

Exhibit C

ADDENDUM 1 ADJUSTMENTS AND RESPONSES

THIS ADDENDUM ("Addendum") is made part of the Communications Systems Agreement and all other related agreements and proposals ("Contract Documents"), entered into and between Motorola Solutions, Inc. ("Motorola") and Williamson County Joint Communications Network Authority (the "WCJCN").

Purpose: The purpose of this Addendum is to address adjustments and responses to the Contract Documents as agreed by the parties.

Adjustments to the WCJCN proposal:

1. In Table 1-2, System Description, only one site is HSB protected (Brentwood to Brentwood 911). We suggest all microwave links have HSB protection.

Section 1.7.1.1 page 1-24 is amended to include the following as clarification:

All microwave links are loop protected. Please see figure 1-3 in section 1.7.1.1 page 1-24. Motorola and WCJCN have discussed the proposal additions required to achieve this design requirement and WCJCN has decided to stay with Loop Protection. The updated Tables from Section 1.7.1.1 are below and replace the ones in the System Description in the September 2016 proposal.

2. SUA II Scope of Work Rev 02 9-07-16 System Upgrade

Clarification to WCJCN Responsibilities:

- 1) Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 2) Provide or purchase labor to implement optional system release features or system expansions.

SUA II SOW 2.1.2.5 & 2.1.2.6 is amended as follows:

Motorola's Major System Releases contain both new standard and optional features and enhancements. Standard features and labor will be included in SUA upgrades. WCJCN may be subject to license and/or equipment charges for optional features and/or enhancements. In addition, Motorola's SUA pricing is based on the system design outlined in Appendix B. Any expansions will need to be purchased separately and could be subject to a price adjustment of the SUA annual price after the expansion.

STANDARD FEATURES – These are features available in the current release and all releases going forward. These features will be defined in each Software release.

OPTIONAL FEATURES – These features are defined as any feature not included in any given standard software release.

3. MNI Network Management (Radio and uW)
Monitor sites should include the local Motorola Service Shop.

Section 1.7.4 page 1-30 is amended for clarification as follows:

The Motorola SSC monitors the system. The shop will then be dispatched per the severity level. WCJCN shall have the ability to view and/or create system management reports, which includes system statistical information from four (4) Network Management clients.

4. Alarms should include tower lights and low fuel alarms, documents indicate it is not included.

The connection of tower alarms and low fuel alarms are included in the Contract Price. There are up to 48 inputs available on the proposed SDM RTU's at each RF site. Please see attached document "MSB Building Alarms 7-23-02" for standard and optional alarms on a 12x24 MSB.

Any other alarms that WCJCN would like to be monitored on existing equipment (i.e. Generators, Towers, Buildings, etc.) would need the appropriate alarm panel/contact closure(s) to do so.

5. Motorola shall install 8' fencing with 3 strands of barbed wire on angled support at all new tower sites.

6. Suggest that Motorola, not the WCJCN, be responsible for storing equipment.

Motorola agrees that it shall be responsible for storing any and all equipment. Title and risk of loss will pass to the customer upon system acceptance.

7. Suggest that Motorola repair any access road damages, rather than the WCJCN.

During construction, if any roads are damaged by Motorola, its contractor's, or subcontractors, Motorola shall repair the roads to meet applicable road construction standards of the governing authority with jurisdiction over the road.

8. Amendments to the Statement of Work Limitations –

- a. Process Equipment List – WCJCN will not provide secure storage of equipment

Motorola shall store any equipment. Title and risk of loss will pass to the customer upon system acceptance.

- b. 28.4.3. is amended for clarification purposes.

1. Motorola agrees that WCJCN shall not have possession of subscriber units prior to staging.

2. Motorola shall develop required room layouts before Staging.

9. Amend 28.7.1 Optimize System FNE to add the following:

- a. Provide WCJCN with Optimization data that includes:

1. 700 MHz Radios

- a. Line Sweeps

- b. Frequencies of each transmitter and receiver

- c. Forward and Reverse Power of each Transmitter (Transmitter Isolator Loads are to be removed for this test)

- d. Individual TX and Combiner Losses

- e. Receiver Sensitivity

- f. Receiver Filter Bandpass at input to Multicoupler

- g. Verify TTA is functioning correctly

- h. Site Noise Floor

- i. Turn on all transmitters in shelter then monitor receive antenna for Intermods

Motorola shall provide the data for informational purposes only. The customer is responsible for frequencies and any pending results. Data (a) through (g) shall be provided by Motorola. Data (h) is not needed. This may be typical of VHF or UHF, but not required for 700/800. Data (i), Motorola will provide the paper intermodulation study at no additional costs.

