

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

509



FROM: Executive Office and RCIT

SUBMITTAL DATE:
July 21, 2011

SUBJECT: Public Safety Enterprise Communication Contract Amendments

RECOMMENDED MOTION: That the Board:

1. Reaffirm the PSEC budget of \$148.3 million;
2. Reallocate \$14.2 million from removal of radio purchases to fund project costs;
3. Approve the use of Nextel rebanding credit of \$5.6 million for the PSEC project;
4. Approve the revised PSEC project completion date of December 31, 2012;
5. Approve and execute the attached contract Sixth Amendment with Motorola Inc. increasing the contract amount from \$99,876,978 to \$109,483,646 as a result of changes orders, twelve (12) month project contract extension costs, and site construction cost increases;
6. Approve the use of Development Impact Fees in the amount up to \$2,656,001 for the expansion of the Public Safety Radio Transmission Sites, as needed, based on reimbursement for billings received;
7. Authorize the Executive Officer, with support from the PSEC team, to negotiate and sign change orders or amendments needed to complete the project which: do not exceed \$250,000 individually or \$2 million total, do not substantially change the project scope, and do not increase the total project cost.

Departmental Concurrence

(Continued)

Christopher Hans

Christopher Hans
Deputy CEO

Nathan J. Colodney

Nathan J. Colodney
Chief Information Officer

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 21.2million	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$ 21.2million	Budget Adjustment:	No
Annual Net County Cost:	\$	For Fiscal Year:	11/12

SOURCE OF FUNDS: Cash available from contract amendment (\$14.2 million), Cash available from Nextel rebanding credit (\$5.6 million), DIF fund 30501 (\$2.7 million)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Bill Luna*
Bill Luna

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: July 26, 2011
xc: E.O., RCIT

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 9/27/2005 #3.44 a,b,c
7/12/2011 #3.59

District: ALL

Agenda Number:

3.9

Policy
 Policy
 Consent
 Consent
 Dept't Recomm.:
 Per Exec. Ofc.:

BACKGROUND:

Since the last time a change was brought to the Board for approval, in June of 2010, the PSEC team has faced and overcome a number of unforeseeable obstacles. Other governments - local, state, national, and Native American - have displayed less concern than we hoped they might for what is a vital undertaking for our county. They have thrown up obstacles that have forced us to come up with creative solutions. An analysis of hand-held unit coverage indicated it would fall short of target without intervention. Other new non-implementation, yet related needs were identified and corrected. A shortage of radios was fixed by moving from a purchase to a lease plan.

In each case, potential solutions were identified and the PSEC steering committee - made up of sheriff, fire, executive office, and RCIT staff - chose what it thought was the best option. Unfortunately, this best effort has not allowed us to avoid a project delay as well as some increased costs.

That said, approval of the revised plan in this Form 11 should allow us to establish and achieve a new operational go live date in December 2012 while keeping the installation costs within the original budget of \$148.3 million.

Previously approved projects totaling \$11.3 million for Alessandro repairs, Narrow-banding adjustments for fire and prepayment of future radio lease costs – though not PSEC construction projects, were added to the PSEC budget to simplify the projects and keep them moving forward. This should be corrected and those projects realigned outside of the PSEC budget. The costs of unrelated projects and pre-paid operational expenses totaling about \$11.3 million can be addressed by the Board in a separate Form 11.

In close partnership, the PSEC steering committee and Motorola have worked together to identify solutions while minimizing unavoidable cost overruns. In particular, Motorola has negotiated down from an initial cost overrun estimate of \$12 million to the \$4.97 million requested in this amendment. As an added incentive, Motorola has also offered to provide about \$4.1 million worth of services and hardware at no cost to the county should this agreement be approved in July. These are:

- Building the “Private Call Clearing” and “Riverside Remote Speaker Microphone” SW features as requested by the PSEC project team. Motorola’s normal cost for this feature set is \$750,000.
- Providing a one-time \$1,485,535 equipment credit to be used solely for the purchase of 300 additional HPD modems and \$363,000 worth of mobile installation services.
- Redesigning the SW cell to use 700 MHz frequencies, and give the VHF FNE equipment from this site to the county free of charge. Motorola’s normal cost for this is \$788,000.

