

**Change Order Number:** 30  
**Date:** 5/7/2024  
**Project Name and Number:** MERA Next Generation Radio System (CA-17119AG)  
**Customer Name:** Marin County  
**Customer Project Mgr:** Heather Tannehill-Plamondon

**The purpose of this Change Order is to:** *(highlight the key reasons for this Change Order)*

The parties agree to add specific equipment and services to add a Nice Telephony Logger as further described herein.

**Contract Project Identifier (Name or Number):** 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 Price:	\$ 34,337,451.06
Previous Change Order amounts for Change Order numbers [1] through [29]:	\$ 12,397,243.76
This Change Order:	\$ 1,102,864.00
Contract Credit (If Applicable)::	\$ N/A
New Contract Price:	\$ 47,837,558.82

### Completion Date Adjustments

Original Completion Date:	03/27/2019
Current Completion Date prior to this Change Order:	02/28/2025

New Completion Date:	02/28/2025
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**Equipment Changes:** *(additions, deletions or modifications)* **Include attachments if needed.**

Equipment to be added - see pages 1 & 2 of the Nice proposal dated April 9, 2024, attached hereto as Attachment A and incorporated herein.

**Scope of Work Changes:** *(additions, deletions or modifications)* **Include attachments if needed.**

Motorola's Scope of Work, as defined in Exhibit A to the Contract, is to include the following: Additional MSI PM, Engineering, ST labor and installation of new equipment by L D Strobel associated with the Nice Telephony Proposal (see Attachment A).

**SUA/Support Service Changes:** *(additions, deletions or modifications)* **Include attachments if needed. Must be completed by Project CSM.**

Motorola's support services are amended to include support services for the equipment identified in Attachment A as set out in the Lifecycle Quote for Marin County (MERA) Telephony Expansion dated April 17, 2024 attached hereto as Attachment B and incorporated herein.

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

N/A

**Contract Price Changes:** *(describe change or N/A)*

Equipment \$83,788.00  
 Installation Labor \$4,166.00  
 PM, Engineer and ST Labor \$6,349.00  
 Nice Services \$31,150.00  
 Nice Maintenance \$394,527.00  
 Nice SUA \$582,884.00

Total Change Order \$1,102,864.00

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

N/A

**Payment Schedule for this Change Order:**

*(describe new payment terms applicable to this change order)*

50% payment due upon execution of this change order for equipment and services  
 50% payment due upon completion of work for equipment and services  
 Maintenance and SUA billed annually per Motorola SUA schedule

**Purchase Order Requirements for this Change Order (select only one).**

A Purchase Order is required - included with this change order and is attached.

No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,

No Purchase Order required - this is a \$0 Change Order, or a decrease in scope.

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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: \_\_\_\_\_  
Printed Name: Frank Miller  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Reviewed by: Rebecca L. Burbrink Date: 5/7/24  
Motorola Solutions Project Manager



**Attachment A**

Date: 4/9/2024

Customer Name:	Marin County - Public Safety
City, State:	Marin
Country:	United States
Currency:	USD

Proposal Description:	<p>Proposal to upgrade the yet-to-be-installed 2 X MCC7500 trunk radio system with 2 x INFORM V9 DL380 servers on the CEN network to V10 and add new 2 x 31 2-wire analog logger to the customer network.</p> <p>Q-29764 is already purchased/ not installed. 2 x HPE DL380 will be upgraded to OS 2022 for INFORM and INFORM resilient software. The second DL380 will also host the NICE health manager software.</p> <p>Q-29764 Includes the services for two days of training with travel. Install a health manager and INFORM resilient.</p> <p>The proposed two NIR Loggers will run on the HPE ML350 servers. Each server will support 31 2-wire analog via two 24-pair 10m open lead cables.</p> <p>The proposal includes services to install the new system on the customer network. The systems will be installed on the customer network.</p> <p>Onsite Installation, Remote PM, and 1/2 day Health Manager Remote Training.</p> <p>The customer is to provide NICE a remote access solution to allow for remote connection. The customer is responsible for power, and providing a network connection.</p>
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**PRODUCTS**

PRODUCTS

Part Number	Description	Quantity
TT3806A	PARALLEL NIR VOIP TELEPHONY ONLY	1.00
TT3810A	UPLIFT FOR NIR ML350 SERVER LOGGER SWAP	2.00
DDN3329A	Audio Recording Channel license with Inform Professional applications support - New	31.00
DDN3333A	Resilient Professional audio recording channels. - New	31.00
DDN3335A	Inform Professional Replay Channel/Resource License for external Logger or Matrix connection (to link multiple Inform Systems together) - Upgrade	120.00
DDN3336A	Resilient Inform Professional Replay Channel/Resource License for external Logger or Matrix connection (to link multiple Inform Systems together) - New	0.00
DDN3334A	Resilient Inform Professional system modules - Expansion	31.00

