



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-11897

Upon motion of Supervisor Parker, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer to sign Amendment #3 in the amount of \$1,492,437 to the Radio System Purchase Agreement between the County of Monterey and Harris Corporation; and
- b. Approved and authorized the Contracts/Purchasing Officer to sign contract amendments and change orders that do not exceed 10% of the project cost upon approval of the MCECC Executive Board, on behalf the Emergency Communications Users Advisory Council, the Director of Emergency Communications, and County Counsel.

PASSED AND ADOPTED on this 23rd day of June 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on June 23, 2015.

Dated: June 23, 2015
File ID: 15-0472

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Donise Hancock
Deputy



**AMENDMENT #3 TO RADIO SYSTEM PURCHASE AGREEMENT BY AND
BETWEEN
COUNTY OF MONTEREY AND HARRIS CORPORATION**

THIS AMENDMENT #3 (“Amendment #3”) is made this 23 day of June 2015 to the AGREEMENT for Radio System Purchase dated December 7, 2010, as amended (“AGREEMENT”) between HARRIS CORPORATION, hereinafter referred to as “CONTRACTOR”, and the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” (collectively referred to herein as the “Parties”).

WHEREAS; COUNTY and CONTRACTOR previously amended the AGREEMENT by executing Amendment #1 on June 01, 2012, and executing Amendment #2 on March 19, 2014; and

WHEREAS; COUNTY and CONTRACTOR wish to further modify the AGREEMENT by modifying the program scope to include updates in the microwave design, site design and project schedule.

NOW THEREFORE, COUNTY and CONTRACTOR hereby further amend the AGREEMENT in the following manner:

1. Summary

- a. This Amendment #3 incorporates the changes to the program scope that have occurred since the execution of Amendment #2 through June 1, 2015. The program scope changes are described in detail in Exhibit 3A of this Amendment #3 and include, but are not limited to the following general areas:
 - i. SR10A Upgrade & BeOn Licensing
 - ii. Console Upgrade
 - iii. REA 21 Program Scope Changes
- b. The prices of each of these individual changes when added together provide the total Amendment #3 Price, hereinafter referred to as “Amendment #3 Price”, which represents the new fiscal maximum of the relationship between the Parties for this project:

SR10A. 1 Discounted Price	\$445,000.00
Console Upgrade Discounted Price	\$300,172.00
REA 21 Plan C Discounted Price	\$658,332.00
Sales Tax	\$88,933.25
Shipping Costs	Included
<u>Amendment #3 (not to exceed) Price</u>	<u>\$1,492,437.25</u>

The Amendment #3 Price is further detailed in Exhibit 3A.



2. Program Scope Changes

- a. The Parties recognize that due to circumstances beyond the control of COUNTY and CONTRACTOR, the program scope requires changes to address site acquisition, microwave design and frequency acquisition issues. Therefore, the project phases that were identified in Amendment #2 are no longer applicable and have no further affect with the implementation of this Amendment #3. As such, Sections 2c, 2e, and 2h of Amendment #2 are to be effectively deleted in their entirety.
- b. By executing Amendment #3, CONTRACTOR and COUNTY mutually agree that Section 5 (Future Prolongation Costs Recovery Entitlement) of Amendment #2 is no longer applicable to this project and have no further affect with the implementation of this Amendment #3. Therefore Section 5 of Amendment #2 is effectively deleted in its entirety.
- c. The COUNTY is responsible for finalizing each site acquisition. CONTRACTOR cannot begin site development until COUNTY has finalized the site acquisition process.
- d. The COUNTY is responsible for licensing all system frequencies. This includes Microwave, 700 MHz and VHF frequencies.
- e. CONTRACTOR shall strive to maintain key dates as noted in the Project Schedule, which is included in Exhibit 3A. If COUNTY fails to provide frequencies or complete site acquisition as noted in Project Schedule, COUNTY agrees that CONTRACTOR may re-assign resources until such time that frequencies are licensed and sites acquired. As provided in Exhibit 3A, a more detailed schedule shall be agreed to during the Detailed Design Review (DDR). If key dates change during DDR, the dates provided herein shall be adjusted to reflect any changes to the Exhibit 3A Project Schedule.
- f. Based on the new program scope identified in Exhibit 3A to this Amendment #3, the CONTRACTOR and COUNTY mutually agree that the testing procedure described in Section 6a (Testing) of Amendment #2 shall be amended effective the implementation of Amendment #3 by removing:

“Because the Functional Acceptance Test is a test of system functionality and is not dependent on the number of active sites, it is agreed that the Functional Acceptance Tests will be performed and successfully passed for the use of the Phase Two System and before the Phase Three Sites, the Huckleberry Hill and North County sites, are operational. No further functional testing will be required after these sites become operational. However, the County may separately perform its own functional testing after all of the System sites are operational and using the Phase Two System Functional Acceptance Tests. CONTRACTOR will review and



resolve issues that prevent the successful completion by County of any of the Functional Acceptance Tests.”

and replacing it with:

“Because the Functional Acceptance Test is a test of system functionality and is not dependent on the number of active sites, it is agreed that the Functional Acceptance Tests shall be performed and successfully passed for the use of the Total System. After the Total System functional testing has been performed and passed in accordance with the procedures set forth in Section 22 of the AGREEMENT (as noted by CONTRACTOR and COUNTY signatures on the functional acceptance test plan), CONTRACTOR shall notify COUNTY in writing and send to COUNTY a copy of the completed functional acceptance test plan and the Total System acceptance certificate for COUNTY to sign (in a format similar to the example certificate in Exhibit 3B to this Amendment #3) to comply with the process set forth in Section 22.4 of the AGREEMENT. No further functional testing shall be required after these sites become operational. However, COUNTY may separately perform its own functional testing after all of the System sites are operational. CONTRACTOR shall review and resolve issues that prevent the successful completion by COUNTY of any of the Functional Acceptance Tests.”