- Waiving additional delay and remobilization costs of \$1,100,000 for the county delays during the period of April 1st through July 31st.

PROJECT BUDGET STATUS

The Omnibus report, presented to the Board on July 12, 2011 (Item 3.59) provided a detailed update on the project's status. Listed below are changes that affect the project's \$148.3 million budget.

Most of the increases to installation costs totaling \$21.2 million fall into a few categories:

- Additional PSEC division costs for the 18-month delay total \$7,565,275
- Enhanced coverage requested by the sheriff totals \$2,656,001
- Reimbursement of Motorola expenses resulting from delay totals \$4,965,053
- Change orders requested by PSEC steering committee total \$5,997,850

Decreases to installation costs totaling \$19.8 million fall into two categories:

- Conversion to radio leases from radio purchases lowered the Motorola contract by \$14,180,714
- Nextel rebanding credit of \$5,557,805

Prior year savings in budgeted staff costs allows a reduction of \$1.4 million to keep the project budget at the original \$148.3 million amount.

FUNDING UPDATE

Additional funds have been identified that can be applied to this construction budget so as to free up cash for a portion of the \$11.3 million operational and incidental costs described earlier in this document.

Available to support the PSEC division expenses is \$2.7 million of DIF revenue available to meet enhanced coverage costs.

DELEGATION

Delegation to the County Executive Officer of \$2 million in increments not to exceed \$250,000 will assist in streamlining the completion of this project and ensure cost control. Should any additional policy items surface, the CEO will return to the Board for direction.

**SIXTH AMENDMENT TO THE
PUBLIC SAFETY ENTERPRISE COMMUNICATION
SYSTEM AGREEMENT**

This Sixth Amendment to the Public Safety Enterprise Communication System Agreement (as earlier amended, the "Agreement") by and between the County of Riverside, California (the "County") and Motorola Solutions, Inc. (formerly Motorola, Inc.), a Delaware corporation with a principal place of business at 6450 Sequence Drive, San Diego, California ("VENDOR"), is effective as of date this Amendment becomes fully executed by the parties to the Agreement (the "Amendment Effective Date"), which date shall be confirmed in writing by Notice of the County as the second party to execute this Amendment. Capitalized terms not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement, including as amended by this Amendment.

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1 Amendment of Agreement Articles and Sections

Article 1 of the Agreement is hereby amended to add a new Section 1.10 as follows:

Section 1.10 Sixth Amendment Supplemental Definitions

As used herein:

- (a) **"Sixth Amendment"** means the Amendment to this Agreement approved at the June --, 2011 meeting of the County Board of Supervisors and providing, among other things, for the approval of the Substitution Design and certain Change Orders set forth in Exhibit A thereto.
- (b) **"Sixth Amendment Effective Date"** means the date the Sixth Amendment shall have been fully executed by the parties to the Agreement, which date shall be confirmed in writing by Notice of the County as the second party to execute the Sixth Amendment.
- (c) **"SW Corner Cell Maps"** means the coverage maps predicting 700 MHz coverage in the southwestern corner of the County area affected by the Substitution Design.
- (d) **"Substitution Design"** means the redesign changes for the System to use 700 MHz frequencies rather than VHF frequencies in the SW Corner Cell Area.

- (e) **“SW Corner Cell Area” means the region of the County identified in the SW Corner Cell Maps as affected by the Substitution Design.**

Section 2 Conditions Precedent to Amendment Effectiveness

This Amendment shall neither be binding nor effective unless and until it shall have been approved by the County Board of Supervisors (the “Board”) and executed by the Board’s Chairman. The requirements of this Section 2 shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Amendment to be effective and for the expenditure of County funds.

