

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



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 on Page 2)

Stan Sniff
Sheriff-Coroner-PA

John Hawkins
Chief, County Fire

Matthew W. Frymire
Chief Information Officer

**FINANCIAL
DATA**

Current F.Y. Total Cost: \$ 2,162,613
Current F.Y. Net County Cost: 0
Annual Net County Cost: 0

In Current Year Budget: Yes
Budget Adjustment: No
For Fiscal Year: 09/10

SOURCE OF FUNDS: General fund designation (25%) and Long-term financing (75%)

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Serena Chow
Serena Chow

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley

Nays: None

Absent: None

Date: February 9, 2010

xc: PSEC, Purchasing, Fire, Sheriff, RCIT, COB

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy

Prev. Agn. Ref.: 01/30/07 3.42b.
03/31/09 3.33.

District: ALL

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.41

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.

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

Milestones	Percent Complete	Planned Start	Planned Completion	Comments
Detail Design	100%	Mar 2007	Aug 2008	On schedule
Sites				
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	
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 certify that the foregoing is a full true, and correct copy of an order made and entered on January 26, 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.

(seal)

By: [Signature] Deputy

AGENDA NO.
3.34

xc: Committee, COB

THIRD AMENDMENT TO THE PUBLIC SAFETY ENTERPRISE COMMUNICATION SYSTEM AGREEMENT

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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

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COUNTY OF RIVERSIDE/MOTOROLA CONFIDENTIAL

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.

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

By Marion Ashley Date FEB 9 2010

Name: Marion Ashley

Title: Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-HEM, Clerk

By [Signature]
DEPUTY

MOTOROLA, INC.

By _____ Date _____

Name: Dan Delaney

Title: MSSI Vice President

PUBLIC SAFETY ENTERPRISE COMMUNICATIONS

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE 11/6/10

Third Amendment General Terms January 5, 2009

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COUNTY OF RIVERSIDE/MOTOROLA CONFIDENTIAL

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3.41 FEB 9 2010

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

COUNTY OF RIVERSIDE, CALIFORNIA

By Marion Ashley Date FEB 9 2010

Name: Marion Ashley

Title: Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM, Clerk

By [Signature]
DEPUTY

MOTOROLA, INC.

By Mark Schmidl Date 1-15-2010

Name: Mark Schmidl

Title: Vice President Motorola Sales and Services, Inc.

PUBLIC SAFETY ENTERPRISE COMMUNICATION

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



CHANGE ORDER

[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
- l. 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.



CHANGE ORDER

[CO-0021]

Site Name	Type, Quantity, Electrodes	Site Resistance (Ohms)
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	
Marshall 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	
White Water	(6) XIT L Shaped	



CHANGE ORDER

[CO-0021]

Winchester A	(8) 5/8" x 10 ft Copper rods	
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Contract # CA0041154B

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 Completion Date prior to this Change Order:	March 21, 2012
New Completion Date:	March 21, 2012



CHANGE ORDER

[CO-0021]

Changes in Equipment: *(additions, deletions or modifications)*

None

Changes in Services: *(additions, deletions or modifications)*

See description above

Schedule Changes: *(describe change or N/A)*

None

Pricing Changes: *(describe change or N/A)*

None.

Customer Responsibilities: *(describe change or N/A)*

None

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

None



CHANGE ORDER

[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
Current Completion Date prior to this Change Order:	March 21, 2012



CHANGE ORDER

[CO-0022]

New Completion Date:	March 21, 2012
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CHANGE ORDER

[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.

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



CHANGE ORDER
[CO-0022]

[illegible]

12/27/19

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CHANGE ORDER
[CO-0022]

Verfahren: Quantifizierung

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Change Order 0022
Microwave System Design
2009 12 28 Final28 Final

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[illegible]



CHANGE ORDER
[CO-0022]

[illegible]

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CHANGE ORDER
[CO-0022]

[illegible]

Abstract

Abstract

1



CHANGE ORDER

[CO-0022]

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Change Order 0022
Microwave System Design
2009 12 28 Final
RIVERSIDE COUNTY/MOTOROLA CONFIDENTIAL



CHANGE ORDER

[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



CHANGE ORDER

[CO-0023]



CHANGE ORDER

[CO-0023]

Changes in Equipment: *(additions, deletions or modifications)*

Quantities remain the same, substituting new DUO units in place of old style QUATTRO units

Changes in Services: *(additions, deletions or modifications)*

None

Schedule Changes: *(describe change or N/A)*

None

Pricing Changes: *(describe change or N/A)*

Original contract value reduced by \$1,279,915.66 (without taxes) due to price reduction on new DUO units versus original QUATTRO units. This will be a credit and not a cash refund, the credit will be used to purchase additional equipment or 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



