordance with Attachment ATP	January 11, 2011
All dispatcher training successfully completed in accordance with Attachment TRN and Attachment SCH	May 18, 2011
Acceptance for Service of the entire initial System	September 28, 2011

B. Enhanced Coverage Incentive Milestones

Enhanced Coverage Incentive Milestones	Deadline
Acceptance by the County of EC DRD as further described in Attachment SOW	
	March 15, 2010
Acceptance for Service of the Enhanced Coverage System	February 23, 2012

PUBLIC SAFETY ENTERPRISE COMMUNICATION PROJECT ATTACHMENT MLS

C. Installment Milestones



PSEC Third Amendment Attachment MLS January 5, 2009 Revised 12/28/09 Page 4

ATTACHMENT MLS

Section 5.1(e) or other Agreement Reference	Defined ● Installment Milestones	Deadline	Agreement Effective Date Percentage of Total Contract Price Associated with Milestone and Subject to Deferred Payment	Installment Amount for the Initial System as of the Effectiveness of the First Amendment and Pursuant to Second Amendment and Third Amendment	Aggregate Installment Amount for First Amendment Change Orders as of the Effectiveness of the First Amendment
(ii)	Final Design	August 27, 2008	10%	\$10,443,778 ©	\$745,730 €
(iii)	Site Civil Work (completion of all Sites)	July 1, 2010	30%	\$31,331,334	\$2,237,190
(iv) and Third Amendment	Delivery of 50% (by invoiced cost) of all Equipment	April 28, 2010	11.5%	\$12,010,344 plus \$252,446	\$857,589 plus • \$25,166
	PUBLIC SAF		SE JUMMUN		
	1 1	Berger Burger vol. 12 Burg Jang Gorges (1987) Daniel Gregoria		plus 9 \$352,447	
				plus	\$857,590
(iv) and Third Amendment	Delivery of 100% of Equipment	October 19, 2010	11.5%	\$331,695.59 lump sum upon delivery of 100% of Microwave	plus ⊕ \$25,166
				System Equipment to the Sites or to County- designated warehouses	

PSEC Third Amendment Attachment MLS January 5, 2009 Revised 12/28/09 Page 5

ATTACHMENT MLS

				<u> </u>	
	Voice	0-1-144		20 000 750	04.40.4.40
(v)	Subsystem (100% of	October 14, 2010	2%	\$2,088,756	\$149,146
	cells)	2010	270		
	Acceptance				
	of 60% (by				
	invoiced				
(v) and (vi)	cost) of combined	September	6%		
(v) and (vi)	voice	1, 2010	0 76	\$6,266,266	\$447,438
	Subsystem				
	and data				
	Subsystem				
	Data	0-4-144		40 000 750	0440440
(vi)	Subsystem (100% of	October 14, 2010	2%	\$2,088,756	\$149,146
	cells)	2010	2 70		
	Acceptance				
	of Coverage	July 22,	and the second s		
(vii)	Testing of	2011-	2%	\$2,088,756	\$149,146
****	the initial System			From Laboratory	
	Acceptance		- Communication - S	<u> </u>	
(,:::)	for Payment	September	and the second of the second of the second		
(viii)	of the initial	28, 2011, ;;;;;	10%	\$10,443,778	\$745,730
	System		e to a time to the time of time of the time of		
(ix) and	Final Project	March 21,		¢10 442 770 6	\$270 OCE
Second Amendment	Completion 6	2012	5%	\$10,443,778 9	\$372,865
, anonament	Final Project				
First	Completion	October 11,			
Amendment	of the initial	2011	N/A	0	\$745,730 @
	System				
Third	Final				
Amendment	Microwave	N/A 🕏	N/A	¢466 200	NI/A
	System Design			\$466,300	N/A
	Paradise P	prior to		<u> </u>	
Third	Site only:	Enhanced			
Amendment	completion	Coverage	N/A		
	of Civil	Acceptance	44. 1		
DCEC Third Area	Work,	for Service		100100	

PSEC Third Amendment Attachment MLS January 5, 2009 Revised 12/28/09 Page 6

ATTACHMENT MLS

delivery of 100% of		\$725,439	N/A
Equipment to the Site or			
to County- designated			
warehouses,			
resolution of punch list			
items			

- Roman numeral references in this table correspond to that of the Section 5.1(e) clauses defining payments related to the Installment Milestones. Clauses identified with more than one Milestone reflect an interim Installment Milestone for an initial percentage of completion of the related work and a later Installment Milestone for full completion. The actual payment amounts due at any date will be determined in accordance with Section 5.1(e) and the other applicable provisions of this Agreement as it may be amended, including with respect to future Change Orders.
- Actual percentage of the Total Contract Price will vary, e.g., Change Orders are expected to generally have their contract price allocated across the Installment Milestones occurring subsequent to the related Change Order. Percentages shown where applicable total 90%, with 10% of Total Contract Price on the Effective Date having been paid pursuant to Section 5.1(e)(i). "N/A" in column four of the table indicates payment amounts that are not being pro-rated across Installment Milestones occurring subsequent to the related Change Order and are referenced to the Agreement amendment creating the Installment Milestone. "Plus" in columns five and six of this table indicates an addition by Change Order to the payments established at the Agreement Effective Date or (in the case of column six) First Amendment Effective Date, and such additional payments are not necessarily related to the percentages of Total Contract Price shown in column four.
- To be invoiced following the acceptance of DRD as provided under the First Amendment.
- Due to an increase in applicable State of California sales tax rates, taxes on Equipment purchases have increased from 7.75% to 8.75%. The incremental amount of taxes payable as a result of the impact of the 1% tax increase for the System Equipment (other than EC Equipment) is \$755,226. The incremental tax amount will be paid at the same time as the Section 5.1(e)(iv) installment

PSEC Third Amendment Attachment MLS January 5, 2009 Revised 12/28/09 Page 7

ATTACHMENT MLS

payments associated with Equipment delivery are paid and in proportion to such Section 5.1(e)(iv) payments (not including the \$331,695.59 lump sum payment related to the Microwave System Equipment, which includes state sales taxes at the 8.75% rate) shown as the first number in the four cells located in columns five and six of rows three and four of this table.

- If (i) EC NTP is not issued after VENDOR submits for approval (to which submission the County shall respond within 90 days) what is proposed to be the initial accepted version of EC DRD or (ii) the County terminates the Enhanced Coverage System, then provided Final Project Completion of the initial System shall have occurred, VENDOR shall be entitled to invoice the County (as a credit due VENDOR at termination under Article 25) for the amount payable under Section 5.1(e)(ix) and the Final Project Completion Installment Milestone will be deemed to apply only to Final Project Completion of the initial System.
- The amount of \$745,730 represents the 10% of the net increase in Total Contract Price pursuant to the First Amendment that is payable at Final Project Completion of the initial System as a separate Installment Milestone in addition to the 5% Installment Milestone related to the Section 5.1(e)(ix) payment.
- To be invoiced following the acceptance of the Final Microwave System Design pursuant to the Third Amendment.

PUBLIC SAFETY ENTERPRISE COMMUNICATION