Section 3 Change Orders

- (a) In accordance with Section 6.5 of the Agreement, Change Orders designated by agreement of the parties as numbers 26-30 and included under Exhibit A hereto are hereby approved and accepted by the County and VENDOR effective upon the Amendment Effective Date, and the Agreement is hereby amended as specified in such Change Orders. The “Administrative Notes” sections of the Change Orders are not intended to have any legal effect and are simply an informal summary statement.
- (b) Notwithstanding Section 3(a) of the First Amendment, the Change Orders adopted pursuant to this Amendment shall, as to the resulting net aggregate increase in Total Contract Price set forth in Exhibit B, have such resulting increase payable on the schedule set forth in Attachment MLS, which is being restated by this Amendment.
- (c) The net Total Contract Price increase for the Change Orders included under Exhibit A is set forth in Attachment PRC as amended by this Amendment. Among other things, such Change Orders fully address any County responsibility to extend the project schedule for any delay in the Project and the anticipated Acceptance for Payment Date related to circumstances that shall have arisen prior to the Amendment Effective Date, with all such reasons justifying such extension being set forth in Change Order 29.

Section 4 Delivery and Installation of System Changes

- (a) This Amendment sets forth the agreement of the parties to redesign the portion of the System serving the SW Corner Cell Area to substitute for the three proposed VHF frequencies originally to be provided by VENDOR the use of 700 MHz frequencies and appropriate related Equipment that is of the same type being used for 700 MHz operations on the rest of the System. The affected region of the County is shown on the SW Corner Cell Maps set forth under Exhibit A hereto. This agreement by the parties to modify the Agreement with respect to the SW Corner Cell Area to redesign the SW Corner Cell Area from VHF to 700 MHz operations is contingent upon the ability of the County to obtain the

necessary 700 MHz frequencies. If the County is unable to obtain the necessary frequencies, neither Party will be responsible for any delays arising out of the efforts to implement the Substitution Design from (i) the Amendment Effective Date through (ii) the date of the County's determination that it is unable to obtain all such frequencies on a basis satisfactory to the County so far as cost and impact on project schedule. In the event of such a determination, neither Party will be entitled to any compensation for that Party's work on or in pursuit of the Substitution Design. This Amendment does not address any delay in the Project or the eventual Acceptance Date of the System resulting from any delays related to the originally contemplated delivery of the three VHF frequencies designated for use in the SW Corner Cell Area, and this Amendment waives no rights or remedies of the Parties under the Agreement with respect to any such delay.

- (b) VENDOR shall deliver the Substitution Design for review and acceptance by the County on or before June 15, 2011. A failure of Motorola timely to deliver the Substitution Design by that date shall be subject to the Agreement and the remedies available for similar failures to perform under the Agreement.
- (c) The Substitution Design shall provide coverage for the affected area that is not inferior in any material respect to the 700 MHz coverage that VENDOR is obligated to provide in accordance with Attachment SPC and associated acceptance testing, including as predicted in the two preliminary coverage maps that have been delivered to the County in computer files designated "RIVCO_IB 700 POS 700 MOB.PDF" dated Wednesday, January 26 2011 and "RIVCO_OB 700 POS 700 MOB.PDF" dated Wednesday, January 26 2011, which maps are hereby appended to Attachment SPC for reference purposes as Annex III thereto, as set forth under Exhibit G hereto.
- (d) VENDOR will provide the necessary 700 MHz equipment for the SW Corner Cell Area sites to convert the sites from the use of VHF frequencies to 700 frequencies at no additional cost to the County. The County will retain ownership to the already delivered SW Corner Cell Area VHF equipment that had been anticipated by the Agreement.
- (e) VENDOR will provide the Services to install and test the 700 MHz equipment in the SW Cell Area
- (f) No changes in the System project schedule or Attachment SCH are being made in connection with the Substitution Design; however, this Amendment does include supplemental revisions to Attachment SCH in accordance with Change Order 29.
- (g) Notwithstanding the Amendment Effective Date, the modifications of the Agreement to be effected by Exhibits E and F shall become effective only upon the delivery of notice to VENDOR by the County that the County has received licenses for the three 700 MHz frequency pairs required for permanent operation of the System using the Substitution Design. If such assignment of licenses does not occur or the Substitution Design is abandoned prior to such assignment, no such modifications of the Agreement shall have occurred, and DRD shall no longer incorporate the changes in DRD effected by the Substitution Design.

