

**MODIFICATION # 5
TO
CONTRACT NUMBER 2001-035
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MOTOROLA, INC.**

This MODIFICATION #5 is an agreement between the Commonwealth of Virginia through its Department of State Police, hereinafter referred to as “State” or “Commonwealth,” and Motorola, Inc., hereinafter referred to as “Motorola,” which modifies Contract Number 2001-035 (the “Contract”) between the parties. This Modification # 5 is hereby incorporated into and made an integral part of the Contract effective July 13, 2004. This Modification will be effective as of the last date signed below.

The purpose of this Modification #5 is to amend the Contract to implement the MOTOBRIDGE™ IP Soft Switched Radio Network to the Division 1 implementation and to modify Contract Appendix 21 – Motorola IP Gateway.

Both parties agree to the following:

1. Option A

A. Description of Modification

The Statewide Agencies Radio System (STARS) Contract with Motorola contains a design to provide a single Radio Frequency patch controlled by a Virginia State Police (VSP) console to each of the counties and independent cities of Virginia to provide statewide interoperability. This single RF patch design was to be implemented statewide at no cost to the localities. In addition to the localities, the STARS Contract allowed for patches to be established to the STARS participating state agencies’ legacy radio systems that are not being replaced by STARS.

The STARS Contract is modified to implement the MOTOBRIDGE IP Soft Switched Radio Network to Division 1. MOTOBRIDGE IP will replace the Division 1 single Radio Frequency patches to localities and Commonwealth agencies described above. Accordingly, the following documents which are attached herewith and incorporated herein to reflect the MOTOBRIDGE IP Soft Switched Radio Network project described in this Modification #5 are also incorporated in and appended to Contract Appendix 21 – Motorola IP Gateway.

- (i) Section 1: Executive Summary
- (ii) Section 2a: System Overview
- (iii) Section 2b: System Diagram
- (iv) Section 3a: Statement of Work
- (v) Section 3b: Project Schedule
- (vi) Section 4: Warranty and Support Plan
- (vii) Section 5a: System Pricing

- (viii) Section 5b: System Pricing Notes
- (ix) Section 5c: Project Milestone Payment Schedule
- (x) Section 6: Product Literature
 - MOTOBRIDGE™IP Interoperable Solution Brochure
 - MOTOBRIDGE™IP Interoperable Solution Specifications

B. Contract Price Adjustments

Original Contract Value:	\$329,673,699.00
Amount of Previous Modifications numbered 1 through 4	\$0.00
This Contract Modification #5 – Option A:	\$2,722,800.00
New Contract Value:	\$332,396,499.00

C. Milestone Payments

The project milestones payments by the Commonwealth will be in accordance with Section 5c – Project Milestone Payment Schedule, which is also incorporated in and appended to Contract Appendix 24d, Project Milestone Payment Schedule, as page 5.

2. **Option B**

A. Description of Modification

The Statewide Agencies Radio System (STARS) Contract with Motorola contains a design to provide a single Radio Frequency patch controlled by a Virginia State Police (VSP) console to each of the counties and independent cities of Virginia to provide statewide interoperability. This single RF patch design was to be implemented statewide at no cost to the localities. In addition to the localities, the STARS Contract allowed for patches to be established to the STARS participating state agencies’ legacy radio systems that are not being replaced by STARS.

The STARS Contract is modified to implement the MOTOBRIDGE IP Soft Switched Radio Network to 14 of the 25 localities within Division 1. The Commonwealth and Motorola will identify and agree upon the 14 localities within Division 1. MOTOBRIDGE IP will replace the Division 1 single Radio Frequency patches to localities and Commonwealth agencies as described herein. Accordingly, documents identified in paragraph 1.A. above are hereby modified to reflect the MOTOBRIDGE IP Soft Switched Radio Network implementation for 14 localities (12 counties and 2 cites) instead of all of Division 1.

A summary of the components for the MOTOBRIDGE IP solution for the 14 localities follows:

- Radio Gateway Units (R-GUs) installed at Division 1 Headquarters (qty 1) and each City (qty 1) and County (qty 1) dispatch center
- Workstation Gateway Units (WS-GUs) installed at 1st Division Headquarters (qty 1), each City (qty 1) and County (qty 1) dispatch center and the NOC (qty 1)
- Operation and Maintenance Center (OMC) Server at the NOC (qty 1)
- Session Initiation Protocol (SIP) Server at the NOC (qty 1)
- Internet Protocol (IP) Routers (qty 1) at each site
- Ethernet Switches (qty 1) at each site (2 at NOC)
- Dispatch PCs (1 for each WS-GU)
- Manager PCs (1 each at NOC and 1st Division Headquarters)
- Firewall Server (1 at NOC)
- Subscriber Radios/Control Stations
 - Quantity of two (2) control stations for 2 city dispatch centers compatible with the City's radio system
 - Quantity of two (2) control stations for 12 county dispatch centers compatible with the County's radio system
 - Quantity of twelve (12) control stations (one per county) for STARS access

B. Contract Price Adjustments

Section 7 details Option B Pricing, which is attached hereto and incorporated herein, is also incorporated in and appended to Contract Appendix 21 – Motorola IP Gateway.

Original Contract Value:	\$329,673,699.00
Amount of Previous Modifications numbered 1 through 4	\$0.00
This Contract Modification #5 – Option B:	\$1,418,520.00
New Contract Value:	\$331,092,219.00

C. Milestone Payments

The project milestone payments by the Commonwealth will be in accordance with Section 8 – Option B, Project Milestone Payment Schedule a copy of which is attached hereto and incorporated herein, and is also incorporated in and appended to Contract Appendix 24d, Project Milestone Payment Schedule, as page 6.

3. Notice to Proceed

This Modification is contingent on the Commonwealth's receipt of the funding for this MOTOBRIDGE IP solution. The Commonwealth agrees to issue Notices to Proceed, authorizing Motorola to proceed with the work described in Option A and/or Option B herein, simultaneously with the date the funds for all or part of the Modification are received by the Commonwealth and available for release. Such Notices to Proceed will be fully incorporated herein by reference.

The foregoing is the complete and final expression of the parties' agreement to modify Contract 2001-035 and cannot be modified, except by a writing signed by duly authorized representatives of both parties. If there are any inconsistencies between the provisions of this Modification and the provisions of the Contract, the provisions of this Modification will prevail.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED AND SHALL REMAIN IN FULL FORCE.

PERSONS SIGNING THIS CONTRACT MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT MODIFICATION.

MOTOROLA, INC.

COMMONWEALTH OF VIRGINIA

Department of State Police

BY: (Signature on File)
Robert C. Wartmann
MCEI Vice President

BY: (Signature on File)
Colonel W. Steven Flaherty
Superintendent

DATE: June 29, 2005

DATE: 6/30/05

Reviewed by: (Signature on File)
Michael Archbold
STARS Project Manager

BY: (Signature on File)
Patricia T. Trent, CPPB, VCO
Procurement and Contract Officer

DATE: June 29, 2005

DATE: 6/30/05

Approved as to Form:

BY: (Signature on File)
Judith M. Alexander, Esq.
Contracts and Compliance Manager

DATE: June 29, 2005