SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

754

FROM: Riverside County Information Technology PSEC Division

SUBMITTAL DATE:
May 12, 2016

SUBJECT: Approve the Public Safety Enterprise Communications (PSEC) Radio System Channel Expansion and Professional Service Agreement with Motorola Solutions, Inc. for 3 years without seeking competitive bids. [Districts: All]; [$4,144,834; RDA Pass-thru Capital Improvement Fund].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve an expansion to the PSEC radio system to increase channel capacity at the Northwest, Southwest, San Jacinto, Santa Rosa, and Indio PSEC radio cells; and,
2. Approve the Amendment to Lease Equipment Purchase Agreement #23108 and Schedule A #23879; and,
3. Approve and execute the Agreement with Motorola Solutions, Inc. (MSI), for three years for the PSEC radio system expansion, without seeking competitive bids, in a not to exceed amount of $4,144,834; and,
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 5% of the project budget

BACKGROUND:
Summary
(continued on page 2)

Steve Reneker
Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	$ 0	$ 1,381,611	$ 4,144,834	$	Consent ☐ Policy ☑
NET COUNTY COST	$	$	$	$	

SOURCE OF FUNDS: RDA Pass-thru Capital Improvement Fund

Budget Adjustment: No
For Fiscal Year: 16/17 – 18/19

C.E.O. RECOMMENDATION:
APPROVE
BY: _____
County Executive Office Signature Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

Prev. Agn. Ref.: 3.20 6/15/10 | **District: ALL** | **Agenda Number:**

3-23

BACKGROUND:
Summary (continued)
In January of 2014 the PSEC radio system went live, and the Sheriff and Fire department began operating on the new radio system. Since then, at the recommendation of the Grand Jury and the Board of Supervisors, other cities have joined the PSEC system, realizing the County's vision of making it a truly regional radio system. This has been a great achievement for the County of Riverside and its City partners inside the county.

Since the January 2014 cutover, Banning and Murrieta Police Departments (PD) have also joined onto the PSEC system and Riverside PD will be joining the system in June of this year. Other cities such as Corona and Hemet have expressed interest in joining the system and those discussions are underway. With the high level of interest for joining the system, and the number of additional users that have joined since our initial cutover, PSEC staff proactively performed a loading analysis to determine if the additional voice traffic will impact system performance and if radio cells have reached capacity or are at risk of reaching capacity by bringing on additional radio users. The loading analysis revealed three of the west County cells as well as two central County cells, will reach capacity within the next year if we continue to add users at the current pace. In order to maintain system performance as required by our users, it is necessary to add additional talk channels at the Northwest, Southwest, San Jacinto, Santa Rosa, and Indio PSEC radio cells.

The increase in capacity will add one additional channel to each of the five cells thereby reducing potential busies on the system to meet the Public Safety and County of Riverside grade of service.

Impact on Residents and Businesses
The channel expansion for the aforementioned cells will provide the first responders and county agencies with the ability to maintain critical response times and reduce delays in responding to the needs of the residents and businesses in the County of Riverside.

SUPPLEMENTAL:
Additional Fiscal Information

The following table identifies professional services, equipment, warranty and Service Upgrade Agreement costs to be provided by Motorola Solutions, Inc. (Exact cost noted)

Description of Equipment	Cost
Northwest, Southwest, San Jacinto, Santa Rosa, and Indio Cell Expansion	
TOTAL EQUIPMENT COST =	$2,437,444

Description of Services	Cost
Professional Services Northwest, Southwest, San Jacinto, Santa Rosa, and Indio Cell Expansion	
TOTAL SERVICES COST =	$827,716

Warranty and Software Upgrades	Cost
Warranty Year 2 & 3	$79,660.30
SUA II 2017	$202,808.00
SUA II 2018	$204,836.00

	Cost
TAXES =	$194,996.52
GRAND TOTAL =	$3,947,459.82
5% Contingency	$197,373
Grand Total	$4,144,833.82

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve the Public Safety Enterprise Communications (PSEC) Radio System Channel
Expansion and Professional Service Agreement with Motorola Solutions, Inc. for 3 years without
seeking competitive bids. **[Districts: All]; [$4,144,834]**, [RDA Pass-thru Capital Improvement Fund].
DATE: May 12, 2016
PAGE: 3 of 3

Contract History and Price Reasonableness

The PSEC radio system is an APCO Project 25 Phase II radio system that allows other manufacturer subscriber radios to operate on the system. However, it does not support other manufacturer infrastructure equipment on the system. This requires the County to contract with MSI for parts and services. MSI has implemented the PSEC radio system and the price is comparable to other system upgrades that have been previously purchased.

MSI has offered to finance the expansion project for a three year period at 0% interest rate as an amendment to the previous equipment lease terms and conditions. This is a direct savings to the County by not paying interest on the top of the total project cost.

ATTACHMENTS:
1. Communication System Agreement (Motorola proposal for Astro 25 Channel Addition)
2. Amendment to Equipment Lease Purchase Agreement #23108 and Schedule A #23879

COMMUNICATIONS SYSTEM AGREEMENT

Motorola Solutions, Inc. ("Motorola") and County of Riverside, a political subdivision of the State of California ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1   EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through B will be resolved in their listed order.

Exhibit A   Motorola "Software License Agreement"
Exhibit B   Motorola Proposal for Riverside County Astro 25 Channel Addition (the "Proposal").

Section 2   DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1.   "Acceptance Tests" means those tests described in the Acceptance Test Plan.

2.2.   "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

2.3.   "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

2.4.   "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.5.   "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.

2.6.   "Effective Date" means that date upon which the last Party executes this Agreement.

2.7.   "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

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FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS   DATE 5/11/16

2.8.   "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.9.   "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.10.   "Motorola Software" means Software that Motorola or its affiliated company owns.

2.11.   "Non-Motorola Software" means Software that another party owns.

2.12.   "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.13.   "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.14.   "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.15.   "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

2.16.   "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

2.17.   "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.

2.18.   "System Acceptance" means the Acceptance Tests have been successfully completed.

2.19.   "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. For non-system purchase and sale transactions (such as the purchase and sale of products only or products plus incidental services), the "Warranty Period" means one (1) year from the date of shipment.

SECTION 3   SCOPE OF AGREEMENT AND TERM

3.1.   SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2.   CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

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3.3.   TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of expiration of (i) the Warranty Period or (ii) the rights under Section 3.4 below, whichever occurs last.

3.4.   ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available and related services. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

3.5.   MAINTENANCE SERVICE. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software maintenance or upgrade services. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to the maintenance, support or software services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6.   MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7.   NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement.

3.8.   SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

Section 4   PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with this Agreement, including the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

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Section 5   CONTRACT PRICE, PAYMENT AND INVOICING

5.1.   CONTRACT PRICE. The Contract Price in U.S. dollars is $3,752,464.30 (including the warranty and SUA for years 2 and 3; see Section 8 of the Proposal). The total contract sum including estimated sales tax of $194,995.00 and a 5% contingency amount of $197,373.00 is $4,144,832.30. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2.   INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3.   FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4.   INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address: Invoice to: 3450 14th Street, Riverside, CA 92501 – Attn: 4th Floor Accounts Payable

The address which is the ultimate destination where the Equipment will be delivered to Customer is: The remote simulcast sites as listed in the Proposal (Exhibit B to this Agreement) Section 1.

The Equipment will be shipped to the Customer at the following address (insert if this information is known): Ship To: 7195 Alessandro Blvd. Riverside, CA 92506

(Customer may change this information by giving written notice to Motorola.)

SECTION 6   SITES AND SITE CONDITIONS

6.1.   ACCESS TO SITES. Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. Motorola may assist Customer in the local building permit process.

6.2.   SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution,

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equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3.   SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and Specifications as necessary. If change in sites or adjustment to the installation plans and Specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7   TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8   SYSTEM ACCEPTANCE

8.1.   COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) day's notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2.   SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests.   Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System will not postpone System Acceptance or Subsystem Acceptance, but will be corrected according to a mutually agreed punch list schedule.

8.3.   BENEFICIAL USE. Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

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8.4   FINAL PROJECT ACCEPTANCE.   Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed.   When Final Project Acceptance occurs, the Parties will promptly memorialize this final event by means of a Final Project Acceptance Certificate.

Section 9   REPRESENTATIONS AND WARRANTIES

9.1.   SYSTEM FUNCTIONALITY.   Motorola represents that the System will perform in accordance with the Specifications in all material respects.   Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled.   Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2.   EQUIPMENT WARRANTY.   During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.   If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3.   MOTOROLA SOFTWARE WARRANTY.   Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software.   If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

9.4.   EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.   These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5.   WARRANTY CLAIMS.   To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period.   Upon receipt of this notice, Motorola will investigate the warranty claim.   If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software.   That action will be the full extent of Motorola's liability for the warranty claim.   Repaired or replaced product is warranted for the balance of the original applicable warranty period.   All replaced products or parts will become the property of Motorola.

9.6.   ORIGINAL END USER IS COVERED.   These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

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9.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 10 DELAYS

10.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance of this Agreement if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

Motorola acknowledges that the subject of this Agreement is the expansion of the County's public safety radio communications system; and that a principal purpose of the system is to protect public safety during and in response to the occurrence of a Force Majeure event. In accordance with this purpose, each Party shall use reasonable efforts to avoid or mitigate the impact of any Force Majeure event that might diminish the County's ability to respond to public safety emergencies. Motorola shall not be able to invoke Force Majeure in the event Motorola or its subcontractors or suppliers was at fault or negligent with regard to the impact of a Force Majeure on the County's system.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

SECTION 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). A Party may not unreasonably withhold consent to the mediator selection. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will

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share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by an executive with authority to settle the Dispute.

11.4.   LITIGATION, VENUE AND JURISDICTION. If a Dispute remains unresolved for sixty (60) days after the Notice of Mediation, either Party may submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5.   CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

SECTION 12   DEFAULT AND TERMINATION

12.1   DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2.   FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

SECTION 13   INDEMNIFICATION

13.1.   GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2.   GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with

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Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

SECTION 14   LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY

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COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of the cause of action, except for money due upon an open account.

SECTION 15   CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1.   CONFIDENTIAL INFORMATION. During the term of this Agreement, the Parties may provide each other with Confidential Information. Subject to the requirements of any applicable public records law, each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2.   PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.   Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16   GENERAL

16.1.   TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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16.2.   ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3   WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4.   SEVERABILITY. If a court having jurisdiction finds any part of this Agreement to be invalid or unenforceable, that part will be severed and the remainder will continue in full force and effect.

