

**MODIFICATION # 31
TO
CONTRACT NUMBER 2001-035
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MOTOROLA, INC.**

This MODIFICATION #31 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 #31 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 #31 is to remove the Control Station Installation responsibility. The Legacy Agency and Locality Interface equipment and installation requirement will be deleted from the Contract for all remaining units. This modification will transfer the budgetary funds for these requirements from Motorola to the Commonwealth.

Both parties agree to the following:

1. Description of this Modification:

A. Overview

The Contract provides for the installation of control stations to be performed by Motorola as identified in Section 1.26. Contract Modification #1 revised the Contract for the Commonwealth to provide an appropriate antenna mounting structure for the installation of the coax and antenna that will also provide sufficient height to support RF coverage for the control stations. Per Contract Modification #1, the Commonwealth obtained over 90% of the installation responsibilities. Contract Modification #16 increased the total number of control stations from 410 to 535 and subsequent Contract Modifications will reduce the total to 468. As a result of Contract Modification #31, all Contract references for the Control Station installations are hereby modified to reflect that the Commonwealth will assume all Motorola contractual responsibilities for control station installations including documentation, project management, engineering, Asset and Configuration Management, and programming and funding of \$872,952 is transferred from Motorola to the Commonwealth for these functions.

In order to implement Contract Modifications #5 and #18 for MotoBridge, equipment and installation services for 32 Legacy Agency Interfaces and 26 Locality Interfaces were removed in order to establish the necessary funds. This Modification #31 will delete the remaining quantities and transfer the remaining funding of \$6,454,922 to the Commonwealth.

The Commonwealth will take delivery of all control stations, installation kits, and accessories that are on hand from the Motorola Install Facility (MIF). The Commonwealth will accept and receive all antennas that are on hand at the MIF. Motorola and the Commonwealth will reevaluate which antennas will be utilized for implementation. The Commonwealth will receive a credit for the difference of any antennas that will not be utilized and purchase the correct antennas. Scheduled deliveries for the remaining control stations will be provided by Motorola per an agreed upon period. Warranty will begin on date of installation or within one year from Contract Modification #31 execution. Warranty will be limited to mail in to the Depot.

B. Modification of Contract Price.

The Motorola Contract Price is decreased by \$7,327,874 to reflect the control station installation responsibility from Motorola to the Commonwealth, as detailed in Attachment A, which is attached hereto and incorporated herein. Contract Appendix 24b – Final Contract Pricing, is modified accordingly.

2. Contract Price Adjustments.

Original Contract Value:	\$329,673,699.00
Amount of Previous Modifications numbered 1 through 9, 11 through 26 and 29:	\$10,051,544.15
Amount of Modifications numbered 10, 27, and 30:	Pending
Contract Modification # 28:	(\$13,316.00)
Contract Modification #32:	(\$15,701,707.50)
Contract Modification #33:	6,060,464.00
Contract Modification #34:	0
Contract Modification #35:	(\$1,064,562.00)
This Modification #31:	\$7,327,874.00
New Contract Price:	\$321,678,247.65

3. Completion Date Adjustments.

None.

4. Milestone Payments.

No changes.

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 #31 and the provisions of the Contract, the provisions of this Modification #31 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)
Mark Moon
Senior Vice President
Global - Worldwide

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

DATE: July 8, 2009

DATE: July 9, 2009

Reviewed by: (Signature on File)
Wes Jones
Motorola Project Manager

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

DATE: July 7, 2009

DATE: July 9, 2009