Section 5 Amended Attachments.

- (a) Certain Attachments are hereby amended as provided in the Change Orders included under Exhibit A hereto.
- (b) Attachment PRC to the Agreement is hereby amended to add at the end thereof the Sixth Amendment Supplemental Pricing section included under Exhibit B hereto.
- (c) Attachment MLS to the Agreement is hereby amended and restated in its entirety in the form of Attachment MLS under Exhibit C hereto.
- (d) Attachment SCH to the Agreement is hereby amended by and restated, with respect to all performance dates set forth in such Attachment SCH that prior to the Sixth Amendment Effective Date had fallen after the Sixth Amendment Effective Date, in the form of Attachment SCH under Exhibit D hereto.
- (e) Attachment CFG to the Agreement is hereby amended, effective as provided in Section 4(g), to add at the end thereof as a supplement the revisions included under Exhibit E hereto
- (f) Attachment MHZ to the Agreement is hereby amended, effective as provided in Section 4(g), to add at the end thereof as a supplement the revisions included under Exhibit F hereto.
- (g) Attachment SPC to the Agreement is hereby amended to add thereto an Annex III in the form appended under Exhibit G hereto.

Section 6 Warranties

Article 13 of the Agreement is hereby amended to add a new Section 13.14 as follows:

Section 13.14. SW Corner Cell Area Warranties. For purposes of the warranties under this Article 13, the Equipment, Software and Services hereunder that are associated with the creation, implementation, and acceptance of the Substitution Design shall be deemed to be subject to such warranty provisions, whether or not the Total Contract Price includes the cost of such Equipment, Software and Services.

Section 7 Documentation

- (a) Notwithstanding the requirements of the Agreement prior to the Amendment Effective Date, the County and VENDOR have agreed to certain updates and modifications of Agreement terms and conditions as is set forth in the Change Orders under Exhibit A.

- (b) The Change Orders included under Exhibit A adopted pursuant to this Amendment also make any modifications of DRD deemed necessary by the parties to accommodate the intent of the Change Orders.

Section 8 Representations and Warranties

VENDOR represents and warrants to the County that the execution, delivery and performance of this Amendment by VENDOR will not violate any property rights, agreement, document, instrument, order, judgment or Law binding upon VENDOR or any of its property.

Section 9 Name Change

On January 4, 2011, Motorola, Inc. changed its name to Motorola Solutions, Inc. It remains a Delaware corporation. As of dates on and after January 4, 2011, all references in the Agreement as amended from time to time, to "Motorola, Inc." are to the re-named "Motorola Solutions, Inc.". There has been no assignment of any rights or obligations of Motorola, Inc. under the Agreement, and the "VENDOR" under the Agreement continues to be the re-named Motorola Solutions, Inc. VENDOR confirms to the County that it remains the ultimate Parent for purposes of Section 28.4 of the Agreement and that no Trigger Event has occurred under Section 28.5 of the Agreement., including in connection with the corporate reorganization of Motorola, Inc. that prompted such name change.

Section 10 Survival

Any provision of this Amendment which contemplates performance or observance subsequent to the termination of the Agreement or the expiration of the Term, including any renewals or extensions thereof, shall survive and continue in full force and effect.

Section 11 Governing Law

This Amendment shall be governed by and interpreted in accordance with the laws of the State of California.

Section 12 No Waiver

Nothing in this Amendment shall constitute a waiver of any of the rights or obligations under the Agreement of the parties hereto except as expressly set forth herein. No modification, amendment, supplement to or waiver of this Amendment or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought. A failure or delay of either party to this Amendment to enforce at any time any of the provisions of this Amendment or the Agreement as amended at any date or to exercise any option which is herein provided or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of this Amendment or of the Agreement, including as amended hereby.