16.5.   INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6.   HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7.   ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8.   NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express or UPS), or by facsimile with correct answerback received, and will be effective upon receipt:

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Motorola Solutions, Inc.
Attn: Mark Anthony
10680 Treena St., #200
San Diego, CA 92131
Office: (858) 368-3264
Cell: (858) 926-6962

Email: m.anthony@motorolasolutions.com

Customer, County of Riverside
Attn: Gus Vazquez
Information Technology Manager III
7195 Alessandro
Riverside, CA 92506
Office: (951) 955-0563
Cell: (951) 203-8298
Email: gustavo.vazquez@rivcoit.org

16.9.   COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS.   Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

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The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

By: _T. Scott_
Name: _Travis Boettcher_
Title: _Vice President_
Date: _5-11-2016_

Customer, County of Riverside
A political subdivision of the State of California

By: _____
Name: _____
Title: _____
Date: _____

FORM APPROVED COUNTY COUNSEL
BY: _____ DATE
NEAL R. KIPNIS

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SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and County of Riverside, a political subdivision of the State of California ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1   DEFINITIONS

1.1   "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2   "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3   "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4   "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5   "Primary Agreement" means the agreement to which this exhibit is attached.

1.6   "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7   "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2   SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3   GRANT OF LICENSE

3.1.   Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the

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Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2.   If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4   LIMITATIONS ON USE

4.1.   Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2.   Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3.   Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4.   When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee

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to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5.   Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5   OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6   LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1.   The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2   Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3.   Warranty claims are described in the Primary Agreement.

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6.4.   The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing.   In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7   TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8   TERM AND TERMINATION

8.1   Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2   Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3   Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9   UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will

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continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10   CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11   LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12   NOTICES

Notices are described in the Primary Agreement.

Section 13   GENERAL

13.1.   COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2.   COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3.   ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4.   GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5.   THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of

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third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6.   SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7.   ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8   SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

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Communications System Agreement   19

EXHIBIT B - RIVERSIDE COUNTY ASTRO 25 CHANNEL ADDITION

MOTOROLA

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SYSTEM DESCRIPTION

1.1   SYSTEM OVERVIEW

Motorola Solutions is pleased to provide Riverside County with a proposal to expand the channel capacity of their existing ASTRO 25 7.15 700 MHz Trunked TDMA system. More specifically, this proposal to Riverside County will add one (1) channel to each of five (5) existing simulcast cells which include Indio Simulcast Cell, Northwest Simulcast Cell, San Jacinto Simulcast Cell, Santa Rosa Simulcast Cell and Southwest Simulcast Cell as shown in Table 1-1 below.

SIMULCAST CELL	TOTAL SITES	NUMBER OF CHANNELS ADDED
INDIO	6	1
NORTHWEST	13	1
SAN JACINTO	12	1
SANTA ROSA	2	1
SOUTHWEST	11	1

Table 1-1

The Genesis GenWatch terminal will automatically be updated with the new channels. The air traffic information is extracted via the ATIA stream and sent to the Genesis server. The new channels will be viewable on the GenWatch terminal.

1.2   SYSTEM DESIGN

1.2.1   Indio Simulcast Cell

The Indio Simulcast Cell currently includes four (4) channels at six (6) sites. This design will add one (1) channel to each of the six (6) remote simulcast sites, therefore, increasing the capacity of the Indio Simulcast Cell to a total of five (5) channels.

Each remote simulcast site will have one (1) additional base radio added to the existing rack. A new AC circuit will be run from the AC panel. A new breaker will be installed to wire the AC to the interface panel of the GTR rack for each of the new stations. The prime site will have one (1) additional comparator for the additional channel added to the system. TNCT will be updated to reflect the additional channel which will update the Zone Controller and Network Management Servers (UNC, PM, UEM, ZSS, ZDS, ATR) at the core sites. The fault management applications and Zone Watch will show the additional channel added onto the system for each cell.

The prime site located at Indio AEOC will consist of the following equipment for this design:

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System Description   1-4

- One (1) GCM 8000 Comparator
- One (1) TDMA Comparator Software

The remote simulcast sites are the following:

- Cactus City East
- Cactus City South
- Indio Hill South
- Indio Hill West
- Mecca Land Fill
- Box Canyon

Each remote simulcast site subsystem will consist of the following equipment for this proposal:

- One (1) GTR8000 Base Radio
- One (1) TDMA Software
- One (1) Dynamic Channel Software

Riverside County is responsible for licensing the frequency. The combiners in the current design can tolerate frequencies within the range of 762-776 MHz, with a minimum frequency spacing of 150 kHz.

Motorola assumes there is an available port on the existing combiner rack where the base radio will be added. Motorola will re-tune the entire combiner in order to add the additional channel. VSWR will be verified. No antenna system testing will be required. The power output of the combiner will be set to the licensed ERP.

The following frequencies have been identified by the County of Riverside to be used for the Indio Simulcast Cell channel addition. Motorola is not responsible for any frequency re-use interference if the new frequencies chosen are being re-used in other sites.

Transmit (MHz)	Receive (MHz)
769.09375	799.09375

1.2.2   Northwest Simulcast Cell

The Northwest Simulcast Cell currently includes seven (7) channels at thirteen (13) sites. This design will add one (1) channel to each of the thirteen (13) remote simulcast sites, therefore, increasing the capacity of the Northwest Simulcast Cell to a total of eight (8) channels.

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System Description   1-5

Each remote simulcast site will have one (1) additional base radio added to the existing rack. A new breaker will be installed to wire the AC to the interface panel of the GTR rack for each of the new stations. The prime site will have one (1) additional comparator for the additional channel added to the system. TNCT will be updated to reflect the additional channel which will update the Zone Controller and Network Management Servers (UNC, PM, UEM, ZSS, ZDS, ATR) at the core sites. The fault management applications and Zone Watch will show the additional channel added onto the system for each cell.

The prime site located at Alessandro will consist of the following equipment for this design:

- One (1) GCM 8000 Comparator
- One (1) TDMA Comparator Software

The remote simulcast sites are the following:

- Blue Mountain
- Beacon Hill
- Box Springs
- Riverside
- Cajalco
- Corona
- Arlington
- Lake Mathews
- Sunnyslope
- Glen Avon
- Green River
- Temescal
- Marshell

Each remote simulcast site subsystem will consist of the following equipment for this proposal:
- One (1) GTR8000 Base Radio
- One (1) TDMA Software
- One (1) Dynamic Channel Software

Riverside County is responsible for licensing the frequency. The combiners in the current design can tolerate frequencies within the range of 762-776 MHz, with a minimum frequency spacing of 150 kHz.

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System Description   1-6

Motorola assumes there is an available port on the existing combiner rack where the base radio will be added. Motorola will re-tune the entire combiner in order to add the additional channel. VSWR will be verified. No antenna system testing will be required. The power output of the combiner will be set to the licensed ERP.

The following frequencies have been identified by the County of Riverside to be used for the Northwest Simulcast Cell channel addition. Only one of the frequencies is required. Motorola is not responsible for any frequency re-use interference if the new frequencies chosen are being re-used in other sites.

Transmit (MHz)	Receive (MHz)
771.31875	801.31875
771.06875	801.06875

1.2.3   San Jacinto Simulcast Cell

The San Jacinto Simulcast Cell currently includes five (5) channels at twelve (12) sites. This design will add one (1) channel to each of the twelve (12) remote simulcast sites, therefore, increasing the capacity of the San Jacinto Simulcast Cell to a total of six (6) channels.

Each remote simulcast site will have one (1) additional base radio added to the existing rack. A new breaker will be installed to wire the AC to the interface panel of the GTR rack for each of the new stations. The prime site will have one (1) additional comparator for the additional channel added to the system. TNCT will be updated to reflect the additional channel which will update the Zone Controller and Network Management Servers (UNC, PM, UEM, ZSS, ZDS, ATR) at the core sites. The fault management applications and Zone Watch will show the additional channel added onto the system for each cell.

The prime site located at Mt. David will consist of the following equipment for this design:

- One (1) GCM 8000 Comparator
- One (1) TDMA Comparator Software

The remote simulcast sites are the following:

- Mt. David
- Marion Ridge
- Banning
- North Mountain
- Perris
- Homeland
- Ranger Peak
- Winchester

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System Description   1-7

- Brookside
- Mead Valley
- Timoteo
- Leona

Each remote simulcast site subsystem will consist of the following equipment for this proposal:

- One (1) GTR8000 Base Radio
- One (1) TDMA Software
- One (1) Dynamic Channel Software

Riverside County is responsible for licensing the frequency. The combiners in the current design can tolerate frequencies within the range of 762-776 MHz, with a minimum frequency spacing of 150 kHz.

Motorola assumes there is an available port on the existing combiner rack where the base radio will be added. Motorola will re-tune the entire combiner in order to add the additional channel. VSWR will be verified. No antenna system testing will be required. The power output of the combiner will be set to the licensed ERP.

The following frequencies have been identified by the County of Riverside to be used for the San Jacinto Simulcast Cell channel addition. Motorola is not responsible for any frequency re-use interference if the new frequencies chosen are being re-used in other sites.

Transmit (MHz)	Receive (MHz)
771.64375	801.64375

1.2.4   Santa Rosa Simulcast Cell

The Santa Rosa Simulcast Cell currently includes three (3) channels at two (2) sites. This design will add one (1) channel to each of the two (2) remote simulcast sites, therefore, increasing the capacity of the Santa Rosa Simulcast Cell to a total of four (4) channels.

Each remote simulcast site will have one (1) additional base radio added to the existing rack. A new breaker will be installed to wire the AC to the interface panel of the GTR rack for each of the new stations. The prime site will have one (1) additional comparator for the additional channel added to the system. TNCT will be updated to reflect the additional channel which will update the Zone Controller and Network Management Servers (UNC, PM, UEM, ZSS, ZDS, ATR) at the core sites. The fault management applications and Zone Watch will show the additional channel added onto the system for each cell.

The prime site located at Santa Rosa will consist of the following equipment for this design:

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System Description   1-8

- One (1) GCM 8000 Comparator
- One (1) TDMA Comparator Software

The remote simulcast sites are the following:

- Santa Rosa
- Toro Peak

Each remote simulcast site subsystem will consist of the following equipment for this proposal:
- One (1) GTR8000 Base Radio
- One (1) TDMA Software
- One (1) Dynamic Channel Software

Riverside County is responsible for licensing the frequency. The combiners in the current design can tolerate frequencies within the range of 762-776 MHz, with a minimum frequency spacing of 150 kHz.

Motorola assumes there is an available port on the existing combiner rack where the base radio will be added. Motorola will re-tune the entire combiner in order to add the additional channel. VSWR will be verified. No antenna system testing will be required. The power output of the combiner will be set to the licensed ERP.
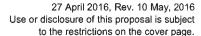
The following frequencies have been identified by the County of Riverside to be used for the Santa Rosa Simulcast Cell channel addition. Motorola is not responsible for any frequency re-use interference if the new frequencies chosen are being re-used in other sites.