CHANGE ORDER

[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



CHANGE ORDER

[CO-0024]

Changes in Equipment: *(additions, deletions or modifications)*

See attached file

Changes in Services: *(additions, deletions or modifications)*

See attached file

Schedule Changes: *(describe change or N/A)*

None

Pricing Changes: *(describe change or N/A)*

\$887,939.79

Customer Responsibilities: *(describe change or N/A)*

None

Payment Schedule for this Change Order:

(describe new payment terms applicable to this change order)

None



CHANGE ORDER
[CO-0024]

Annex A for Charge Order 24

4	San Mountain tower is increasing from 80 to 150 feet to meet the microwave need of 125059 and 80 % OB tower. Recent microwave surveys require Arlington tower to be 100 % due to the Riverside CAC path.	Original also was a tower also so we moved to a second site that also would have had a 40 ft tower. Site Acquisition issues drove us to a 4th site that needs the higher tower for microwave connection 927 - Note 80 % tower was included in Amendment 1.	92 - Approved	Post Amendment 1 Tower Change	55,372.00 Ch+J	Site	New	118	Equipment list, John drawings.	John	Book	Chuck
10	Arlington back to new shelter 125059 and 80 % OB tower. Recent microwave surveys require Arlington tower to be 100 % due to the Riverside CAC path.	Review for also design and cost analysis. Final Arlington also selected replace the microwave path to Riverside CAC instead of Alessandro and needs the larger tower. 921 - There is a question on why we had to move from Alessandro to CAC. We will handle the redesign cost separately and should enter a new item, cost to handle redesign cost and one for the tower change.	92 - Approved	Post Amendment 1 Tower Change	12,042.00 Ch+J	Site	New	118	Drawings, also information about documentation.	Liam	Book	Chuck
27	Mission tower needs to be increased from 100' to 150' due to re-surveying the path from Elkhorn to Bartlett Peak.	Provide cost increase 921 - Mission to provide the diesel generator cost and Chuck to enter the item 912 - Increase for diesel generator for both is \$7498. Item for Diesel tank and containment basin is \$5K each also.	92 - Approved	Post Amendment 1 Tower Change	2,344.00 Ch+J	Site	New	118	92 - Approved on Sept. 2nd. Query to review final pricing.	John	Book	Chuck
35	Add a diesel generator to Glen Avon and Shunglope	Provide cost increase 921 - Mission to provide the diesel generator cost and Chuck to enter the item 912 - Increase for diesel generator for both is \$7498. Item for Diesel tank and containment basin is \$5K each also.	92 - Approved	Site DO	17,488.00 Ch+J	Site	New	118	Equipment list, John drawings.	Liam	Book	Chuck
38	Harvest Electrical Cost for engineering and installation to construct a cable television tower. Also requires movement of a dish and replacement of the dish bracket.	921 - Mission to provide pricing, this has been approved. 913 - Mission to provide pricing	Approved	Site DO	20,812.50 Ch+J	Site	New	120	Equipment list, John drawings.	Liam	Book	Chuck
45	921 - Ranger Peak, Red Mountain, Bartlett and Riverside CACs (may not require) may all need a back wall to the point the site.	921 - Mission to provide pricing for the back wall 92 - Query is confirming requirement.	Pending	Site DO	168,361.00 Ch+J	Site	New	120				
46	927 - Beacon Hill requires the following changes: a) Near Microwave path from Beacon to Beacon Hill b) Tower increase from 100 to 120 % (original tower was for Paradise) c) Site name change from Paradise F to Beacon Hill	929 a) Site microwave tower changes presentation 921, pricing for this is included in the microwave pricing change b) Additional tower height is needed to improve coverage at the new site versus the original Paradise site, this tower change is priced below c) Need to update system drawings and site drawings with the new site name 913 - 15.5K for name change	92 - Approved	Site DO	15,590.00 Ch+J	Equipment Ordering	New	a. 121 b. 116 c. 120	92 - Approved on Sept. 2nd. Query to review final pricing.	Liam	Book	Chuck

12 14 Post-DX Potential Design Changes in

Page 1 of 4

60327157



MOTOROLA

CHANGE ORDER

[CO-0024]