Section 13 Incorporation by Reference

The following documents, attached hereto or included under Exhibits hereto, are hereby incorporated by reference herein and made a part of this Amendment with the same force and effect as though set forth in their entirety herein (such documents together with the Sections of this Amendment are collectively referred to herein as the "Amendment"):

- Exhibit A* under which is the above-referenced Change Orders titled Change Order No. 26 through Change Order No. 30
- Exhibit B* under which is the Sixth Amendment Supplemental Pricing being added to Attachment PRC
- Exhibit C* under which is the restated Attachment MLS
- Exhibit D* under which is the restated Attachment SCH
- Exhibit E* under which are the supplemental revisions to Attachment CFG
- Exhibit F* under which are supplemental revisions to Attachment MHZ
- Exhibit G* under which are the coverage maps identified as "RIVCO_IB 700 POS 700 MOB.PDF" dated Wednesday, January 26 2011 and "RIVCO_OB 700 POS 700 MOB.PDF" that together constitute a new Annex III to Attachment SPC

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the Amendment Effective Date.

COUNTY OF RIVERSIDE, CALIFORNIA

By Bob Buster

Date 7-26-11

Name: **BOB BUSTER**
Title: **CHAIRMAN, BOARD OF SUPERVISORS**

ATTEST:
KECIA HARPER-IHEM, Clerk
By Kecia Harper-Ihem
DEPUTY

MOTOROLA SOLUTIONS, INC.

By Mark Schmidt

Date 7-27-11

Name: **Mark Schmidt**
Title: **Vice President**
Motorola Sales + Services, Inc.

FORM APPROVED COUNTY COUNSEL
 BY: Neal R. Kipnis
 DATE: 7/28/11

**SIXTH AMENDMENT TO THE
PUBLIC SAFETY ENTERPRISE COMMUNICATION SYSTEM AGREEMENT**

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PSEC Sixth Amendment General Terms

- Exhibit A Change Order No. 26 through Change Order No. 30**
- Exhibit B Attachment PRC Supplement**
- Exhibit C Restated Attachment MLS**
- Exhibit D Attachment SCH Supplement**
- Exhibit E Attachment CFG Supplement**
- Exhibit F Attachment MHZ Supplement**
- Exhibit G Annex III to Attachment SPC**

Exhibit A

PSEC Sixth Amendment

Change Orders 26 - 30



CHANGE ORDER

[CO-0026]

Change Order No. CO-0026

Date: The effective date of this Change Order shall be determined as provided in the Sixth Amendment.

Project Name: PSEC

Customer Name: Riverside County

Customer Project Mgr: Dan Nila

Administrative Notes

This Change Order replaces the propane backup generators at five EC Sites with primary power dual diesel generators. The five EC Sites are Box Canyon, Palen McCoy, Road 62, Midland, and Palo Verde.

Changes in Equipment: *(additions, deletions or modifications)*
Replace the propane backup generators with primary power dual diesel generators at the following five EC sites: Box Canyon, Palen McCoy, Road 62, Midland, and Palo Verde.

Changes in Services: *(additions, deletions or modifications)*
Replace the labor to install the propane back up generators with the labor to install the diesel generators, diesel fuel tanks, and containment basins at each of the five EC sites discussed above. All diesel generators will be installed by VENDOR within nine months of the Sixth Amendment Effective Date.

Schedule Changes: *(describe change or N/A)*
None

Pricing Changes: *(describe change or N/A)*
The change in the equipment and services price is an increase of \$914,351. The tax on equipment at an 8.75% rate is \$21,650. The change to the Total Contract Price with taxes is an increase of \$936,001.

Customer Responsibilities: *(describe change or N/A)*
None

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)
See Attachment MLS



CHANGE ORDER

[CO-0027]

Change Order No. CO-0027

Date: The effective date of this Change Order shall be determined as provided in the Sixth Amendment.