Transmit (MHz)	Receive (MHz)
772.28125	802.28125

1.2.5   Southwest Simulcast Cell

The Southwest Simulcast Cell currently includes five (5) channels at eleven (11) sites. This design will add one (1) channel to each of the eleven (11) remote simulcast sites, therefore, increasing the capacity of the Southwest Simulcast Cell to a total of six (6) channels.

Each remote simulcast site will have one (1) additional base radio added to the existing rack. A new breaker will be installed to wire the AC to the interface panel of the GTR rack for each of the new stations. The prime site will have one (1) additional comparator for the additional channel added to the system. TNCT will be updated to reflect the additional channel which will update the Zone Controller and Network Management Servers (UNC, PM, UEM, ZSS, ZDS, ATR) at the core sites. The fault management applications and Zone Watch will show the additional channel added onto the system for each cell.

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System Description   1-9

The prime site located at Elsinore Peak will consist of the following equipment for this design:

- One (1) GCM 8000 Comparator
- One (1) TDMA Comparator Software

The remote simulcast sites are the following:

- Elsinore Peak
- Clinton Keith
- Estelle Mtn
- Ridge Rd
- Menifee
- Vaquero
- Margarita
- Avocado Flats
- Santiago Peak
- Redonda Mesa
- Quail Valley

Each remote simulcast site subsystem will consist of the following equipment for this proposal:
- One (1) GTR8000 Base Radio
- One (1) TDMA Software
- One (1) Dynamic Channel Software

Riverside County is responsible for licensing the frequency. The combiners in the current design can tolerate frequencies within the range of 762-776 MHz, with a minimum frequency spacing of 150 kHz.

Motorola assumes there is an available port on the existing combiner rack where the base radio will be added. Motorola will re-tune the entire combiner in order to add the additional channel. VSWR will be verified. No antenna system testing will be required. The power output of the combiner will be set to the licensed ERP.

The following frequencies have been identified by the County of Riverside to be used for the Southwest Simulcast Cell channel addition. Motorola is not responsible for any frequency re-use interference if the new frequencies chosen are being re-used in other sites.

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System Description 1-10

Transmit (MHz)	Receive (MHz)
769.28125	799.28125

1.3   INTERFERENCE

Motorola Solutions is not responsible for interference caused by implementing the channel expansion at the Indio Simulcast Cell , Northwest Simulcast Cell, San Jacinto Simulcast Cell, Santa Rosa Simulcast Cell and the Southwest Simulcast Cell.

If interference is experienced, Motorola will work with the County of Riverside on a time and materials basis to identify and help mitigate harmful interference.

1.4   COVERAGE

Motorola has not included engineering services to create coverage maps or coverage guarantee in this proposal.

1.5   POWER

There is no AC or DC power systems included in this proposal. A new breaker will be installed to wire the AC to the interface panel of the GTR rack for each of the new stations.

1.6   SPARES

The following spare has been included in this proposal:

- One (1) Reference Distribution Module as part of the Northwest Simulcast Cell

1.7   ASSUMPTIONS

Motorola has made the following global assumptions in the development of this proposal:
- Sites to be provided by the Riverside County meet Motorola's R56 Site Readiness conditions.
- Grounding meets Motorola's R56 installation standards.
- Sufficient building space exists at all the site locations.
- Adequate power is available to support the new equipment.
- Existing generators have adequate capacity to support the equipment.
- The Riverside County is responsible for any frequency license modifications, frequency acquisition, and FCC coordination.
- No civil work or site upgrades are included in Motorola's quotation.
  - A new breaker will be installed to wire the AC to the interface panel of the GTR rack for each of the new stations.
- Any site/location upgrades or modifications are the responsibility of Riverside County.

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System Description   1-11

- Any required system interconnections not specifically outlined here will be provided by the Riverside County, including but not limited to dedicated phone circuits or microwave links.
- Staging of equipment is not included.
- System acceptance testing is included.

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System Description   1-12

EQUIPMENT LIST

2.1 GTR SINGLE CHANNEL EXPANSION

SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
INDIO CELL	LICENSING	1	SQM01SUM0273	MASTER SITE CONFIGURATION
INDIO CELL	LICENSING	1	CA02629AA	ENH: EXPAND 7.15
INDIO CELL	LICENSING	1	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
INDIO CELL	LICENSING	6	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
INDIO CELL	LICENSING	6	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
INDIO CELL	COMPARATOR	1	T7321	GCM 8000 COMPARATOR
INDIO CELL	COMPARATOR	1	CA01183AA	GCM 8000 COMPARATOR
INDIO CELL	COMPARATOR	1	CA01185AA	ADD: IP BASED MULTISITE OPERATION
INDIO CELL	COMPARATOR	1	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
INDIO CELL	COMPARATOR	1	X153AW	ADD: RACK MOUNT HARDWARE
INDIO CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
INDIO CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
INDIO CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
INDIO CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
INDIO CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
INDIO CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
INDIO CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
INDIO CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
INDIO CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
INDIO CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
INDIO CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
INDIO CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE

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Equipment List   2-13

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SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
INDIO CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
INDIO CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
INDIO CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
INDIO CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
INDIO CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
INDIO CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
INDIO CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
INDIO CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
INDIO CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
INDIO CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
INDIO CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
INDIO CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
INDIO CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
INDIO CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
INDIO CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
INDIO CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
INDIO CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
INDIO CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
INDIO CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
INDIO CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
INDIO CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
INDIO CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
INDIO CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
INDIO CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	LICENSING	1	SQM01SUM0273	MASTER SITE CONFIGURATION
NW CELL	LICENSING	1	CA02629AA	ENH: EXPAND 7.15
NW CELL	LICENSING	2	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
NW CELL	LICENSING	13	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
NW CELL	LICENSING	13	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
NW CELL	COMPARATOR	1	T7321	GCM 8000 COMPARATOR
NW CELL	COMPARATOR	1	CA01183AA	GCM 8000 COMPARATOR

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SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
NW CELL	COMPARATOR	1	CA01185AA	ADD: IP BASED MULTISITE OPERATION
NW CELL	COMPARATOR	1	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
NW CELL	COMPARATOR	1	X153AW	ADD: RACK MOUNT HARDWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE

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SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE

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SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	RDM	1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
SJ CELL	LICENSING	1	SQM01SUM0273	MASTER SITE CONFIGURATION
SJ CELL	LICENSING	1	CA02629AA	ENH: EXPAND 7.15
SJ CELL	LICENSING	2	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
SJ CELL	LICENSING	12	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
SJ CELL	LICENSING	12	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
SJ CELL	COMPARATOR	1	T7321	GCM 8000 COMPARATOR
SJ CELL	COMPARATOR	1	CA01183AA	GCM 8000 COMPARATOR
SJ CELL	COMPARATOR	1	CA01185AA	ADD: IP BASED MULTISITE OPERATION
SJ CELL	COMPARATOR	1	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
SJ CELL	COMPARATOR	1	X153AW	ADD: RACK MOUNT HARDWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE

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SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ

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SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO

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SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SANTA ROSA CELL	LICENSING	1	SQM01SUM0273	MASTER SITE CONFIGURATION
SANTA ROSA CELL	LICENSING	1	CA02629AA	ENH: EXPAND 7.15
SANTA ROSA CELL	LICENSING	1	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
SANTA ROSA CELL	LICENSING	2	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
SANTA ROSA CELL	LICENSING	2	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
SANTA ROSA CELL	COMPARATOR	1	T7321	GCM 8000 COMPARATOR
SANTA ROSA CELL	COMPARATOR	1	CA01183AA	GCM 8000 COMPARATOR
SANTA ROSA CELL	COMPARATOR	1	CA01185AA	ADD: IP BASED MULTISITE OPERATION
SANTA ROSA CELL	COMPARATOR	1	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
SANTA ROSA CELL	COMPARATOR	1	X1153AW	ADD: RACK MOUNT HARDWARE
SANTA ROSA CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SANTA ROSA CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SANTA ROSA CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SANTA ROSA CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SANTA ROSA CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SANTA ROSA CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SANTA ROSA CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SANTA ROSA CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SANTA ROSA CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SANTA ROSA CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SANTA ROSA CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SANTA ROSA CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE

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SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
MASTER	LICENSING	1	SQM01SUM0273	MASTER SITE CONFIGURATION
MASTER	LICENSING	1	CA02629AA	ENH: EXPAND 7.15
MASTER	LICENSING	2	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
MASTER	LICENSING	11	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
MASTER	LICENSING	11	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
ELSINORE PK PRIME	COMPARATOR	1	T7321	GCM 8000 COMPARATOR
ELSINORE PK PRIME	COMPARATOR	1	CA01183AA	GCM 8000 COMPARATOR
ELSINORE PK PRIME	COMPARATOR	1	CA01185AA	ADD: IP BASED MULTISITE OPERATION
ELSINORE PK PRIME	COMPARATOR	1	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
ELSINORE PK PRIME	COMPARATOR	1	X153AW	ADD: RACK MOUNT HARDWARE
ELSINORE PEAK	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
ELSINORE PEAK	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
ELSINORE PEAK	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
ELSINORE PEAK	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
ELSINORE PEAK	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
ELSINORE PEAK	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
CLINTON KEITH	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
CLINTON KEITH	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
CLINTON KEITH	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
CLINTON KEITH	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
CLINTON KEITH	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
CLINTON KEITH	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
ESTELLE MTN	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
ESTELLE MTN	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
ESTELLE MTN	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
ESTELLE MTN	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
ESTELLE MTN	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
ESTELLE MTN	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
RIDGE RD	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
RIDGE RD	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
RIDGE RD	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO

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SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
RIDGE RD	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
RIDGE RD	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
RIDGE RD	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
MENIFEE	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
MENIFEE	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
MENIFEE	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
MENIFEE	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
MENIFEE	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
MENIFEE	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
VAQUERO	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
VAQUERO	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
VAQUERO	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
VAQUERO	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
VAQUERO	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
VAQUERO	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
MARGARITA	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
MARGARITA	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
MARGARITA	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
MARGARITA	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
MARGARITA	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
MARGARITA	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
AVOCADO FLATS	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
AVOCADO FLATS	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
AVOCADO FLATS	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
AVOCADO FLATS	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
AVOCADO FLATS	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
AVOCADO FLATS	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SANTIAGO PEAK	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SANTIAGO PEAK	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SANTIAGO PEAK	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SANTIAGO PEAK	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE

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SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
SANTIAGO PEAK	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SANTIAGO PEAK	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
REDONDO MESA	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
REDONDO MESA	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
REDONDO MESA	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
REDONDO MESA	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
REDONDO MESA	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
REDONDO MESA	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
QUAIL VALLEY	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
QUAIL VALLEY	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
QUAIL VALLEY	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
QUAIL VALLEY	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
QUAIL VALLEY	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
QUAIL VALLEY	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE

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ACCEPTANCE TEST PLAN

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3.1 WIDE AREA TRUNKING FDMA/TDMA MIXED SITES

3.1.1 Talkgroup Call

1. DESCRIPTION

The Talkgroup is the primary level of organization for communications on a trunked radio system. Radios with Talkgroup call capability will be able to communicate with other members of the same Talkgroup. This provides the effect of a private channel down to the Talkgroup level.
This test will demonstrate that a Talkgroup transmission initiated by a radio user will only be heard by system users, which have, the same Talkgroup selected. As with other types of calls, Talkgroup calls can take place from anywhere in the system.