2. Provide all microwave site tests that include but are not limited to

- a. Alarms

- b. 24-Hour Bit Error Test in each direction
- c. Transmitter output power
- d. Receiver sensitivity
- e. Operation at a 40 dB Fade Margin to verify ACM function

Motorola shall provide the data for informational purposes only. The customer is responsible for frequencies and any pending results. Tests (a) through (e) can be performed as factory tests and are provided at no additional cost to WCJCA.

10. Amend 28.10.3 Regarding-Program Existing Subscribers –Program for exhibiting Subscribers shall not be performed until system is ready for Cutover.

11. Warranty and Maintenance

a. Response time and time to repair are not provided and should be included. In response, Motorola agrees to provide the following response times in the time and manner as provided below.

1. Severity 1 – Motorola shall respond within 2 to 4 hours from receipt of Notification. Restoral shall be achieved within 8 Hours of notification. If Motorola fails to respond to severity level 1 system failure, within 4 hours, Motorola shall deduct \$2,000 from the annual maintenance contract, per occurrence.
2. Severity 2 – Motorola shall respond within 4 hours from receipt of Notification. Restoral – shall be achieved within 8 Hours of notification. If Motorola fails to respond to severity level 2 system failure, within 4 hours, Motorola shall deduct \$1,000 from the annual maintenance contract, per occurrence.
3. Severity 3 – Motorola shall respond within 24 hours from receipt of Notification. Restoral shall be achieved within 48 Hours of notification.

b. Motorola acknowledges that the non-fulfillment of its obligations within the defined response times provided above would result in loses of types and in amounts which are near impossible to compute and ascertain with certainty and that the amounts above represent a fair, reasonable, and appropriate estimate of damages. The amounts are intended to represent estimated damages and are not intended as a penalty.

12. Brentwood RF Site

Replace Brentwood RF Existing Microwave Equipment \$71,248.70 with
Brentwood RF Microwave Equipment \$52,620.10

Motorola shall cover under maintenance/warranty the upgraded microwave equipment between Brentwood 911 and Brentwood RF Existing.

The pricing for Brentwood RF Existing had included the “ENTIRE” upgrade for the hop between Brentwood RF Existing and Brentwood Dispatch. Those numbers have been revised. Brentwood RF Existing should be reduced by \$52,857.14 and Brentwood Dispatch should increase by \$52,857.14.

Brentwood RF Existing System Integration = \$199,886.93
Brentwood Dispatch System Integration = \$296,552.66

In comparison, Brentwood RF Existing and Brentwood Dispatch both have two (2) microwave links - one (1) link is new, one (1) link will be upgraded. However, Brentwood Dispatch also includes MCC7500 console positions, MCC7100 console positions, and a CEN.

Another comparison is Williamson County Fairview. System Integration = \$249,227. This location has two (2) new microwave links, 7 TAC Repeaters, and a rack mount UPS. It is less than Brentwood Dispatch, because it does not have the console positions or a CEN. It is more than Brentwood RF Existing because it has 7 TAC Repeaters, a rack

mount UPS, and two (2) new microwave links versus one (1) new microwave link and one (1) upgraded link.

13. Explanation and Additional Pricing Amendments for Williamson County Joint Communications Network Authority (Brentwood, Franklin and Williamson County). Motorola agrees to the following pricing amendments and or clarifications.
- a. All Pricing is Based on the Tennessee State Contract.
 - b. Pricing validity is until 11/30/16.
 - c. Maintenance Pricing begins at the end of the warranty period, and is included in for your review.
 - d. The System Upgrade Agreement (SUA II) pricing is included in the Contract Price.
 - e. For the five (5) locations receiving new towers (Brentwood RF, Barking Dog, Land Fill, Nolensville, and Sneed WT), Motorola Solutions, Inc. (Motorola) originally included tower foundation pricing based on normal soil analysis. Motorola agrees to provide an optional, not-to- exceed price of an additional \$1,200,000 for all five (5) locations if the technical report requires additional cost based on the Long Lane soil sample. Motorola warrants that the additional costs shall not exceed the \$1,200,000.00 price and costs exceeding the price shall be borne by Motorola.
 - f. Motorola has included a Five Year Pricing Guarantee on all subscribers.
 - g. Motorola is including an optional critical building coverage guarantee for 58 buildings listed in the CATP. The price is not to exceed \$1,300,000. Motorola warrants that the additional costs for the critical building coverage shall not exceed \$1,300,000.00. Any costs associated with the critical building coverage exceeding \$1,300,000 shall be borne by Motorola.
 - h. Motorola has agreed to provide a \$300,000 Technology credit, which can be used for equipment or services of your choice. This offer is based on a signed CSA and Purchase Order issued to Motorola by November 30, 2016.
14. In the event of any conflict between the terms of this Addendum and any contract, exhibits, or any other previously executed addenda, this Addendum shall control.

The parties agree to the terms and obligations contained in this Addendum which is evidenced by the authorized representative

Motorola

Williamson County Communications Joint
Network Authority

Signature

Date

Signature

Date