- g. Based on the new program scope identified in Exhibit 3A to this Amendment #3, CONTRACTOR and COUNTY mutually agree that the testing procedure described in Section 6b (Testing) of Amendment #2 shall be amended effective the implementation of Amendment #3 by removing:

“The site completion and inspection procedures for the Phase Three Sites, the Huckleberry Hill and North County sites will be performed when each of the Phase Three Sites is completed.”

and replacing it with:

“The site completion and inspection procedures for the Total System shall be performed when the Total System is completed.”

- h. Based on the new program scope identified in Exhibit 3A to this Amendment #3, CONTRACTOR and COUNTY mutually agree that the testing procedure described in Section 6c (Testing) of Amendment #2 shall be amended effective the implementation of Amendment #3 by removing:

“Unless modified by mutual written agreement, coverage and voice testing will occur after the Phase Three Sites are completed and all System



sites are then operational. The Parties acknowledge that the Phase Two System coverage will be incomplete and that full System coverage will not be available until all of the sites in the full System, including the two Phase Three Sites, are operational.”

and replacing it with:

“Unless modified by mutual written agreement, coverage and voice testing shall occur after the Total System is completed and all System sites are then operational. The Parties acknowledge that Total System coverage shall not be available until all of the sites in the Total System are operational.”

- i. An updated Acceptance Test Plan shall be mutually agreed upon during DDR.

3. Schedule Extension

- a. The Parties recognize that the program scope changes shall result in an extension of the project schedule that was previously agreed to in Amendment #2. The revised Project Schedule incorporates the design changes detailed in Exhibit 3A and is included therein. The new Final Acceptance date shall be finalized during DDR, but in no event shall the Final Acceptance date be later than September 1, 2016.

4. Warranty

- a. The Parties recognize that the Network Switching Centers located at Moffett Street and the 911 Center and 700 MHz sites located at Mt Toro and 911 Center have been online and accepted since February 2014. The La Mesa Housing site shall come online as well in the next several months and the applicable warranty shall start on that site at that time.
- b. Warranty for the remaining elements of the system shall start upon System Acceptance.

5. System Guarantee

CONTRACTOR has analyzed the microwave backhaul and radio system architecture using reliability analysis modeling and predictions and has determined that the system shall meet public safety grade requirements.

a. Microwave Backhaul Guarantee

- i. Based on the program scope changes, backhaul link responsibilities are provided below:
 - 1. COUNTY shall independently procure and install the following backhaul links that are not included in the scope of this Amendment #3:
 - a. La Mesa Housing to Monterey Courthouse



- b. Marina Coast Water Tower (MCW) to DMDC
 - c. Peñon Peak to Pebble Beach Corporate Yard (PBCY)
 - d. Lewis Road Landfill to 911 Center (fiber)
2. The following backhaul links have already been installed and are currently supported by COUNTY:
- a. Williams Hill to King City Ag
 - b. King City Ag to Bryant Canyon
 - c. Bryant Canyon to Moffett Street (ITD)
 - d. Moffett Street (ITD) to 911 Center
 - e. Mt. Toro to 911 Center
 - f. Monterey Courthouse to Moffett Street (ITD)
3. CONTRACTOR shall provide the following backhaul links as further detailed in Exhibit 3A:
- a. Peñon Peak to MCW
 - b. DMDC to 911 Center
 - c. Peñon Peak to Laguna Seca
 - d. Laguna Seca to Mt. Toro
- ii. CONTRACTOR shall provide a guarantee for individual microwave paths provided by CONTRACTOR, as identified in 5.a.i.3 above during DDR.
- iii. Based on the reliability and availability data provided by the COUNTY for the links identified in Section 5.a.i.1 and 5.a.i.2 above, and CONTRACTOR provided reliability and availability data for the CONTRACTOR provided links identified in 5.a.i.3 above. CONTRACTOR shall provide an analysis and verification for the predicted availability of the network.

b. Radio System Architecture

- i. The NGEN radio system is an aggregate of the components installed and configured at the sites indicated in Section 5.a.i above. During DDR, the parties shall mutually develop a process to verify the predicted availability of the radio system.

6. Terms and Conditions

If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT #3, the provisions of this AMENDMENT #3 shall govern. A copy of this AMENDMENT #3 shall be attached to the original December 7, 2010 AGREEMENT, as it may have been previously amended. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT #3 and shall continue in full force and effect.

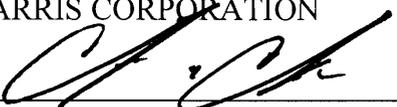
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IN WITNESS WHEREOF, the parties have executed the AMENDMENT #3 on the day and year written below, with an Amendment #3 effective date of June __, 2015.

COUNTY OF MONTEREY


Contracts/Purchasing Officer

HARRIS CORPORATION


Senior Manager, Contracts

Dated 7-1-15

Name Christopher W. Chaffee

APPROVED AS TO FORM:

Dated 06/09/2015

Deputy County Counsel

Dated _____

APPROVED AS TO FISCAL PROVISIONS:

Auditor-Controller

Dated _____

List of Attached Exhibits:

- Exhibit 3A** - Statement of Work
- Exhibit 3B** - Example Acceptance Certificate