SETUP

RADIO-1 - SITE 1 - TALKGROUP 1
RADIO-2 - SITE 2 - TALKGROUP 1

VERSION #1.040

2. TEST

Step 1. Cycle through the channels in the simuclast cell until the desired channel is reached.

Step 2. Initiate a Wide Area Call with RADIO-1 in TALKGROUP 1 on the test channel.

Step 3. Observe that only RADIO-2 will be able to monitor and respond to the call.

Step 4. Repeat the test for remaining cells until the channel add-ons for all 5 simulcast cells have been tested.

Simulcast Cell	Pass/Fail
Northwest	
Southwest	
Santa Rosa	
San Jacinto	
Indio	

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Acceptance Test Plan   3-25

3.2 SYSTEM MANAGEMENT TESTS

3.2.1 ZoneWatch

1. DESCRIPTION

ZoneWatch is an administration tool for monitoring radio traffic on a system. A system manager can use ZoneWatch to analyze traffic patterns for load distribution and troubleshoot radio and site problems. ZoneWatch is used to view current radio traffic activity for the system. This activity is displayed in graphical format, color-coded for easy identification of the type of activity occurring on the system.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 2
RADIO-3 - TALKGROUP 1
RADIO-3 - SITE - SITE 3
RADIO-4 - TALKGROUP 1
RADIO-4 - SITE - SITE 4

VERSION #1.010

2. TEST

Step 1. Verify that ZoneWatch has been configured for the Grid and Multi Site Scroll windows to display system activity.

Step 2. From the PC Application Launcher, select a zone folder.

Step 3. From within that zone, select ZoneWatch.

Step 4. Select the appropriate profile to be able to view the channel usage on the system.

Step 5. Initiate several calls with the radios and observe that the appropriate channel usage information is displayed.

Step 6. Verify that the new channel is displayed correctly and repeat until all 5 new channels have been tested.

Simulcast Cell	Pass/Fail
Northwest	
Southwest	
Santa Rosa	
San Jacinto	
Indio	

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3.3 FAULT MANAGEMENT

3.3.1 Unified Event Manager - Views

1. DESCRIPTION

The Unified Event Manager (UEM) provides three different views. The purpose of this test is to demonstrate the views available from the UEM.

For A7.14: Custom views can be saved and retrieved by other NM Client users. This test demonstrates this capability, as well as demonstrating an improvement in display of Channel information.

SETUP

NMclient01 - UEM session up and running.

VERSION #1.050

2. TEST

Step 1. The first view is the Active Alarms. In the navigation pane expand Fault Management and select Network Events.

Step 2. Customize the Active Alarms display by selecting the View option from the menu bar, then select Search.

Step 3. Perform a Managed Resource search for channels, site controllers and routers by entering "Contains" and ch, sc, and z00 respectively in the search fields to perform the three separate searches.

Step 4. For each of the three searches a filtered alarm view is displayed that contains alarms for the appropriate device in the search.

Step 5. The second view is the Physical Summary view. In the navigation pane, expand Zone Maps and select Physical Summary. The Physical Summary View provides an aggregated alarm severity status of the devices located at all subnets in the Zone.

Step 6. The third view is the Service Summary. In the navigation pane, under Zone Maps select Service Summary. The Service Summary View provides a quick summary of the service status of sites in a Zone, including access to Channel status.

Step 7. In the main UEM window is an Alarm Summary View pane. In the Alarm Summary View, select the format for the desired view, pie, tabular or bar.

Step 8. Create a custom view. View the Active Alarms display to see result. Perform right click on the Network Events tree node in the navigation window and select export function. Select filter view, and provide a target location to save the custom view tree structure on NM Client.

Step 9. Log out of the UEM application, and log back in as a different user. Retrieve the custom view saved in step 8. View the Active Alarms display to see the same view.

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Acceptance Test Plan 3-27

Step 10.   Navigate Network Database, select Repeater/Conventional Site and from Managed Resources menu, select Managed Resource Properties. Choose channel tab to display all channel status.

Pass_____ Fail_____

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Acceptance Test Plan 3-28

Fault Management

3.3.2 Station Power Amp Failure Reports to the Unified Event Manager (UEM)

1. DESCRIPTION

This test will demonstrate that the Unified Event Manager (UEM) alarms view is able to capture information about various failures at the system and zone level.
A station will be keyed while the output is unloaded to simulate a power amp failure. The failures will be monitored on the UEM.

Note: For safety, either power down the station or TX Inhibit it before disconnecting or re-connecting the dummy load to prevent accidental keying of the station.

Note: This test should be done on a site with more than 2 channels. Failsoft will occur if the test is done on a 2 channel site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 1
NMclient01 - UEM session up and running.

* All Radios should be "Site Locked"

VERSION #1.020

2. TEST

Step 1. Verify that the power amp of the station to be tested has no active alarms against it.

Step 2. Disconnect the dummy load/antenna from the station.

Step 3. Make several talkgroup calls using RADIO-1 until the test station has been keyed.

Step 4. Observe that an alarm indicating a Power Amp failure appears on the UEM alarms view.

Step 5. Reconnect the dummy load/antenna disconnected in Step 3.

Step 6. In approximately 5 minutes, observe the changes to the alarm on the UEM, indicating the module is restored to service.

Step 7. Repeat the test for each new channel.

Simulcast Cell	Pass/Fail
Northwest	
Southwest	
Santa Rosa	
San Jacinto	
Indio	

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Acceptance Test Plan   3-29

3.4   SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS: _____ Date: _____

Please Print Name: _____

_____

Initials:

Please Print Title: _____

WITNESS: _____ Date: _____

Please Print Name: _____

_____

Initials:

Please Print Title: _____

WITNESS: _____ Date: _____

Please Print Name: _____

_____

Initials:

Please Print Title: _____

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Acceptance Test Plan   3-1

STATEMENT OF WORK

4.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to the County of Riverside. The tasks described herein will be performed by Motorola, its subcontractors, and the County of Riverside to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and Customer during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and Customer.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

Motorola will be providing the addition of a single channel to each of the following simulcast cells: Indio Simulcast Cell, Northwest Simulcast Cell, San Jacinto Simulcast Cell, Santa Rosa Simulcast Cell, and the Southwest Simulcast Cell.

4.2 ASSUMPTIONS

Motorola has based the system design on information provided by the County of Riverside and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to the County of Riverside, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order

- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the County of Riverside system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola assumes there is an available port on the existing combiner rack where the base radio will be added.
- Electrical is available at the rack for all sites.

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Statement of Work   4-2

4.3   CONTRACT

4.3.1   Contract Award (Milestone)

- The Customer and Motorola execute the contract and both parties receive all the necessary documentation.

4.3.2   Contract Administration

Motorola Responsibilities:
- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the Customer.

Customer Responsibilities:
- Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria:
- Motorola internal processes are set up for project management.
- Both Motorola and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

4.3.3   Project Kickoff

Motorola Responsibilities:
- Conduct a project kickoff meeting during the CDR phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the Customer.
- Review the resource and scheduling requirements with the Customer.
- Review the Project Schedule with the Customer to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

Customer Responsibilities:
- The Customer's key project team participants attend the meeting.
- Review Motorola and Customer responsibilities.

Completion Criteria:
- Project kickoff meeting completed.
- Meeting notes identify the next action items.

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Statement of Work   4-3

4.4   CONTRACT DESIGN REVIEW

4.4.1   Review Contract Design

Motorola Responsibilities:
- Meet with the Customer project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to the Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, and install.
- Prepare equipment layout plans for the field.
- Finalize site acquisition and development plan.
    - Conduct (updated) site evaluations to capture site details of the system design and to determine site readiness (when necessary).
    - Determine each site's ability to accommodate proposed equipment based upon physical capacity.
    - If applicable, test existing equipment with which Motorola equipment will interface.
- Prepare Site Evaluation Report that summarizes findings of above-described site evaluations.

Restrictions:
- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the Customer and documented through the change order process.

Customer Responsibilities:
- The Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Frequency Licensing and Interference:
    - As mandated by FCC, the Customer, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system implementation. This responsibility includes paying for FCC licensing and frequency coordination fees.
    - Provide the FCC "call sign" station identifier for each site prior to system staging.

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Statement of Work   4-4

Completion Criteria:

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

4.4.2   Design Approval (Milestone)

- The Customer executes a Design Approval milestone document.

4.5   ORDER PROCESSING

4.5.1   Process Equipment List

Motorola Responsibilities:

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- MSI Project Manager will confirm with County of Riverside ITM when and where equipment will be shipped prior to shipping equipment.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Customer Responsibilities:

- Approve shipping location(s) and ship date.

Completion Criteria:

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

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Statement of Work   4-5

4.6 MANUFACTURING AND STAGING

4.6.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:
- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Customer Responsibilities:
- None.

Completion Criteria:
- FNE shipped to the field.

4.6.2 Ship Equipment to Field (Milestone)

Motorola Responsibilities:
- Confirm ship address and ship date with the County of Riverside.
- Pack system for shipment to final destination.
- Arrange for shipment to the field.

Customer Responsibilities:
- None.

Completion Criteria:
- Equipment ready for shipment to the field.

4.7 CIVIL WORK FOR THE CUSTOMER-PROVIDED FACILITIES

Motorola Responsibilities:
- Provide electrical requirements for each equipment rack to be installed in the Customer-provided facilities.
- Provide heat load for each equipment rack to be installed in the Customer-provided facilities.
- A new breaker will be installed to wire the AC to the interface panel of the GTR rack for each of the new stations.

Customer Responsibilities:
- If applicable and based on local jurisdictional authority, the Customer will be responsible for any installation or up-grades of the Critical Operation Power Systems in order to comply with NFPA 70, Article 708.
  - An effort by NFPA to meet the government's need for improved power security standards. It requires certain agencies to provide mission critical facilities with a higher level of protection. Article 708 provides requirements for the installation, operation, control, and

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maintenance of electrical equipment and wiring serving designated critical operation areas that must remain operational during a natural or man-made disaster.

- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Provide rack space for the System equipment at the Customer-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36-inch clearance in the front and back.
- Relocate existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- Supply all permits as contractually required.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Complete all customer deliverables in accordance within the approved project schedule.