Project Name: PSEC

Customer Name: Riverside County

Customer Project Mgr: Dan Nila

Administrative Notes

This Change Order is for a collection of changes that have occurred during 2010 related to construction activities. The list of specific changes is shown in the Changes in Services box below.

Changes in Equipment: *(additions, deletions or modifications)*
See below

Changes in Services: *(additions, deletions or modifications)*
The following changes are approved with this change order:

Description	Price	Tax	Price with Tax
Installation of ground connection shields	\$22,648		\$22,648
Additional Bollards on outside of propane tank at Banning	\$21,295		\$21,295
San Bernardino permit fees for Joshua Tree	\$16,498		\$16,498
Modify propane tank enclosure at Corona	\$10,021		\$10,021
Ranger Peak dulifying of the tower, shelter, and fence	\$16,408		\$16,408
Redesign Cajalco site	\$9,147		\$9,147
Pavement of Line road	\$74,785		\$74,785
Dulifying tower, fence and shelter at Red Mountain	\$13,254		\$13,254
Blue Mountain power re-routing	\$100,126		\$100,126
Providing power at Temescal	\$99,515		\$99,515
Temporary fence at Rice requested by BLM to protect land on other side of road	\$4,234		\$4,234
Gray microwave dishes	\$15,390		\$15,390
Vaquero retaining wall	\$63,088		\$63,088



CHANGE ORDER

[CO-0027]

Glen Avon retaining wall	\$94,633		\$94,633
Diesel fuel tank at Glen Avon	\$78,511	\$2,995	\$81,505
Diesel fuel tank at Sunnyslope	\$78,511	\$2,995	\$81,505
Belle Mountain Tower painting/acid wash	\$24,319		\$24,319
TLMA road grading credits	(\$132,025)		
Leona			(\$299)
Morongo			(\$12,865)
Temescal			(\$2,288)
Vaquero			(\$22,195)
Mt David			(\$10,942)
Spring Hill			(\$16,592)
Santa Rosa Pk			(\$3,310)
Elsinore Pk			(\$63,535)
Step down transformer for Vaquero Site due to SCE power distribution 240 vs 207 AC	\$4,179		\$4,179
Redesign of Beacon Hill for new site location	\$37,253		\$37,253
Cable Tray and grounding at Colorado River Dispatch	\$2,618		\$2,618
Margarita site redesign	\$29,688		\$29,688
Box Springs-Aaron and George's time for the Power outage.	(\$625)		(\$625)
Aviation Subscriber Radios			\$0
Additional Radio licenses for supplemental APX radios (license for additional radios financed with lease agreement)	\$18,488	\$1,618	\$20,106
Monopole replacement and site move of 100 ft at Sunnyslope	\$150,386	\$12,314	\$162,701
North Mountain site design services	\$10,212		\$10,212
Quail Valley additional drive through gate	\$14,269		\$14,269
Snow Peak Permit Fees	\$17,000		\$17,000
Sunnyslope road redesign and gate move	\$6,313		\$6,313
Step up transformer for Mead Valley Site due to SCE power distribution 240 vs 207 AC	\$18,252		\$18,252
Margarita site redesign	\$35,553		\$35,553
Step down transformer for Sunnyslope Site due to SCE power distribution something higher down to 240 AC	\$4,179		\$4,179
CRIT permit fees for Quail Mesa	\$10,781		\$10,781
Blythe power changes	\$9,025		\$9,025
Red Mtn Power change	\$25,218		\$25,218
Repair of Cactus City ceiling after exploratory opening to validate design details (details were incorrect so decision was made to change direction)	\$2,316		\$2,316
Santa Rosa Pk - for Marc Crispin time.			\$0
Redesign Ridge Road and Marshall - PSEC time			\$0
Elsinore Pk - Move the equipment - PSEC and RCIT time			\$0



CHANGE ORDER

[CO-0027]

