

Change Order No. 08

Date: 08/21/18

Project Name: MERA Next Generation Radio System

Customer Name: Marin County

Customer Project Mgr: Ernest Klock

The purpose of this Change Order is to:

Capture the following changes:

- Item #3 and #4 - Addition of MPLS hardware, design and implementation services - including the provisioning of non-LMR traffic, and warranty and post-warranty services

Contract # 31701399

Contract Date: 03/07/17

In accordance with the terms and conditions of the contract identified above between Marin County and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

| | |
|--|------------------|
| Original Contract Value: | \$ 34,337,451.06 |
| Previous Change Order amounts for Change Order numbers <input type="text" value="0"/> through <input type="text" value="7"/> | \$ 4,044,824.90 |
| This Change Order: | \$ 1,934,834.60 |
| Existing Contract Credit: | \$ 0.00 |
| Net Contract Impact of this Change Order: | \$ 1,934,834.60 |
| New Contract Value: | \$ 40,317,110.56 |

Completion Date Adjustments

| | |
|---|-----------|
| Original Completion Date: | 3/27/2019 |
| Current Completion Date prior to this Change Order: | 3/27/2019 |
| New Completion Date: | 3/27/2019 |

Changes in Equipment: *(additions, deletions or modifications)* **Include attachments if needed**

Please refer to the attached equipment list

Changes in Services: *(additions, deletions or modifications)* **Include attachments if needed**

Please refer to the attached Scope of Work (SOW) document

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

The project schedule will be finalized upon CDR approvals and is contingent upon CEQA and site construction timelines

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

Please refer to the attached pricing summary sheet
 Please note that applicable CA taxes has not been applied to equipment pricing

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

Please refer to the attached Scope of Work (SOW) document

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

The Payment milestone plan for this Change Order is the following:

1. 25% of the Change Order Price upon change order execution
2. 65% of the Change Order Price upon shipment of equipment
3. 5% of the Change Order Price upon completion of installation (site by site)
4. 5% of the Change Order Price upon final system acceptance

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola may make partial shipments of Equipment and will request payment upon shipment of such Equipment. In addition, Motorola will invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the Equipment shipped/services performed will be determined by the value of the shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall System package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber Equipment values to total Contract Price. Overdue invoices will bear simple interest at the maximum allowable rate.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan. The annual warranty and post-warranty services costs quoted in this Change Order (Appendix D of the attachment) is in addition to the original contract's annual costs of tech support and infrastructure replacement, SUA II, and Nokia's Maintenance and Upgrade Program for the MPR 9500 system.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

| Motorola Solutions, Inc. | Customer |
|---|-----------------------|
| By: _____ | By: _____ |
| Printed Name: KENT MARTIN | Printed Name: _____ |
| Title: Regional Services Manager | Title: _____ |
| Date: August 21, 2018 | Date: _____ |
| Reviewed by: Kourosh Mostashari | Date: August 21, 2018 |
| _____ Motorola Solutions Project Manager | _____ |

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CHANGE ORDER #8 ATTACHMENT

AUGUST 21, 2018

CHANGE ORDER #8 ATTACHMENT

The following changes have been captured in Change Order #6:

1. Item #3 and #4 - Addition of MPLS hardware, design and implementation services - including the provisioning of non-LMR traffic, and warranty and post-warranty services.

Summary of services included for this item is the following:

- Establish the system architecture and logically identify which networks/sites need to communicate within the system
- Define and build the bandwidth requirements document (TNDR report) for each site
- Define the QoS values for ASTRO and other applications
- Determine demarcation points at each site for non-ASTRO traffic
- Review and validate all the requirements identified in Appendix A
- Define and build the WAN Transport IP Plan for ASTRO application based on the logical design
- Gather, validate and input TNCT parameter for config generation, validation and configuration file generation
- Build and deploy MPLS Configuration files. This includes the Network Management Subsystem
- Ensure all MPLS equipment is installed and connected as specified in the rack drawings
- Ensure physical connectivity has been tested and validated before validating service/logical connectivity
- Each service logical path will be tested using the Y.1564 testing method to validate the design specifications
- Provide As-Built Documentation for provided equipment; this will include a network drawing and final IP plan
- Provide all router configuration files and audit of each device

All MPLS equipment come with a one-year standard repair warranty.