Completion Criteria:

- All sites are ready for equipment installations in compliance with Motorola's R56 standards.

4.8 SYSTEM INSTALLATION

4.8.1 Install Fixed Network Equipment

Motorola Responsibilities:

- Motorola will be responsible for the installation of all fixed equipment contained in the equipment list and outlined in the System Description at the sites ready for installation. All equipment will be installed in a neat and professional manner, employing a standard of workmanship consistent with its own R-56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA), and FCC standards and regulations.

- For installation of the fixed equipment at the various sites, Motorola will furnish all cables for power, audio, control, and radio transmission to connect the Motorola supplied equipment to the power panels or receptacles and the audio/control line connection point.

- During field installation of the equipment, any required changes to the installation will be noted and assembled with the final 'as-built' documentation of the system.

- Will provide storage location for the Motorola-provided equipment. Receive and inventory all equipment.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.
- Will interface with the following network connections:
  - T1 Interface
- Will not remove existing equipment.
- Will not relocate existing equipment to a location designated by the Customer.
- Will not dispose of existing equipment.
- Will install one GCM 8000 Comparator at each of the five prime sites.
- Will install one GTR 8000 into an existing GTR ESS Six-Pack at each of the remote simulcast sites.

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- Will not be implementing any new antenna systems.
- Will not be testing the existing antenna systems other than VSWR.

Customer Responsibilities:
- Provide access to the sites, as necessary.

Completion Criteria:
- Fixed Network Equipment installation completed and ready for optimization.

4.8.2 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by the Customer.

4.8.3 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by the Customer.

4.9 SYSTEM OPTIMIZATION

4.9.1 Optimize System FNE

Motorola Responsibilities:
- Motorola and its subcontractors optimize each subsystem.
- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Integrate the RF sites into the system to ensure proper operation.

Customer Responsibilities:
- Provide access/escort to the sites.

Completion Criteria:
- System FNE optimization is complete.

4.9.2 Optimization Complete

- System optimization is completed. Motorola and the Customer agree that the equipment is ready for acceptance testing.

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Statement of Work 4-8

4.10 AUDIT AND ACCEPTANCE TESTING

4.10.1 Perform Equipment Testing

Motorola Responsibilities:
- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola (or the Customer) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

Customer Responsibilities:
- Witness tests if desired.

Completion Criteria:
- Successful completion of equipment testing.

4.10.2 Perform Functional Testing

Motorola Responsibilities:
- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the Customer for review.
- Resolve any minor task failures before Final System Acceptance.

Customer Responsibilities:
- Witness the functional testing.

Completion Criteria:
- Successful completion of the functional testing.
- Customer approval of the functional testing.

4.10.3 System Acceptance Test Procedures (Milestone)
- Customer approves the completion of all the required tests.

4.11 FINALIZE

4.11.1 Cutover

Motorola Responsibilities:
- Motorola and the Customer develop a mutually agreed upon cutover plan based upon discussions held during the CDR.

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- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Customer Responsibilities:
- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).

Completion Criteria:
- Successful migration from the old system to the new system.

4.11.2   Resolve Punchlist

Motorola Responsibilities:
- Work with the Customer to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities:
- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria:
- All punchlist items resolved and approved by the Customer.

4.11.3   Transition to Service/Project Transition Certificate

Motorola Responsibilities:
- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

Customer Responsibilities:
- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:
- All service information has been delivered and approved by the Customer.

4.11.4   Finalize Documentation

Motorola Responsibilities:
- Provide an electronic as-built system manual on a Compact Disc (CD). The documentation will include the following:
  - System-Level Diagram
  - Site Equipment Rack Configurations
  - Functional Acceptance Test Plan Test Sheets and Results
  - Equipment Inventory List

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Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

Customer Responsibilities:
- Receive and approve all documentation provided by Motorola.

Completion Criteria:
- All required documentation is provided and approved by the Customer.

4.11.5 Final Acceptance (Milestone)
- All deliverables completed, as contractually required.
- Final System Acceptance received from the Customer.

4.12 PROJECT ADMINISTRATION

4.12.1 Project Status Meetings

Motorola Responsibilities:
- Once a month or as agreed, Motorola Project Manager, or designee, will attend all project status meetings with the Customer, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
  - Overall project status compared to the Project Schedule.
  - Product or service related issues that may affect the Project Schedule.
  - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
  - Any miscellaneous concerns of either the Customer or Motorola.

Customer Responsibilities:
- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:
- Completion of the meetings and submission of meeting minutes.

4.12.2 Progress Milestone Submittal

Motorola Responsibilities:
- Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities:
- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

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Completion Criteria:
- The Customer approval of the Milestone Completion document(s).

4.12.3 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

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Statement of Work   4-12

WARRANTY AND MAINTENANCE

Motorola has over 75 years of experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

5.1   THE MOTOROLA SERVICE DELIVERY TEAM

Customer Support Manager

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer's functions.

Motorola System Technologists

The Motorola System Technologists (ST) are available to assist Motorola's Authorized Servicers when needed for network health and operations.

Motorola System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are provided by the System Support Center:

- Dispatch with OnSite Infrastructure Response Service.
- Infrastructure Repair with Advanced Replacement.
- Technical Support.
- Security Update Service (SUS).

Motorola Local Service Provider

Motorola's authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming, and scheduled preventive

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Warranty and Maintenance   5-13

maintenance tasks for site standards compliance and RF operability. Motorola's authorized service centers are assessed annually for technical and administrative competency.

Motorola places great emphasis on ensuring that communications systems, such as the one proposed for the County of Riverside, meet high standards for design, manufacture, and performance.

To enhance the value of the communications system being acquired, Motorola offers customized warranty and post-warranty services as outlined in this section.

5.2 WARRANTY SERVICES

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems Agreement within this proposal. In addition to the Standard Commercial Warranty, the service products that comprise the Custom Warranty package mirror those being delivered currently to the County of Riverside and are listed below along with a brief description.

5.2.1 Dispatch Service with Onsite Infrastructure Response

The Central Call Center (CCO) at the Motorola System Support Center (SSC) will receive Customer request for service and dispatch a local Servicer. The Servicer will respond to the Customer location based on pre-defined Severity Levels in order to restore the System.

Motorola will also provide Case management as part of the Dispatch Service. The CCO will maintain contact with the on-site Servicer until System Restoral and Case is closed. The CCO will continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

5.2.2 Infrastructure Repair

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

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5.2.3 Infrastructure Repair with Advanced Replacement

Infrastructure Repair with our Advanced Replacement upgrade supplements your spares inventory with Motorola's centralized inventory of critical equipment.

In advance of Motorola repairing the malfunctioning unit, a replacement unit is sent to you within 24 hours to ensure a spare unit is available. Upon receipt of the malfunctioning unit, Motorola repairs the unit and replaces it in our centralized inventory. Motorola has included Infrastructure Repair with Advanced Replacement for Riverside County's offering.

5.2.4 Technical Support Service

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues.

These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.

5.2.5 Security Update Service (SUS)

Commercial security software updates are often designed without RF systems in mind and could cause inadvertent harm to your radio network, disrupting mission-critical communications and putting your first responders and citizens at risk. The Motorola Security Update Service (Table 4-1: Security Update Services) assures that commercial anti-virus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with your ASTRO 25 network and do not interfere with network functionality. Our expert network security technologists analyze, perform testing, and validate the latest security software updates in a dedicated test lab and provide continuous monitoring of updates to provide you regular electronic updates upon completion of successful testing.

Table 4-1: Security Update Services

	SUS
Anti-virus Definition Update	✓
Minor Release (patch release)	✓
Information Assurance Remediation	
Major Release (system release)	
Hardware Refresh	
Implementation Services	
Regional Partner Invoicing	Available

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- Anti-virus definitions and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer.

- Minor releases may include commercial OS and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available.

- Recommendations for IA remediation may include, but is not limited to the following: provide security software updates; provide operating system security updates or patches; implement configuration changes; upgrade to a later ASTRO 25 System Release (upgrade expense not included), or recommending a compensating control.

- Regional partner invoicing provides ability to separate invoicing across multiple agencies.

5.3   POST WARRANTY SERVICES

As Motorola's continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years.

Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings.

These system support services significantly benefit the County of Riverside because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

Post-warranty support services have been included as an option in this offering. The only post-warranty support service included is Technical Support and is for years two and three.

5.4   SUMMARY

Whether it's a routine service call, or a disaster situation, Motorola understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network (Table 4-2). Motorola's goal is to provide the County of Riverside with the qualified resources, to maintain and improve system operation and availability, and to deliver world class service support.

Table 4-2: Warranty Services Overview

Warranty and Post Warranty Service Overview	Warranty Year
Dispatch Service	✓
On Site Infrastructure Response	✓
Network Preventative Maintenance	

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Warranty and Maintenance *5-16*

Warranty and Post Warranty Service Overview	Warranty Year
Infrastructure Repair with Advanced Replacement	✓
Technical Support Service	✓
Network Monitoring Service	
Security Monitoring Service	
Security Update Service (SUS)	✓
Performance Management Reports	

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Warranty and Maintenance   5-17

LIFECYCLE PLANNING

6.1 LIFECYCLE PLANNING

The ASTRO 25 system is an integrated end-to-end solution designed for delivery of mission-critical land mobile radio services. The foundation of the ASTRO 25 platform is an information technology (IT) based core which incorporates both Motorola and commercially developed software and hardware products. The embedded components of the ASTRO 25 system take advantage of the latest technology available through Motorola and its partners to provide an optimized standards-based solution that could not otherwise be developed in-house alone. Similar to other IT systems which leverage products from multiple original equipment manufacturer (OEM) partners, over time, due to normal advancements in technology, individual components within the ASTRO 25 platform will require update and replacement. Lifecycle planning for the ASTRO 25 system is essential to ensure maximum availability and utility to the end users, and to protect the stakeholders' investment in the platform. As with IT computing platforms and other enterprise business systems, the pace of technology obsolescence is primarily driven by commercial OEM products that frequently change and transition into declining levels of support and availability. Consequently, systems without a plan for regular updates can become increasingly difficult and expensive to repair and may also become more vulnerable to security attacks. Additionally, non-current systems may not be able to take advantage of advancements in technology which may provide enhanced features and performance, and may limit the ability to expand. Development of a lifecycle plan provides a roadmap for anticipating and implementing actions to address obsolescence and support limitations. A well developed lifecycle plan provides several benefits to the system owner and users of the system along six critical dimensions:

1. **Operations sustainment** – Ability to maintain highest level of performance and functionality of the system operations.
2. **Network security and information assurance** – Protection against system vulnerabilities that may compromise network security and confidential information. Compliance to mandated security requirements (NIST 800-53, NENA NG911, DHS 4300, DOD 8500.2, etc).
3. **Support for growth and expansion** – Ability to add users, channel and features; expand system coverage and capabilities and/or add-on new agencies.
4. **Fiscal stability** – Planned fiscal approach for system maintenance mitigating risk of unplanned expenses. Inability to fund required maintenance services can result in degradation of operation.
5. **Conformance to grant provisions** – Conformance with DHS Grant funding requirements (e.g. SAFECOM 111890) which dictate compliance to security, interoperability and system maintenance provisions.
6. **CapEx ROI** – Protection against premature deterioration and obsolescence, and extension of the system lifespan thereby reducing the total cost of ownership.