Annex A for Change Order 24

Item	Description	Quantity	Unit	Material	Price	Notes	Remarks	Remarks	Remarks
47	We will mount a dish on a building directly across from the tower to permit space for 12 - Motorola to generate change order that includes the test.	121	Hour	Hour					
48	We will add ABE server to ERM to provide backup master site while testing	90	Hour	Hour					
49	Motorola will provide the detail design, a cost estimate for this change, county to get an estimate from TMAA to perform the work.	122	Hour	Hour					
50	Motorola will provide the detail design, a cost estimate for this change, county to get an estimate from TMAA to perform the work.	123	Hour	Hour					
51	Motorola will provide the detail design, a cost estimate for this change, county to get an estimate from TMAA to perform the work.	124	Hour	Hour					
52	Motorola will provide the detail design, a cost estimate for this change, county to get an estimate from TMAA to perform the work.	125	Hour	Hour					
53	Motorola will provide the detail design, a cost estimate for this change, county to get an estimate from TMAA to perform the work.	126	Hour	Hour					
54	Motorola will provide the detail design, a cost estimate for this change, county to get an estimate from TMAA to perform the work.	127	Hour	Hour					
55	Motorola will provide the detail design, a cost estimate for this change, county to get an estimate from TMAA to perform the work.	128	Hour	Hour					
56	Motorola will provide the detail design, a cost estimate for this change, county to get an estimate from TMAA to perform the work.	129	Hour	Hour					
57	Motorola will provide the detail design, a cost estimate for this change, county to get an estimate from TMAA to perform the work.	130	Hour	Hour					
58	Motorola will provide the detail design, a cost estimate for this change, county to get an estimate from TMAA to perform the work.	131	Hour	Hour					
59	Motorola will provide the detail design, a cost estimate for this change, county to get an estimate from TMAA to perform the work.	132	Hour	Hour					
60	Motorola will provide the detail design, a cost estimate for this change, county to get an estimate from TMAA to perform the work.	133	Hour	Hour					



Annex A for Change Order 24

Item	Equipment Recommendation	92 - Updated equipment recommendation See memo sent on 8/29/08 about RVCN Reconciliation, PREG Edu, Pwr, 2nd	92 - Approved	Equipment Ordering	Value	New	154
67	Equipment recommendation needs to be documented in a formal change order	92 - Approved				New	
68	Hidden Valley additional site 18	92 - Approved				New	
69	Station 148 tower increase to 120 ft from 80 ft	92 - Approved				New	
70	Black Jack tower increase to 150 ft from 80 ft	92 - Approved				New	
71	Black Jack tower increase to 150 ft from 80 ft	92 - Approved				New	
72	Black Jack tower increase to 150 ft from 80 ft	92 - Approved				New	
73	Black Jack tower increase to 150 ft from 80 ft	92 - Approved				New	
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121	Black Jack tower increase to 150 ft from 80 ft	92 - Approved				New	
122	Black Jack tower increase to 150 ft from 80 ft	92 - Approved				New	
123	Black Jack tower increase to 150 ft from 80 ft	92 - Approved				New	
124	Black Jack tower increase to 150 ft from 80 ft	92 - Approved				New	
125	Black Jack tower increase to 150 ft from 80 ft	92 - Approved				New	



MOTOROLA

CHANGE ORDER

[CO-0024]

Annex A for Change Order 24

Item	Description	Impact	Priority	Equipment	Cost	Notes	Equipment List	Remarks	Check
41	Times Report Times fee increase for 774 is 2.7% fee increase for original contract equipment and amendment	County needs to allocate additional budget for this change	High	Equipment Ordering	755,595.00	152			
42	Equipment reconfiguration fee @ \$100 per hour				(86,748.89)				
43	RFI 007 - RFI 007				2,289.00				
44	For RFI 007 to RFI 007 and RFI 007 for County initial estimate				45,541.00				
45	Personal of Motorola fee included in RFI 007				\$1084.11				
46	Personal fee				15,730.00				
47	RFI 007 - RFI 007								
48	RFI 007 - RFI 007								
49	RFI 007 - RFI 007								
50	RFI 007 - RFI 007								
51	RFI 007 - RFI 007								
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100	RFI 007 - RFI 007								



CHANGE ORDER

[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
Current Completion Date prior to this Change Order:	March 21, 2012



CHANGE ORDER

[CO-0025]

New Completion Date:	March 21, 2012
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CHANGE ORDER

[CO-0025]

Changes in Equipment: *(additions, deletions or modifications)*

None

Changes in Services: *(additions, deletions or modifications)*

None

Schedule Changes: *(describe change or N/A)*

None

Pricing Changes: *(describe change or N/A)*

This change only increases taxes \$775,225.

Customer Responsibilities: *(describe change or N/A)*

None

Payment Schedule for this Change Order:

(describe new payment terms applicable to this change order)

None

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.