Summary of the 15-year post-warranty services are the following:

- **RTS Gold** – Remote Technical Support, Gold. The NOKIA Technical Support (TS) Service provides the customer remote access to NOKIA engineers in support of product-related questions, troubleshooting assistance, diagnostic procedures, Patch Releases and Maintenance Releases, as may be made available, to restore service and/or functionality and resolve problems for Maintained Products. Customer access is provided via phone or email to the Welcome Center or, if available, via web-based Online Customer Support 24 hours a day, 365 days a year, to open a ticket or ‘Assistance Request’ (“AR”).
- **RES-AES-NBD** – Repair & Exchange Services, Advanced Exchange Service, Next Business Day The NOKIA Repair & Exchange Services (RES) provides repair or exchange of defective, customer-owned hardware (Parts). Upon receipt and acceptance

of a 'Part Request' from the Customer, NOKIA will provide a functioning part from the list of RES Entitled Parts (based on existing customer configuration). The functioning part is delivered within the next business day (NBD) in advance of the Defective Return from the Customer except for RES Entitled Parts that require customer configuration before dispatch, require SW installation before dispatch or exceed 60 lbs. (27 kg). Upon receiving the replacement Part, Customer will ship or return the reported defective Part to Seller within five (5) Calendar Days.

- **SSP** – Software Subscription Plan for nodal equipment. **SRS** – Software Release Service for NFM-P network management systems. The NOKIA SSP or SRS makes available all Feature Releases of software for network/node elements and management systems for specific network elements or families of network elements, and other network-related applications available for download from a NOKIA web site. Professional Services to provide Installation or application of such software upgrades, is not included in SSP or SRS.

Please note that the warranty and post-warranty pricing for this item in the Change Order captures one MPLS network refresh only. The MPLS network refresh as quoted replaces the original 7705-SAR hardware with the same functionality, but with the exception of the T1 cards. It is assumed that the T1 functionality will be replaced with ethernet in the future by the time of refresh. Also, the 7705 OS is not included in the refresh price since OS upgrades would already have been covered by the Software Subscription Service (SSP) for the 7705's.

In collaboration with MERA, Motorola has identified the non-LMR traffic (such as IP cameras) that will be provisioned on the MPLS network as per Appendix A.

The detailed MPLS equipment list has been provided in Appendix B.