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Lifecycle PLanning   6-18

6.2 MOTOROLA COMMITMENT

Motorola is committed to supporting the ASTRO 25 platform for an extended period of time. Support coverage for the platform is aligned with the typical system lifespan customers' experience which often spans across multiple decades. To sustain the platform lifespan, Motorola makes on-going investments to regularly refresh the underlying components to address normal technology obsolescence and apply security safeguards. A primary goal of technology refresh is to maximize backwards compatibility thereby mitigating the need to replace the entire platform.

Motorola works closely with both customers and government to ensure that solutions offered meet stated requirements and regulations. The product development process for the ASTRO 25 platform is designed to coordinate with standards bodies, regulatory agencies, customer needs and technology advancements. As a result the ASTRO 25 platform is designed with Project 25 standards to ensure fully interoperable digital communications.

Motorola also works with its technology partners to incorporate new product versions into the ASTRO 25 platform through a system certification process, thus ensuring compatibility of new third-party products. As products are discontinued due to technology obsolescence, Motorola incorporates replacement versions thereby avoiding the need to replace the entire platform. The certification process also enables Motorola to continue support for discontinued third-party products, in some cases several years beyond the last general availability date from the OEM.

6.3 MOTOROLA STANDARD PARTS STATEMENT

Motorola will use commercially reasonable efforts to provide replacement parts for Motorola manufactured subscriber equipment for five (5) years and for Motorola manufactured fixed infrastructure equipment exclusive of third party IT equipment (e.g. servers, pc's) for seven (7) years, both from the date of last manufacture. Motorola reserves the right to supply either assemblies or piece parts.

6.4 SYSTEM UPGRADE AGREEMENT (SUA)

6.4.1 Overview

Modern LMR systems are specialized Information Technology (IT) networks that are a hybrid composition of commercial off-the-shelf IT components, specialized Radio Frequency (RF) components and software designed to comply with standards-based specifications. To ensure the highest level of operation, allow for system expansion, provide maximum lifespan and protect the initial investment, regular update and replacement of individual software and hardware components is required.

The Motorola System Upgrade Agreement is comprehensive approach to technology refreshment of the ASTRO 25 system aligned with the Motorola lifecycle roadmap. As major system releases

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Lifecycle PLanning 6-19

become available, the SUA will provide up to one system upgrade per annual contract term. The SUA is a complete package of hardware, software and implementation services required to update the ASTRO 25 system to an eligible system release with an equivalent level of functionality (Table 5-1).

Updates to OEM components ensure availability of repair services support and may also provide increased capacity and processing speed. Regular updates enable system expansion (i.e. expansion of RF sites, dispatch positions, data sub-systems, network management positions, etc.). Professional implementation services guarantee live system upgrades are performed with minimal interruption to system operation with minimal reliance on owner resources. SUA ensures the ASTRO 25 system functions at the highest level of operation, allows for expansion and feature enhancement and maximizes the lifespan of the investment. For owners that are committed to upgrading their system on a regular basis, SUA provides a consistent budgeting solution that provides complete coverage.

6.4.1.1   Included features SUA

Table 5-1: Included features SUAII

Description	SUA II
Anti-virus Definition Update	✓
Minor Release (patch release)	✓
Information Assurance Remediation	
Major Release (system release)	✓
Hardware Refresh	✓
Implementation Services	✓
Regional Partner Invoicing	Available
Major upgrades in 2 yr period	Up to 1

- Anti-virus definitions and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer
- Minor releases may include commercial OS and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available
- Recommendations for IA remediation may include, but is not limited to the following: provide security software updates; provide operating system security updates or patches; implement configuration changes; upgrade to a later ASTRO 25 System Release (upgrade expense not included), or recommending a compensating control
- Major releases may include commercial OS and application software updates as well as Motorola system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Hardware refresh may include version updates and/or replacements for Motorola FRU and third-party networking and computing hardware
- Implementation services includes all in-house and on-site resources to implement and test major release update
- Regional partner invoicing provides ability to separate invoicing across multiple agencies

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Lifecycle PLanning   6-20

- As major releases become available, the SUA II configuration covers up to one major release upgrade per every two year contract term, while the SUA configuration covers up to one major release upgrade per annual contract term.

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Lifecycle PLanning   6-21

PROJECT SCHEDULE

Motorola has provided a project schedule on the following pages.

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County of Riverside Channel Add-On for Five Cells

ID	Task Name	Duration	Start	Finish
1	Implementation Project - Riverside Channel Add-Ons	197d	Mon 8/15/16	Wed 5/17/17
2	Contract	5d	Mon 8/15/16	Mon 8/22/16
3	Contract Award	0d	Mon 8/15/16	Mon 8/15/16
4	Project Kick-Off	5d	Mon 8/15/16	Mon 8/22/16
5	Frequency Licensing Complete <Customer Responsibility>	0d	Mon 8/22/16	Mon 8/22/16
6	Contract Design Review (Gate 9 & 8)	20d	Mon 8/22/16	Mon 9/19/16
7	Review Contract Design	20d	Mon 8/22/16	Mon 9/19/16
8	Complete Transition Survey	0d	Mon 9/19/16	Mon 9/19/16
9	Design Approval	0d	Mon 9/19/16	Mon 9/19/16
10	Order Processing (Gate 7 - Procurement & Build)	139d	Mon 9/19/16	Fri 3/31/17
11	Process Equipment list	8d	Mon 9/19/16	Thu 9/29/16
12	Order Bridged	0d	Thu 9/29/16	Thu 9/29/16
13	Manufacturing and Staging (Gate 7 - Procurement & Build)	131d	Thu 9/29/16	Fri 3/31/17
14	Manufacture Motorola FNE	35d	Thu 9/29/16	Thu 11/17/16
15	Develop Programming Configurations and IP Plan	20d	Thu 9/29/16	Thu 10/27/16
16	Ship Equipment to Field	10d	Thu 11/17/16	Thu 12/1/16
17	Receive and Inventory Equipment in Field	10d	Thu 12/1/16	Thu 12/15/16
18	Warehouse	81d	Thu 12/8/16	Fri 3/31/17
19	INSTALLATION (Gate 6 - Installation & Optimization)	127d	Thu 10/6/16	Mon 4/3/17
20	Perform R-56 Audit	60d	Thu 10/6/16	Thu 12/29/16
21	Link Verification	60d	Thu 10/6/16	Thu 12/29/16
22	Upgrade operations	15d	Thu 12/8/16	Thu 12/29/16
23	Install FNE Equiment	65d	Thu 12/15/16	Thu 3/16/17
24	Install FNE Prime Sites	5d	Thu 12/15/16	Thu 12/22/16
25	Install FNE 44 Remote Sites	60d	Thu 12/22/16	Thu 3/16/17
26	FNE Installations Complete	0d	Thu 3/16/17	Thu 3/16/17
27	System Optimization (Gate 6 - Installation & Optimization)	67d	Thu 12/29/16	Mon 4/3/17
28	Optimize System FNE	67d	Thu 12/29/16	Mon 4/3/17
29	Optimization Complete	0d	Mon 4/3/17	Mon 4/3/17
30	Audit and Acceptance Testing (Gate 5 - System Testing & Cutover)	7d	Mon 4/3/17	Wed 4/12/17
31	Perform System Testing	5d	Mon 4/3/17	Mon 4/10/17
32	SATP Acceptance	0d	Mon 4/10/17	Mon 4/10/17
33	Cutover (Gate 5 - System Testing & Cutover)	2d	Mon 4/10/17	Wed 4/12/17
34	Cutover	2d	Mon 4/10/17	Wed 4/12/17
35	Cutover Complete	0d	Wed 4/12/17	Wed 4/12/17
36	Finalize (Gate 4 - Implementation Close)	25d	Wed 4/12/17	Wed 5/17/17
37	Punchlist Resolution	25d	Wed 4/12/17	Wed 5/17/17
38	Finalize Documentation	20d	Wed 4/19/17	Wed 5/17/17
39	Transition to Service/PTC	2d	Mon 5/15/17	Wed 5/17/17
40	Final Acceptance	0d	Wed 5/17/17	Wed 5/17/17

Project Schedule

PRICING

8.1   PRICING SUMMARY

CELL	SITES	CHs.	EQUIPMENT DISCOUNTED PRICE	SERVICES TOTAL	TOTAL SYSTEM	WARRANTY* (YEAR 2 & 3)	SUA II 2017	SUA II 2018
Northwest	13	7	$905,339.00	$283,787.00	$991,753.00	$ 18,208.07	$58,124.00	$58,705.00
San Jacinto	12	5	$653,894.00	$246,636.00	$900,530.00	$ 17,666.16	$54,102.30	$54,643.32
Southwest	11	5	$601,821.00	$233,749.00	$835,570.00	$ 17,124.25	$50,080.80	$50,581.61
Santa Rosa	2	3	$132,736.00	$71,067.00	$203,803.00	$ 12,247.09	$13,887.00	$14,026.00
Indio	6	4	$341,027.00	$142,487.00	$483,514.00	$ 14,414.72	$29,973.00	$30,273.00
Combined Effort (5 Cells)	44	24	$ 2,634,817.00	$827,716.00	$3,462,533.00	$ 79,660.30	$202,808.00	$204,836.00

* Warranty Year 1 is included in the equipment price.

8.2   COMBINED EFFORT (5 CELLS), EXTENDED WARRANTY AND SUA II EXPANDED SUMMARY

Equipment and Services Description	Price ($)
Equipment	$2,634,817.00
System Integration Services	$827,716.00
Equipment and System Integration Total	$3,462,533.00
Estimated Tax	$194,995.52
Warranty Years* 2 & 3	$ 79,660.30
SUA II 2017	$202,808.00
SUA II 2018	$204,836.00

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Equipment and Services Description	Price ($)
SYSTEM TOTAL WITH TAX	**$4,144,832.82**

* Warranty Year 1 is included in the equipment price.

8.3 PAYMENT TERMS

Customer will make payments to Motorola in accordance with the contract lease payment terms.

Milestones for tracking project completion will be:

- Contract execution.
- Equipment shipment.
- Site Installation complete.
- Final Acceptance.

