

**MODIFICATION # 33
TO
CONTRACT NUMBER 2001-035
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MOTOROLA, INC.**

This MODIFICATION #33 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 #33 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 #33 is to document the second Revised Baseline Master Schedule and the new Final Project Conditional Acceptance date with full beneficial use will occur on December 31, 2010. The Original Final Project Acceptance date was September 2, 2009.

Both parties agree to the following:

1. **Description of This Modification.**

- A. The STARS Master Schedule 061609 received via Transmittal Number DOC_M_TMB_09-01764 on June 23, 2009, is accepted and acknowledged as the new Master Schedule baseline for the STARS implementation. Master Schedule 061609 replaces Master Schedule 021408 the project schedule file, referenced in Modification #29. This revised baseline delineates the addition of sixteen months from the original target completion date of September 2, 2009 to December 31, 2010. The Commonwealth will not accept financial responsibility for the Motorola Project Office after September 30, 2010.

The Commonwealth and Motorola mutually agreed during the STARS Management Master Schedule Working Session on May 18, 2009, that all sites to complete the network were acquired. This enabled final design of the network to be completed. An accurate projection of the remaining construction dates was established. All construction for the remaining sites will be completed by September 20, 2010. Once beneficial use is obtained, as-built documentation can be finalized and any other remaining administrative and contract closeout tasks can be completed as planned in the months following Conditional Acceptance.

The parties may mutually agree upon further updated schedules without the necessity of a Contract Modification, as provided in Modification #3. Also, if the State does not respond to Motorola in writing within fifteen (15) calendar days after the State's receipt of an updated schedule from Motorola, then that schedule will be deemed agreed upon by both parties. This modification accepts and acknowledges the second revised baseline Master Schedule. Any

cost changes associated with other mutually agreed upon updated schedules will be determined later.

B. Modification of Contract Price.

The Motorola Contract Price is increased by \$8,080,618 for a sixteen-month period. After negotiations, the Commonwealth has agreed to pay \$6,060,464 for twelve (12) of the sixteen (16) months as defined below:

September 2009 through September 2010 \$6,060,464

Motorola will maintain the Project Office from October 2010 through December 31, 2010, at an estimated cost of \$2,020,154, which shall be at no additional cost to the Commonwealth.

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 #31:	(\$7,327,874.00)
Contract Modification #32:	(\$15,701,707.50)
Contract Modification #34:	0
Contract Modification #35:	(\$1,064,562.00)
This Modification #33:	6,060,464.00
New Contract Price:	321,678,247.65

3. Completion Date Adjustments.

None.

4. Milestone Payments.

Project Office Payments will continue based on the original contract schedule outlined in Appendix 24D. Four new payment terms will occur beginning Q4 2009 and continuing through Q3 2010.

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 #33 and the provisions of the Contract, the provisions of this Modification #33 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