APPENDIX A – NON-LMR TRAFFIC

APPENDIX B – EQUIPMENT LIST

MPLS Equipment List

| Item | Part Number | Description | BIG ROCK | CIVIC CENTER | COYOTE PEAK | DOLLAR HILL | EOF | MILL VALLEY WT 2 | MT BARNABE | MT FAHAB PAS | MT THURON | Muir Beach | OTA BROADCASTING | PT REYES | SAN PEDRO | SKYVIEW VT | SONOMA VT | STEWART PT | TOMALES | WOLFBACK RIDGE |
|------|-------------|--|----------|--------------|-------------|-------------|-----|------------------|------------|--------------|-----------|------------|------------------|----------|-----------|------------|-----------|------------|---------|----------------|
| 3.00 | | 7205-SAR-8 | | | | | | | | | | | | | | | | | | |
| 3.01 | 3HE06791AA | SAR-8 SHELF V2 | 1 | 1 | 1 | 1 | 2 | 1 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 3.02 | 3HE06792AA | Fan Module (SAR-8 Shelf V2) Ext Temp -48VDC | 1 | 1 | 1 | 1 | 2 | 1 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 3.03 | 3HE02774AB | CONTROL SWITCH MODULE V2 (CSMV2) | 2 | 2 | 2 | 2 | 4 | 2 | 2 | 4 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| 3.04 | 3HE02784KA | SAR RELEASE 8.0 BASIC OS LICENSE | 1 | 1 | 1 | 1 | 2 | 1 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 3.05 | 3HE02782AA | Packet Microwave Card (48/+24 VDC) | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 6 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| 3.06 | 3HE02776AB | 8 PORT GE/FE ETHERNET CARD V2 | | 1 | | | | | | | | | | | | | | | | |
| 3.06 | 3HE02775AB | 16 PORT T1/E1 ASAP CARD V2 (-48/+24 VDC) | | 1 | | | 1 | | 1 | | | | | | | | | | | |
| 3.09 | 3HE03391AB | 12P SERIAL DATA CARD V2 -48/+24VDC | 1 | 1 | | | | | 1 | | | | | | | | | | | |
| 3.10 | 3HE03126AA | 8 port E&M Interface Card | | | | | | | 1 | 1 | | | | | | | | | | |
| 3.07 | 3HE03394AA | 32 PORT T1/E1 RAS PANEL | | 1 | | | 1 | | 1 | | | | | | | | | | | |
| 3.08 | 3HE03397AA | T1/E1 CABLE FOR DISTRIBUTION PANEL 1M | | 1 | | | 1 | | 1 | | | | | | | | | | | |
| 3.10 | 3HE04507AB | RS232 Cable - 2M | 2 | 2 | | | | | | | | | | | | | | | | |
| 3.11 | 3HE04511AA | 6 PORT RS232 DISTRIBUTION PANEL | 2 | 2 | | | | | | | | | | | | | | | | |
| 3.09 | 3HE03401AA | SYNCHRONIZATION Y- CABLE | 1 | 1 | 1 | 1 | 2 | 1 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 3.10 | 3HE00062CB | SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C | 8 | 10 | 8 | 8 | 8 | 8 | 8 | 24 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| 3.11 | 3HE00027CA | SFP - GIGE SX - LC ROHS 6/6 DDM -40/85C | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 12 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| 3.50 | | 7205 Spares | | | | | | | | | | | | | | | | | | |
| 3.51 | 3HE06791AA | SAR-8 SHELF V2 | | | | | | | | | | | | | | | | | | |
| 3.52 | 3HE06792AA | Fan Module (SAR-8 Shelf V2) Ext Temp -48VDC | | | | | | | | | | | | | | | | | | |
| 3.53 | 3HE02774AB | CONTROL SWITCH MODULE V2 (CSMV2) | | | | | | | | | | | | | | | | | | |
| 3.54 | 3HE02782AA | Packet Microwave Card (48/+24 VDC) | | | | | | | | | | | | | | | | | | |
| 3.55 | 3HE02776AB | 8 PORT GE/FE ETHERNET CARD V2 | | | | | | | | | | | | | | | | | | |
| 3.55 | 3HE02775AB | 16 PORT T1/E1 ASAP CARD V2 (-48/+24 VDC) | | | | | | | | | | | | | | | | | | |
| 3.56 | 3HE03391AB | 12P SERIAL DATA CARD V2 -48/+24VDC | | | | | | | | | | | | | | | | | | |
| 3.57 | 3HE03126AA | 8 port E&M Interface Card | | | | | | | | | | | | | | | | | | |
| 3.56 | 3HE00062CB | SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C | | | | | | | | | | | | | | | | | | |
| 3.57 | 3HE00027CA | SFP - GIGE SX - LC ROHS 6/6 DDM -40/85C | | | | | | | | | | | | | | | | | | |
| 4.00 | | NFM-P | | | | | | | | | | | | | | | | | | |
| 4.01 | 3HE11799DA | NSP 18: NFM-P STANDARD BASE | | | | | | | | | | | | | | | | | | |
| 4.02 | 3HE11801DA | NSP 18: NFM-P STANDARD LP | 23 | 33 | 18 | 18 | 31 | 18 | 28 | 51 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 |
| 4.03 | 3HE11803DA | NSP 18: NFM-P HIGH AVAILABILITY LP | 23 | 33 | 18 | 18 | 31 | 18 | 28 | 51 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 |
| 4.50 | | Software / OS Upgrades | | | | | | | | | | | | | | | | | | |
| 4.51 | 3HE02785XX | 7205 SAR RELEASE X.D BASIC OS UPGRADE (2 OS level upgrades) | 2 | 2 | 2 | 2 | 4 | 2 | 2 | 4 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| 4.52 | 3HE10161AA | NFM SRS 2 years (2 NFM sw upgrades) | | | | | | | | | | | | | | | | | | |

APPENDIX C – PRICING SUMMARY

| | Equipment Total | Services | Warranty and Post-Warranty Services |
|--|-----------------|---------------|-------------------------------------|
| 1. Item #3 and 4 - MPLS Design and non-LMR traffic | \$ 417,011.40 | \$ 411,891.00 | \$ 1,457,970.00 |
| TOTAL | \$ 417,011.40 | \$ 411,891.00 | \$ 1,457,970.00 |

| | List Price | After Discount |
|--|------------------------|-----------------|
| Equipment | \$ 417,011.40 | \$ 367,872.10 |
| Services | \$ 411,891.00 | \$ 411,891.00 |
| Warranty and Post-Warranty Services | \$ 1,457,970.00 | \$ 1,385,071.50 |
| Total | | \$ 2,164,834.60 |
| | System Discount | \$ 230,000.00 |
| | Final Price | \$ 1,934,834.60 |

| Warranty and Post Warranty Services Annual Cost Breakdown | | | | | | | | | | | | | | |
|---|----------|----------|----------|----------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
| \$55,315 | \$63,530 | \$63,530 | \$63,532 | \$63,532 | \$419,114 | \$71,284 | \$71,284 | \$71,284 | \$71,284 | \$76,851 | \$76,851 | \$76,851 | \$76,851 | \$76,851 |