Part Number	Description	Quantity
DDN3334A	Resilient Inform Professional system modules - Upgrade	0.00
DDN3338A	Site License to add Evidence Management to Inform Professional. Applications: Organizer and Media Player. - Expansion	31.00
DDN3338A	Site License to add Evidence Management to Inform Professional. Applications: Organizer and Media Player. - Upgrade	120.00
DDN3308A	Inform Release 10 Indicator	1.00
DDN3331A	Additional channel premium for a P25 TR channel - Upgrade	120.00
DDN2523A	MySQL Server license (Standard Edition)	2.00
DDN3632A	MS SQL 2022 64 bit User/Device Client Access License	4.00
DDN3631A	MS SQL 2022 64 bit Server Client Access License	2.00
DDN3633A	Windows Server 2022 64Bit, Embedded, Standard, Multi Language, 16 Cores	2.00
DDN2486A	Analog / Digital / Trunk short length PCI-E interface board without beep tone (NO CABLE included)	2.00
DDN2487A	Analog / Digital / Trunk full length PCI-E interface board without beep tone (NO CABLE included)	2.00
DDN2502A	Connection cable 10m for Analog/Digital cards	4.00
DDN2509A	Moxa NPort 1port device server w/(1)DB9M RS232 port & (1) 10/100 network port.	1.00
DDN2508A	Split Serial Cable RS232 10 meter (used for CDR)	1.00

<b>Total Product Price:</b>	<b>\$83,788.00</b>
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**NICE EDUCATION SERVICES**

Part Number	Description	Quantity	Discounted Unit Price	Discounted Total Price
PS-TR-EU17-PS	NICE Inform Health Manager 1/2 day / 4 hour instructor led end user training for Basic / Operator users. Up to 6 students. Delivered remotely by default. T&E charged separately for on-site delivery	1.00	2,690.00	2,690.00

**EDUCATION SERVICES TOTAL: \$2,690.00**

**NICE INSTALLATION/INTEGRATION**

Part Number	Description	Quantity	Discounted Unit Price	Discounted Total Price
PS-IN-RPI31-PS	First day per person per week. For preparation, review etc.	1.00	1,849.00	1,849.00
PS-IN-RPI38-PS	Global T&E per person. Not required for remote installations. Please quote appropriate quantity of this item to cover all T&E costs. This item is non discountable	3.00	1,681.00	5,043.00
PS-IN-ASC44-PS	Uplift for installation and configuration of NICE Inform Health Manager. Max 5 devices configured and 2 client workstations installed. Covers installation and configuration of NICE Inform Health Manager Server with up to 5 devices configured for monitoring and 2 client workstations installed. Includes device relay board client software installation if required.	1.00	1,849.00	1,849.00
PS-UG-01-PS	Daily services fee for Moves/Adds/Changes, Monday - Friday, 8 - 5 local time	1.00	2,690.00	2,690.00
PS-TEC-IMP-01-PS	Tech Implementation: First Recording System, up to 48 channels	1.00	9,750.00	9,750.00
PS-TEC-IMP-04-PS	Tech Implementation: Additional Recording System, Same Site, up to 48 channels	1.00	1,681.00	1,681.00

**INSTALLATION/INTEGRATION TOTAL: \$22,862.00**

**NICE PROJECT MANAGEMENT**

Part Number	Description	Quantity	Discounted Unit Price	Discounted Total Price
PS-PM-PM01-PS	Project Management Services	5598	1.00	5,598.00

**PROJECT MANAGEMENT TOTAL: \$5,598.00**

**Total Nice Services \$31,150.00**

## DEMARICATION

Unless specifically stated otherwise, the demarcation point is defined as the back of the recorder and/or other server hardware that NICE provides. NICE ONLY supplies services or materials to connect media and data feeds from the demarcation point to the NICE equipment.