Motorola reserves the right to make partial shipments of equipment.

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Pricing   8-2

OPINION OF COUNSEL

With respect to that certain May 2016 Amendment to Equipment Lease-Purchase Agreement Schedule A #23879 dated May _____ , 2016 which is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 23108 dated as of June 17, 2010 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

_____
Neal P. Kipnis
Attorney for County of Riverside

CERTIFICATE OF INCUMBENCY

I, ___Neal R. Kipnis_____ (Signature of County Counsel) do hereby certify
that I am County Counsel of COUNTY OF RIVERSIDE, an entity duly organized and existing
under the laws of the State of California that I have custody of the records of such entity, and
that, as of the date hereof, the individuals named below are the duly elected or appointed officers
of such entity holding offices set forth opposite of their respective names. I further certify that
(i) the signatures set opposite their respective names and titles are their true and authentic
signatures and (ii) such officers have the authority on behalf of such entity to enter into that
certain MAY 2016 AMENDMENT TO EQUIPMENT LEASE-PURCHASE AGREEMENT
#23108 and SCHEDULE A #23879 dated May _____ , 2016 between **COUNTY OF
RIVERSIDE** and Motorola Solutions, Inc.

Name	Title	Signature
John J. Benoit	Chairman, Board of Supervisors	_____

(Individual who signed Lease documents should be listed here and sign where applicable)

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of
_____ , hereto this __⟨⟩__ day of May, 2016.

By: _____
     Neal R. Kipnis
     (Signature of County Counsel)

SEAL

MAY 2016 AMENDMENT TO EQUIPMENT LEASE-PURCHASE AGREEMENT #23108 and SCHEDULE A #23879

This May 2016 Amendment to Equipment Lease-Purchase Agreement #23108 and Schedule A #23879 ("**Amendment**") is made and entered into as of May __, 2016, by and between MOTOROLA SOLUTIONS, INC., with an office located at 1303 East Algonquin Road, Schaumburg, IL 60196 ("**Lessor**") and County of Riverside located at 4080 Lemon Street, Riverside, CA 92501 ("**Lessee**").

RECITALS

Lessor and Lessee are parties to that certain Schedule A Equipment Lease-Purchase Agreement #23879 dated May _____, 2016 (the "**Lease**") which is hereby attached to and made part of that certain Equipment Lease Purchase Agreement No. 23108 dated June 17, 2010 (the "**Agreement**"). Pursuant to the terms and conditions of the Lease, Lessee has leased Equipment from Lessor (as defined in the Lease).

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. For the purposes of this Schedule A Equipment Lease-Purchase Agreement #23879 dated May _____, 2016 (the "**Lease**"), any reference to Motorola, Inc. under the original Agreement dated June 17, 2010 is herby changed to Motorola Solutions, Inc.
2. Reaffirmation. Except as otherwise provided in this Amendment, all other terms and conditions of the Lease shall remain the same and the Lease shall remain in full force and effect.
3. Capitalized Terms. All capitalized terms used herein and not otherwise defined shall the meanings as set forth in the Lease and or Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the date first written above.

LESSEE: **COUNTY OF RIVERSIDE**, a political
subdivision of the State of California

By:_____
John J. Benoit, Chairman
Board of Supervisors

Dated:_____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By:_____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:_____
Neal Kipnis,
Deputy County Counsel

LESSOR:MOTOROLA SOLUTIONS, INC.

By:_____
Name: David Kliefoth
Title: Authorized Signatory

Dated:_____

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A   **23879**
Lease Number:

This Equipment Schedule dated as of May _____, 2016 is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and **COUNTY OF RIVERSIDE** (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **23108** dated as of June 17, 2010("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 36 Months   **Commencement Date:**   **5/27/2016**
                                First Payment Due Date: **5/27/2017**

3 Annual Payments of $1,381,610.93 as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE: COUNTY OF RIVERSIDE, a political subdivision of the State of California

By:_____
     John J. Benoit, Chairman
     Board of Supervisors

Dated:_____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By:_____
Deputy

APPROVED AS TO FORM
Gregory P. Priamos
County Counsel

By:_____
     Neal Kipnis,
     Deputy County Counsel

LESSOR:MOTOROLA SOLUTIONS, INC.

By:_____
     Name: David Kliefoth
     Title: Authorized Signatory

Dated:_____

EQUIPMENT LIST

2.1 GTR SINGLE CHANNEL EXPANSION

SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
INDIO CELL	LICENSING	1	SQM01SUM0273	MASTER SITE CONFIGURATION
INDIO CELL	LICENSING	1	CA02629AA	ENH: EXPAND 7.15
INDIO CELL	LICENSING	1	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
INDIO CELL	LICENSING	6	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
INDIO CELL	LICENSING	6	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
INDIO CELL	COMPARATOR	1	T7321	GCM 8000 COMPARATOR
INDIO CELL	COMPARATOR	1	CA01183AA	GCM 8000 COMPARATOR
INDIO CELL	COMPARATOR	1	CA01185AA	ADD: IP BASED MULTISITE OPERATION
INDIO CELL	COMPARATOR	1	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
INDIO CELL	COMPARATOR	1	X153AW	ADD: RACK MOUNT HARDWARE
INDIO CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
INDIO CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
INDIO CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
INDIO CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
INDIO CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
INDIO CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
INDIO CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
INDIO CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
INDIO CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
INDIO CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
INDIO CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
INDIO CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE

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SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
INDIO CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
INDIO CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
INDIO CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
INDIO CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
INDIO CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
INDIO CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
INDIO CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
INDIO CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
INDIO CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
INDIO CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
INDIO CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
INDIO CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
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INDIO CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
INDIO CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
INDIO CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
INDIO CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
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NW CELL	LICENSING	1	SQM01SUM0273	MASTER SITE CONFIGURATION
NW CELL	LICENSING	1	CA02629AA	ENH: EXPAND 7.15
NW CELL	LICENSING	2	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
NW CELL	LICENSING	13	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
NW CELL	LICENSING	13	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
NW CELL	COMPARATOR	1	T7321	GCM 8000 COMPARATOR
NW CELL	COMPARATOR	1	CA01183AA	GCM 8000 COMPARATOR

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Equipment List   2-14

SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
NW CELL	COMPARATOR	1	CA01185AA	ADD: IP BASED MULTISITE OPERATION
NW CELL	COMPARATOR	1	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
NW CELL	COMPARATOR	1	X153AW	ADD: RACK MOUNT HARDWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE

Riverside County
Riverside County ASTRO 25 Channel Addition

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Equipment List   2-15

SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE

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Equipment List   2-16

SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
NW CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
NW CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NW CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
NW CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NW CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
NW CELL	RDM	1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
SJ CELL	LICENSING	1	SQM01SUM0273	MASTER SITE CONFIGURATION
SJ CELL	LICENSING	1	CA02629AA	ENH: EXPAND 7.15
SJ CELL	LICENSING	2	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
SJ CELL	LICENSING	12	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
SJ CELL	LICENSING	12	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
SJ CELL	COMPARATOR	1	T7321	GCM 8000 COMPARATOR
SJ CELL	COMPARATOR	1	CA01183AA	GCM 8000 COMPARATOR
SJ CELL	COMPARATOR	1	CA01185AA	ADD: IP BASED MULTISITE OPERATION
SJ CELL	COMPARATOR	1	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
SJ CELL	COMPARATOR	1	X153AW	ADD: RACK MOUNT HARDWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE

Riverside County
Riverside County ASTRO 25 Channel Addition

SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ

Riverside County
Riverside County ASTRO 25 Channel Addition

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SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO

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Equipment List   2-19

SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SJ CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SJ CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SJ CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SJ CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SJ CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SJ CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SANTA ROSA CELL	LICENSING	1	SQM01SUM0273	MASTER SITE CONFIGURATION
SANTA ROSA CELL	LICENSING	1	CA02629AA	ENH: EXPAND 7.15
SANTA ROSA CELL	LICENSING	1	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
SANTA ROSA CELL	LICENSING	2	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
SANTA ROSA CELL	LICENSING	2	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
SANTA ROSA CELL	COMPARATOR	1	T7321	GCM 8000 COMPARATOR
SANTA ROSA CELL	COMPARATOR	1	CA01183AA	GCM 8000 COMPARATOR
SANTA ROSA CELL	COMPARATOR	1	CA01185AA	ADD: IP BASED MULTISITE OPERATION
SANTA ROSA CELL	COMPARATOR	1	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
SANTA ROSA CELL	COMPARATOR	1	X153AW	ADD: RACK MOUNT HARDWARE
SANTA ROSA CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SANTA ROSA CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SANTA ROSA CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SANTA ROSA CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SANTA ROSA CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SANTA ROSA CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SANTA ROSA CELL	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SANTA ROSA CELL	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SANTA ROSA CELL	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SANTA ROSA CELL	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
SANTA ROSA CELL	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SANTA ROSA CELL	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE

Riverside County
Riverside County ASTRO 25 Channel Addition

SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
MASTER	LICENSING	1	SQM01SUM0273	MASTER SITE CONFIGURATION
MASTER	LICENSING	1	CA02629AA	ENH: EXPAND 7.15
MASTER	LICENSING	2	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
MASTER	LICENSING	11	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
MASTER	LICENSING	11	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
ELSINORE PK PRIME	COMPARATOR	1	T7321	GCM 8000 COMPARATOR
ELSINORE PK PRIME	COMPARATOR	1	CA01183AA	GCM 8000 COMPARATOR
ELSINORE PK PRIME	COMPARATOR	1	CA01185AA	ADD: IP BASED MULTISITE OPERATION
ELSINORE PK PRIME	COMPARATOR	1	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
ELSINORE PK PRIME	COMPARATOR	1	X153AW	ADD: RACK MOUNT HARDWARE
ELSINORE PEAK	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
ELSINORE PEAK	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
ELSINORE PEAK	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
ELSINORE PEAK	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
ELSINORE PEAK	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
ELSINORE PEAK	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
CLINTON KEITH	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
CLINTON KEITH	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
CLINTON KEITH	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
CLINTON KEITH	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
CLINTON KEITH	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
CLINTON KEITH	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
ESTELLE MTN	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
ESTELLE MTN	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
ESTELLE MTN	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
ESTELLE MTN	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
ESTELLE MTN	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
ESTELLE MTN	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
RIDGE RD	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
RIDGE RD	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
RIDGE RD	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO

Riverside County
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SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
RIDGE RD	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
RIDGE RD	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
RIDGE RD	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
MENIFEE	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
MENIFEE	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
MENIFEE	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
MENIFEE	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
MENIFEE	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
MENIFEE	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
VAQUERO	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
VAQUERO	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
VAQUERO	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
VAQUERO	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
VAQUERO	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
VAQUERO	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
MARGARITA	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
MARGARITA	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
MARGARITA	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
MARGARITA	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
MARGARITA	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
MARGARITA	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
AVOCADO FLATS	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
AVOCADO FLATS	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
AVOCADO FLATS	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
AVOCADO FLATS	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
AVOCADO FLATS	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
AVOCADO FLATS	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
SANTIAGO PEAK	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
SANTIAGO PEAK	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
SANTIAGO PEAK	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
SANTIAGO PEAK	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE

