

AMENDMENT NO. 1

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MOTOROLA, INC.

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2010, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MOTOROLA, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement (Resolution No. 070735) for the purpose of designing, building and implementation/migration of an ANSI/EIA/TIA-102 compliant P25/700MHz Interoperable Radio Communications System (SMIRC) services on April 27, 2010; and

WHEREAS, the parties wish to amend the Agreement to add an additional build out site to the initial sites and adding \$720,000 for a new maximum fiscal obligation of \$5,264,906.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1, Exhibits and Attachments, of the Agreement is hereby amended to read as follows:

The following exhibits and attachments are included hereto and incorporated by reference herein:

1. Exhibits and Attachments

Exhibit A - Services

A-1 Statement of Work

A-2 System Design Description

A-3 Acceptance Test Plan

A-4 Performance Schedule

A-5 Enhanced System Support Statement of Work

Exhibit B - Payment Schedule and Pricing Summary (Revised September 2010)

Appendix 1 - Software License Agreement

Appendix 2 - Master Purchase Agreement

2. Section 3, Payments, of the Agreement is amended to read as follows:

3. PAYMENTS.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **FIVE MILLION TWO HUNDRED SIXTY FOUR THOUSAND NINE HUNDRED SIX DOLLARS (\$5,264,906).**

3. The first five paragraphs of Section A-1, Statement of Work, of Exhibit A to the Agreement are hereby amended to read as follows:

A-1. Statement of Work

Contractor will assist the County in the design, build and integration of an ANSI/EIA/TIA-102 compliant P25/700MHz Interoperable Radio Communications System (SMIRC), for the County. Contractor will provide, assemble and integrate the Equipment and Software, and deliver, install and test the System at designated sites.

This Statement of Work defines the principal activities and responsibilities of all parties for the implementation of the San Mateo Interoperable Radio Communications System (SMIRC), a countywide Project 25 700 MHz Communications System for the County. Deviations and changes to this Statement of Work are subject to mutual agreement between Contractor and the County, and will be addressed in accordance with the Change Order provisions of the Agreement.

The major subsystems included as components* are the Project 25 (P25) Master Site (existing Master Site) and the simulcast subsystem.

*Note: Unless otherwise indicated from the context in which it is used, the word "System" will be used herein to refer to the compilation of the subsystems, interfaces and ancillary systems listed above.

The initial scope of work will include the build out of a simulcast cell consisting of **six** (10 channel) 700MHz sites and two (6 channel) repeater sites. These radio sites will be integrated with the County's existing P25 Master Site and legacy trunked radio system. The **eight** radio sites are:

- Hall of Justice (Prime Site)
- North Peak
- San Bruno Nike
- Pise
- Huddart Park
- Brisbane (Ice House Hill)

- Towne Ridge
- **Rolph Hill**

4. Paragraph 1 of Section A-2, System Design Description, of Exhibit A to the Agreement is hereby amended to read as follows:

Contractor will employ a phased approach to implement the County's 700 MHz P25 trunking system. The first phase will provide mobile coverage throughout most of the County using the following sites:

- San Bruno Nike
- Pise
- North Peak
- Hall of Justice
- Huddart Park
- Brisbane (Ice House Hill)
- Towne Ridge
- **Rolph Hill**

5. The first two paragraphs of the "Simulcast Cell" subsection of Section A-2 of Exhibit A to the Agreement are hereby amended to read as follows:

Simulcast Cell

This solution consists of one simulcast cell, controlled by the prime site located at the Hall of Justice. Audio from the simulcast remote sites is received at these locations and forwarded to the master site core.

The Simulcast Cell in its final configuration consists of 12 RF sites. The sites within Phase 1 are identified within this list:

- Hall of Justice (Co-located with the prime site) – Phase 1
- Foster City
- Half Moon Bay PD
- Mills Hospital
- North Peak – Phase 1
- Pise Lookout – Phase 1
- Rolph Hill – **Phase 1**
- San Bruno Nike – Phase 1
- San Carlos Site 60
- Skylawn
- Sweeney Ridge
- Huddart Park – Phase 1

6. Exhibit B - Payment Schedule and Pricing Summary to the Agreement is replaced with **Exhibit B – Payment Schedule and Pricing Summary (Revised September 2010)**, attached hereto and incorporated into the Agreement.
7. All other terms and conditions of the agreement dated April 27, 2010, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MOTOROLA, INC.

By: _____
SIGNATURE

Date: 8-31-2010

EXHIBIT B
PAYMENT SCHEDULE AND PRICING SUMMARY
 (Revised September 2010)

**AGREEMENT BETWEEN COUNTY OF SAN MATEO
 AND MOTOROLA, INC.**

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

1. PAYMENT SCHEDULE.

A. County will make payment to Contractor according to the following payment schedule:

- 10% Upon Completion of the Contract
- 50% Upon Delivery of Equipment
- 20% Upon Completion of Installation
- 5% Upon Completion of the Acceptance Testing Plan (ATP)
- 15% Upon Final Acceptance

Payment terms are per the contract.

Hardware (P25 System and Master Site)	\$2,979,346
Services (P25 Services and Master Site)	\$604,374
System Integration Services	\$1,768,222
System Discount (@10%)	(\$527,054)
Tax (@ 9.25%)	\$226,769.15
Shipping	\$53,751.56
County Contingency for Additional Work (as requested and approved in writing by the County)	\$159,497
CONTRACT TOTAL	\$5,264,906

1) Effective September 2010, Rolph Hill payment terms are as follows:

- **10% Upon full execution of Amendment No. 1**
- **50% Upon Delivery of Equipment**
- **20% Upon Completion of Installation**
- **5% Upon Completion of the Acceptance Testing Plan (ATP)**
- **15% Upon Final Acceptance**

Rolph Hill Site Cost Breakdown:

Hardware	\$298,538
Services	\$71,169
Licensing	\$16,000
System Level System Integration	\$105,000
System Discount	(\$49,071)
Shipping	\$3,135

Tax	\$26,185
Total	\$470,956

For the Simulcast Optimization and Backup Dispatch Equipment, payment will be due 30 days from delivery of equipment and upon invoice.

Simulcast Optimization and Backup Dispatch Equipment:

Hardware	\$81,407
Tax	\$7,530.15
Shipping	\$610.56
Total	\$89,547.71

2) The \$159,497 for the Contingency listed above may not be billed by Contractor prior to written agreement from the County that additional work is to be performed under this Agreement as directed by the County in advance. Absent such advance written agreement, Contractor is not entitled to any payment for such additional work.

- B. Unless alternative payment terms are stated, Contractor will invoice the County, in advance, for each payment period. All other charges will be billed monthly. The County will submit payment within thirty (30) days of receipt of invoice upon the approval of work performed during the billing cycle.
- C. Each invoice will include the following:
 - Agreement Number
 - Purchase Order Number
 - Actual Services performed/hardware provided, amount billed and amount billed in total
 - The net amount for which payment is due
- D. Contractor will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to the County upon delivery to County's site (FOB Destination). Title to Software will not pass to the County at any time. Contractor will pack and ship all Equipment in accordance with good commercial practices.
- E. The Agreement price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by the County except as exempt by law. If Contractor is required to pay any of these taxes, Contractor will send an invoice to the County and the County will pay to Contractor the amount of the taxes within 30 days after the date of the invoice.
- F. In no event shall total payment under this Agreement exceed **FIVE MILLION TWO HUNDRED SIXTY FOUR THOUSAND NINE HUNDRED SIX DOLLARS (\$5,264,906)**. The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.