## TASK AND RESPONSIBILITY SUMMARY

TASK	RESPONSIBILITY
Power (primary and back-up)	Purchaser
Audio Cabling	Purchaser
Call Data Feeds (e.g. ANI/ALI)	Purchaser
Install Microsoft Software (on servers provided by NICE)	NICE
Install NICE Software	NICE
Optimize NICE Servers	NICE
Install / Supply Anti-Virus Software	Purchaser
Training Facility	Purchaser
Training and Documentation	NICE
Perform / Complete the ITP	NICE
Network Configuration Outside the Server, Including Firewalls, WAN	Purchaser

## FACILITIES (ELECTRICAL, HVAC AND DIMENSIONS)

- Purchasers are responsible for providing the required power for the proposed system including all associated wiring, hardware, outlets, grounding etc.
- Electrical connectors for all NICE recording systems are standard NEMA 5-15P, 3-wire, non-locking, straight blade, grounded plugs.
- All electrical outlets for the proposed system should be located no more than three (3) feet from the rear of the equipment location.
- Purchasers are responsible for providing heating, ventilation and air-conditioning capabilities that provide sufficient heat dissipation for the proposed system as defined in the environmental specifications (separate document).
- If Purchaser wishes to have parallel operation of new NICE system and legacy recording system, the Purchaser shall provide sufficient space (floor, rack, etc.) in work area.
- The Solution is not certified for seismic activity and does not include any hardware or subsystems making it more [or less] susceptible to seismic activity.

- To ensure operation during a power failure, all recording equipment associated to the recording process should be protected by an Uninterruptible Power Supply (UPS). It is also recommended that the dual power supplies on the NICE supplied servers be connected to separate circuits for added protection.
- Purchaser is responsible for providing UPS backup to provide enough power to associated equipment for a minimum of five (5) minutes subsequent to loss of power.
- It is the Purchaser's responsibility to load UPS software or connect UPS hardware to the NICE equipment for auto shutdown on power fail.

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## NETWORK

- Purchaser is responsible for all data network infrastructure not purchased from NICE including (but not limited to) switches, hubs, bridges, routers, firewalls, external caching devices and cabling.
- NICE recorders and servers require a static IP address for each device.
- The Purchaser will provide one network connection (minimum CAT5e/RJ45 cable) for each system component requiring network access.
- Network utilizes Microsoft's TCP/IP protocol stack.
- Network supports minimum 100BaseT Ethernet.
- Purchaser will provide signals from the Purchaser network on minimum CAT 5e/6 (RJ45 terminated).
- LAN/WAN latency is assumed to be less than 30 milliseconds.
- Automated system processes such as automatic installation of patches, application pushes, automated anti-virus updates, etc. are not to be run on logging system components (loggers, servers, etc.), unless specifically addressed in a separate SOW documentation.
- The Purchaser is responsible for any Port spanning/mirroring or packet duplication to facilitate passive VOIP recording.
- The Purchaser is responsible for any configuration of duplicate audio/SIP streams for "2N" or secondary recording system.

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## ARCHIVING

- The proposed Solution provides storage internal to the logger. Unless specifically stated, NICE makes no claim as to the retention period (measured in the number of days) which this Solution will support. For example, if an IP Radio Logger can store up to 150,000 hours of digitally trunked radio audio. NICE can make no claim as to how many days this will be - as it is entirely dependent on the amount of audio the Purchaser generates each day.
- The solution includes a SQL database (with appropriate SQL licensing) for each logger. It is the responsibility of the Purchaser to back-up these databases on a regular basis.
- The storage in the recorder for SQL database tables is not unlimited. If Purchaser retention requirements are measured in years rather than months, it is the responsibility of the Purchaser to raise this subject with NICE prior to the final system configuration. This will help ensure the Purchaser receives a solution that will meet retention requirements.



- If the Purchaser is archiving to network storage, the LAN/WAN latency in the network is assumed to be less than thirty (30) milliseconds.
- Any network storage used for archiving becomes the primary storage for playback of audio. It is the Purchaser responsibility to ensure that Purchaser provided storage is designed to last for the media retention period required.

**CO#30 - Attachment B**

**Lifecycle Quote for Marin County (MERA) Telephony Expansion**

**Quote #Q-53260KC2024v2**

**Quote Date: 4/17/24**

SUA TERMS	SUAII
NUMBER OF YEARS PROPOSED	15
NON-CANCELLABLE CONTRACT PROPOSED?	No
NUMBER OF YEARS NON-CANCELLABLE DISCOUNT IS BASED	N/A
MAX # OF SOFTWARE UPGRADES	7
MAX # OF HARDWARE UPGRADES	2

Start Year	2025	2026	2027	2028	2029	2030	2031
<b>SUA II PRICE</b>	\$ 31,598	\$ 32,091	32584	33077	33571	34063	34528
<b>ON-SITE INSTALLATIONS</b>	\$ 3,072	\$ 3,164	\$ 3,260	\$ 3,357	\$ 3,458	\$ 3,562	\$ 3,669
<b>SUA TOTAL</b>	<b>\$ 34,670</b>	<b>\$ 35,255</b>	<b>\$ 35,844</b>	<b>\$ 36,434</b>	<b>\$ 37,029</b>	<b>\$ 37,625</b>	<b>\$ 38,197</b>