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Equipment List   2-22

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SIMULCAST CELL	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
SANTIAGO PEAK	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
SANTIAGO PEAK	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
REDONDO MESA	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
REDONDO MESA	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
REDONDO MESA	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
REDONDO MESA	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
REDONDO MESA	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
REDONDO MESA	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
QUAIL VALLEY	GTR8000	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
QUAIL VALLEY	GTR8000	1	CA00855AA	ADD: 700/800 MHZ
QUAIL VALLEY	GTR8000	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
QUAIL VALLEY	GTR8000	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
QUAIL VALLEY	GTR8000	1	CA01842AA	ADD: P25 TDMA SOFTWARE
QUAIL VALLEY	GTR8000	1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE

Riverside County
Riverside County ASTRO 25 Channel Addition

County of Riverside (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 0.000%

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	5/27/2016	$ 4,144,832.79	1		
2	Payment	5/27/2017	$ 1,381,610.93	3	Annual	5/27/2019

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	5/27/2016				$ 4,144,832.79
1	5/27/2017	$ 1,381,610.93	$ -	$ 1,381,610.93	$ 2,763,221.86
2	5/27/2018	$ 1,381,610.93	$ -	$ 1,381,610.93	$ 1,381,610.93
3	5/27/2019	$ 1,381,610.93	$ -	$ 1,381,610.93	$ -
Grand Totals		$ 4,144,832.79	$ -	$ 4,144,832.79	

INITIAL INSURANCE REQUIREMENT: $4,144,832.79

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

LESSEE: COUNTY OF RIVERSIDE, a political subdivision of the State of California

By:_____
       John J. Benoit, Chairman
       Board of Supervisors

Dated:_____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By:_____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel
By:_____
   Neal Kipnis,
   Deputy County Counsel

LESSOR:MOTOROLA SOLUTIONS, INC.

By:_____
       Name: David Kliefoth
       Title: Authorized Signatory

Dated:_____

LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease Agreement) held on May_____, 2016 the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease Schedule No. 23879 dated as of May_____, 2016, between **COUNTY OF RIVERSIDE** (Lessee) and Motorola Solutions, Inc. (Lessor).

2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease Agreement, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease Agreement by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Lease Agreement on Lessee's behalf sith such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease Agreement.

    Authorized Individual(s): **John J. Benoit**

    Printed or typed name(s) and title(s) of Individual(s) authorized to execute the Lease Agreement.

3. **Adoption of Resolution.** The signatures below from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

    Signature: _____

    Name: John J. Benoit

    Title : Chairman, Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By:_____
Deputy

FORM APPROVED COUNTY COUNSEL
BY: _____
NEAL R. KIPNIS   DATE

Evidence of Insurance

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **23879** dated May _____, 2016 to that certain Equipment Lease Purchase Agreement number **23108** dated June 17, 2010 will be maintained by the **COUNTY OF RIVERSIDE** as stated in the Equipment Lease Purchase Agreement.

This insurance shall name MOTOROLA SOLUTIONS, INC. or its assignee as additional insured and loss payee for the term of the Schedule A number **23879** dated May _____, 2016.

This insurance is provided by:

_____   A CSAC Excess Insurance Certificate of
Name of insurance provider   coverage will be provided

_____
Address of insurance provider

_____
City, State and Zip Code

_____
Phone number of insurance provider

_____
Fax number of insurance provider and email contact information

In accordance with the Equipment Lease Purchase Agreement Number **23108** , **COUNTY OF RIVERSIDE** , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage				
Property Damage				
Public Liability				

Lessee:

COUNTY OF RIVERSIDE   Insurance Provider

John J. Benoit

By: _____   By: _____

Its: Chairman, Board of Supervisors   Its: _____

Date: May _____, 2016   Date: _____

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of **COUNTY OF RIVERSIDE?**

3. Does the equipment replace existing equipment?

   If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

   If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Lessee: **COUNTY OF RIVERSIDE**

John J Benoit

By: _____

Its: Chairman, Board of Supervisors

Date: May _____, 2016

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I	Reporting Authority		If **Amended Return**, check here ▶ ☐

1 Issuer's name	2 Issuer's employer identification number (EIN)
County of Riverside	

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number *(For IRS Use Only)*
4080 Lemon Street		3

6 City, town, or post office, state, and ZIP code	7 Date of issue
Riverside CA 92501	5/27/16

8 Name of issue	9 CUSIP number
Equipment Lease-Purchase Agreement Schedule A 23879	

10a Name and title of officer or other employee of the Issuer whom the IRS may call for more information (see Instructions)	10b Telephone number of officer or other employee shown on 10a

Part II	Type of Issue (enter the issue price). See the instructions and attach schedule.		
11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	3,975,109.63
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶ _____	18	
19	If obligations are TANs or RANs, check only box 19a . . . . ▶ ☐		
	If obligations are BANs, check only box 19b . . . . ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box . . . . ▶ ☐		

Part III	Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	5/27/19	$ 3,975,109.63	$ 3,975,109.63	3 years	2.12 %

Part IV	Uses of Proceeds of Bond Issue (including underwriters' discount)		
22	Proceeds used for accrued interest	22	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	3,975,109.63
24	Proceeds used for bond issuance costs (including underwriters' discount) . .	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund .	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)	29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V	Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the bonds to be currently refunded . . . . . ▶		years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded . . . . ▶		years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . . . . ▶		
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.   Cat. No. 63773S   Form **8038-G** (Rev. 9-2011)

Part VI	**Miscellaneous**			

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	**35**		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	**36a**		
b	Enter the final maturity date of the GIC ▶			
c	Enter the name of the GIC provider ▶			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	**37**		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶

c Enter the EIN of the issuer of the master pool obligation ▶

d Enter the name of the issuer of the master pool obligation ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box . . . . ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement . . . . ▶

b Enter the date the official intent was adopted ▶

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶		▶	
	Signature of issuer's authorized representative Date		Type or print name and title	

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	Firm's name ▶			Firm's EIN ▶	
	Firm's address ▶			Phone no.	

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: June 17, 2010

Lease Schedule A Date: May _____, 2016

Equipment Lease Purchase Agreement No.: 23108   Lease Schedule A No. : 23879

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23879 dated May _____, 2016. See Schedule A for a detailed Equipment List.

LESSEE:

COUNTY OF RIVERSIDE

Date Accepted: _____   By: _____

MEMORANDUM

STEVE RENEKER
Chief Information Officer

LOUIS RAJA ARUL DOSS, ACIO
Enterprise Applications Bureau
VEVA HARGUINDEGUY, ACIO
Converged Communications Bureau
JIM SMITH, ACIO
Technology Services Bureau

To: Board of Supervisors/Purchasing Agent   **Date**: May 12, 2016

Via: RCIT, Procurement Contract Specialist

From: Steve Reneker, Chief Information Officer

Subject: Sole Source Procurement for the Public Safety Enterprise Communications (PSEC) Radio System Channel Expansion and Professional Service Agreement with Motorola Solutions, Inc.

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supplier being requested:** Motorola Solutions, Inc.

2. **Vendor ID: #8448**

3. **Supply/Service being requested:**
   The Public Safety Enterprise Communications (PSEC) Radio System Channel Expansion Project with Motorola Solutions, Inc. including all services and equipment to complete the expansion.

4. **Alternative suppliers that can or might be able to provide supply/service and extent of market research conducted:**
   None, Motorola designed and implemented the Astro 25 system which went live in January 2014.

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**
   Since Motorola was instrumental in the design of this system, only they have the professional technical engineers that are the subject matter experts in the integration and expansion of the existing Astro 25 system. In order to provide seamless transitions as the system expands, RCIT will be relying on this expertise. Without this knowledge and specific level of capability, there is a potential for delays in response times for public safety as the work is being done.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:**
   Since the January 2014 cutover, Banning and Murrieta Police Departments (PD) have also joined onto the PSEC system and Riverside PD will be joining the system in June of this year. Other cities such as Corona and Hemet have expressed interest in joining the system and those discussions are underway. With the high level of interest for joining the system,

and the number of additional users that have joined since our initial cutover, PSEC staff proactively performed a loading analysis to determine if the additional voice traffic will impact system performance and if radio cells have reached capacity or are at risk of reaching capacity by bringing on additional radio users. The loading analysis revealed three of the west County cells as well as two central County cells, will reach capacity within the next year if we continue to add users at the current pace. In order to maintain system performance as required by our users, it is necessary to add additional talk channels at the Northwest, Southwest, San Jacinto, Santa Rosa, and Indio PSEC radio cells.

7. **Period of Performance: From May 27, 2016 to May 26, 2019 (3 years)**
Is this an annually renewable contract?   ■ No   □ Yes
Is this a fixed-term agreement: □ No   ■ Yes

8. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (*Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.*)**

Description:	FY 16/17	FY 17/18	FY 18/19	Total
One-time Costs:				
Expansion project including material and professional services	$3,265,160.00			$3,265,160.00
Ongoing Costs:				
Warranty and software upgrades	$79,660.30	$202,808	$204,836	$523,304.30
Contingency				$197,373.00
Taxes	$194,996.52			$194,996.52
Total Cost	$3,539,816.82	$202,808	$204,836	$4,144,833.82

Note: Financed Purchase – annual payment is $1,381,611

9. **Price Reasonableness:**
The PSEC radio system is an APCO Project 25 Phase II radio system that allows other manufacturer subscriber radios to operate on the system. However, it does not support other manufacturer infrastructure equipment on the system. This requires the County to contract with MSI for parts and services. MSI has implemented the PSEC radio system and the price is comparable to other system upgrades that have been previously purchased.

10. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain)?**
The project includes warranty and software upgrades for the three year period of performance.

11. **Projected Board of Supervisor Date (if applicable):** May 24, 2016
Submission to the Executive Office by May 12, 2016

_____

Steve Reneker, Chief Information Officer   Date   May 11, 2016

Purchasing Department Comments:

Approve   Approve with Condition/s   Disapprove

Not to exceed: $ _4,144,834_   ☐One time   ☐ Annual Amount through _5/26/19_

_____

Purchasing Agent   **Date** 5/11/16   16-533

                                                     Approval Number
                                    (Reference of Purchasing Documents)

List Attachments:

- Form 11
- Communication System Agreement (Motorola proposal for Astro 25 Channel Addition)
- Amendment to Equipment Lease Purchase Agreement #23108 and Schedule A #23879