Third Amendment Changes	Total Change Price without Tax	Equipment Price	Services Price	Tax on Equipment (8.75%)	Total Change Price with Tax	C/O #
Site Power, Roads, and grounding changes	\$ -	\$ -	\$ -	\$ -	\$ -	21
Microwave final design changes Quatro to Duo 4.9 Mhz equipment change	\$ 1,931,140	\$ 376,188	\$ 1,554,952	\$ 32,916	\$ 1,964,057	22
Misc. design changes since DR Sales tax increase for original contract and Amendment 1	\$ (1,279,916)	\$ (1,279,916)	\$ -	\$ (111,993)	\$ (1,391,908)	23
	\$ 872,210	\$ (422,743)	\$ 1,294,953	\$ (36,970)	\$ 835,240	24
	\$ -	\$ -	\$ -	\$ 755,226		25
	\$ 1,523,435	\$ (1,326,471)	\$ 2,849,905	\$ 639,180	\$ 1,407,388	

Exhibit C

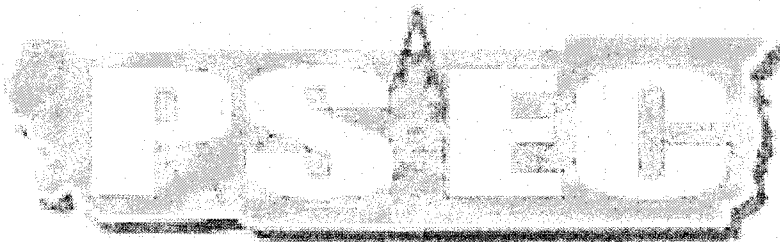
PSEC Third Amendment Restated Attachment MLS

PUBLIC SAFETY ENTERPRISE COMMUNICATION PROJECT

ATTACHMENT MLS

Exhibit C

PSEC Third Amendment Restated Attachment MLS



PUBLIC SAFETY ENTERPRISE COMMUNICATION

*Project of San Gabriel Valley Community College
to provide a secure and reliable communication system*

PUBLIC SAFETY ENTERPRISE COMMUNICATION PROJECT

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

<u>Incentive Milestones</u>	<u>Deadline</u>
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

<u>Enhanced Coverage Incentive Milestones</u>	<u>Deadline</u>
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



PUBLIC SAFETY ENTERPRISE COMMUNICATION

*Improving the way we communicate with each other
and the community we serve*

PUBLIC SAFETY ENTERPRISE COMMUNICATION PROJECT

ATTACHMENT MLS

Section 5.1(e) or other Agreement Reference ^①	Defined ^① Installment Milestones	Deadline	Agreement Effective Date Percentage of Total Contract Price Associated with Milestone and Subject to Deferred Payment ^②	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 ^③	\$745,730 ^③
(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 ^④ \$352,446	\$857,589 plus ^④ \$25,166
(iv) and Third Amendment	Delivery of 100% of Equipment	October 19, 2010	11.5%	\$12,010,345 plus ^④ \$352,447 plus \$331,695.59 lump sum upon delivery of 100% of Microwave System Equipment to the Sites or to County-designated warehouses	\$857,590 plus ^④ \$25,166

PUBLIC SAFETY ENTERPRISE COMMUNICATION PROJECT

ATTACHMENT MLS

(v)	Voice Subsystem (100% of cells)	October 14, 2010	2%	\$2,088,756	\$149,146
(v) and (vi)	Acceptance of 60% (by invoiced cost) of combined voice Subsystem and data Subsystem	September 1, 2010	6%	\$6,266,266	\$447,438
(vi)	Data Subsystem (100% of cells)	October 14, 2010	2%	\$2,088,756	\$149,146
(vii)	Acceptance of Coverage Testing of the initial System	July 22, 2011	2%	\$2,088,756	\$149,146
(viii)	Acceptance for Payment of the initial System	September 28, 2011	10%	\$10,443,778	\$745,730
(ix) and Second Amendment	Final Project Completion ⑤	March 21, 2012	5%	\$10,443,778⑤	\$372,865
First Amendment	Final Project Completion of the initial System	October 11, 2011	N/A	0	\$745,730⑥
Third Amendment	Final Microwave System Design	N/A⑦	N/A	\$466,300	N/A
Third Amendment	Paradise P Site only: completion of Civil Work,	prior to Enhanced Coverage Acceptance for Service	N/A		

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

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COUNTY OF RIVERSIDE/MOTOROLA CONFIDENTIAL

PUBLIC SAFETY ENTERPRISE COMMUNICATION PROJECT

ATTACHMENT MLS

	delivery of 100% of Equipment to the Site or to County-designated warehouses, and resolution of punch list items			\$725,439	N/A
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① 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.

② 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.

③ To be invoiced following the acceptance of DRD as provided under the First Amendment.

④ 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

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COUNTY OF RIVERSIDE/MOTOROLA CONFIDENTIAL

PUBLIC SAFETY ENTERPRISE COMMUNICATION PROJECT

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.

⑤ 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.

⑥ 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.

⑦ To be invoiced following the acceptance of the Final Microwave System Design pursuant to the Third Amendment.

PUBLIC SAFETY ENTERPRISE COMMUNICATION