<b>MAINTENANCE GOLD TOTAL IF SUA IS PURCHASED</b>	\$ 13,049	\$ 24,166	\$ 25,375	\$ 26,644	\$ 27,975	\$ 23,006	\$ 24,157
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<b>SUA &amp; MA Totals:</b>	<b>\$ 47,719</b>	<b>\$ 59,421</b>	<b>\$ 61,218</b>	<b>\$ 63,078</b>	<b>\$ 65,005</b>	<b>\$ 60,631</b>	<b>\$ 62,353</b>
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2032	2033	2034	2035	2036	2037	2038	2039	ALL YEARS
35052	35546	36039	36531	37025	37518	38012	38505	\$ 525,740
\$ 3,779	\$ 3,892	\$ 4,009	\$ 4,129	\$ 4,253	\$ 4,381	\$ 4,512	\$ 4,647	\$ 57,144
<b>\$ 38,831</b>	<b>\$ 39,438</b>	<b>\$ 40,048</b>	<b>\$ 40,660</b>	<b>\$ 41,278</b>	<b>\$ 41,899</b>	<b>\$ 42,524</b>	<b>\$ 43,152</b>	<b>\$ 582,884</b>

\$ 25,220	\$ 26,481	\$ 27,805	\$ 29,195	\$ 30,656	\$ 32,187	\$ 28,591	\$ 30,020	<b>\$ 394,527</b>
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<b>\$ 64,050</b>	<b>\$ 65,919</b>	<b>\$ 67,853</b>	<b>\$ 69,855</b>	<b>\$ 71,934</b>	<b>\$ 74,086</b>	<b>\$ 71,115</b>	<b>\$ 73,172</b>	<b>\$ 977,411</b>
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### SUA Proposal: What's Included and What's Not

The Product List Tab provides an itemization (including Motorola Part Numbers) of all products that would be covered under the proposed contract.

The intent of the SUA is to keep the Customer system on supportable versions for the term of the contract. Upgrades to NICE products will be delivered in conjunction with a Motorola ASTRO System upgrade. Any requests for upgrades outside of an ASTRO System upgrade project may be subject to additional fees.

Upgrades will be limited to 'like-for-like' updates. Upgrades will be limited to the products and features that were originally included in the contract. Upgrades under an SUA contract will not include new features, new applications, or system expansions. Content of an upgrade (software and hardware) is within the sole discretion of NICE.

The ASTRO Radio Loggers are integrated into the Motorola ASTRO Radio Network. Should Motorola provide an upgrade to the ASTRO Radio System, it is expected that there will be corresponding changes to the ASTRO Radio Loggers. Equally important, the Radio Logger upgrades are tied to the cadence of the ASTRO Radio System Upgrades.

For NICE solution components that reside outside the Radio Network, there is far less predictability in the schedule of changes/upgrades to the technology - and far less uniformity in interfaces required. During the SUA contract term, any changes to the Customer's telephone/network/communication environment may require changes/upgrades to the Logging solution. These changes/upgrades are not included in the SUA and may result in additional fees to accommodate the necessary changes to the Logger interfaces, software and/or hardware. This includes, but is not limited to, upgrading the phone system to a newer version or switching to a different brand/model of phone system. Another example would be the Customer making changes to their network which requires NICE to upgrade/change the version of Microsoft Operating System.

Similarly, NICE cannot support an interface that reaches End of Support with the product's manufacturer or supplier. In the event that a system reaches End of Support, the NICE products interfacing with that system will

PRODUCT LIST:		
Motorola PN	Product Name	Maint/SUA Qty
TT3806A	Parallel NIR VOIP Only Telephone Logger	1
TT3810A	Uplift for NIR ML350 Server Logger	2
TT3811A	NIR Logging Backup/Replacement Server	2
DDN3329A (TT06303AA)	Inform Professional channel license	31
DDN3338A (TT06313AA)	Evidence Compliance PACK (Organizer and Media Player)	31
TT06308AA	Redundant Inform Professional Audio Recording channel license	31
DDN3334A (TT06309AA)	Inform Professional Resilient Modules.	31
DDN3631A	MS SQL 2022 64 bit Server Client Access License	2
DDN3632A	MS SQL 2022 64 bit User/Device Client Access License	2
DDN2523A	MySQL Server license (Standard Edition)	2
DDN2509A	Moxa NPort 1port device server w/(1)DB9M RS232 port & (1) 10/100 network port.	1
DDN2487A	Analog / Digital / Trunk full length PCI-E interface board (NO CABLE included)	2
DDN2486A	Analog / Digital / Trunk short length PCI-E interface board (NO CABLE included)	2