Credit for change back from block wall to fence at Marshall, Arlington, and Lake Mathews	(\$88,904)		(\$88,904)
Generator Exhaust pipe extension	\$10,550		\$10,550
BCTC ground trenching	\$10,539		\$10,539
Chuckwalla tower foundation rock anchor cost	\$28,443		\$28,443
Chuckwalla tower foundation requiring sock anchors for holes 3 and 4	\$25,858		\$25,858
Hidden Valley site redesign twice extra	\$95,408		\$95,408
Credit for Windows 7 license purchase for fire 4.9 computers	(\$13,000)		(\$13,000)
Path surveys for 10 sites that towers moved	\$51,000		\$51,000
Dulify El Cariso tower	\$9,815		\$9,815
Timoteo Tower increase	\$281,818		\$281,818
Total	\$1,416,991	\$19,921	\$1,436,913

Schedule Changes: *(describe change or N/A)*
None

Pricing Changes: *(describe change or N/A)*
The change to the Total Contract Price is an increase in the amount of \$1,436,913, which includes sales tax in the amount of \$19,922 for the increase in the equipment calculated at a rate of 8.75%.

Customer Responsibilities: *(describe change or N/A)*
None

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)
See Attachment MLS.



CHANGE ORDER

[CO-0028]

Change Order No. CO-0028

Date: The effective date of this Change Order shall be determined as provided in the Sixth Amendment.

Project Name: PSEC

Customer Name: Riverside County

Customer Project Mgr: Dan Nila

Administrative Notes

This Change Order reconciles the First Amendment ROM sites construction costs. The costs for the construction of 8 ROM sites have increased and this Change Order approves the additional costs. Not all of the construction work has been completed and further changes may occur and may need to be added with future Change Orders. Elsinore Peak is also a ROM site but will be addressed separately since its funding source is from a Federal grant.

Changes in Equipment: *(additions, deletions or modifications)*
None

Changes in Services: *(additions, deletions or modifications)*
Various changes have occurred at the ROM sites identified below that have increased the contracted costs to construct the sites. Site-by-site increases are shown below.

Schedule Changes: *(describe change or N/A)*
None

Pricing Changes: *(describe change or N/A)*

Site Name	ROM Price in Amendment 1	Current Price without Taxes	Taxes on Motorola Supplied Equipment	Current Price with Tax	Price Increase
Belle Mountain	\$488,550	\$573,551	\$4,877	\$578,428	\$89,878
Big Maria	\$640,548	\$641,410	\$4,886	\$646,296	\$5,748
Blythe	\$734,526	\$945,392	\$9,605	\$954,997	\$220,471
Mount David	\$429,660	\$625,526	\$3,807	\$629,333	\$199,673
Red Mountain	\$546,239	\$769,528	\$4,010	\$773,538	\$227,299
Santa Rosa Peak	\$930,333	\$1,811,328	\$14,539	\$1,825,867	\$895,534
Santiago Peak	\$743,852	\$1,227,118	\$8,736	\$1,235,854	\$492,002
Whitewater	\$440,889	\$575,275	\$3,709	\$578,984	\$138,095
ROM Total	\$4,954,597	\$7,169,129	\$54,168	\$7,223,297	\$2,268,700

The change to the Total Contract Price is an increase in the amount of \$2,268,700, which includes sales tax in the amount of \$54,168 calculated at a rate of 8.75%.

**CHANGE ORDER**

[CO-0028]

Customer Responsibilities: <i>(describe change or N/A)</i>
None

Payment Schedule for this Change Order: <i>(describe new payment terms applicable to this change order)</i>
See Attachment MLS.



CHANGE ORDER

[CO-0029]

Change Order No. CO-0029

Date: The effective date of this Change Order shall be determined as provided in the Sixth Amendment.

Project Name: PSEC

Customer Name: Riverside County

Customer Project Mgr: Dan Nila

Administrative Notes

This Change Order is to recognize that the need for the County Board of Supervisors to adopt the Environmental Impact Report required by law and compliance with a required Multiple Species Habitat Conservation review resulted in site acquisition delays that have impacted the construction schedule for the System. Consequently, a schedule extension is being added to the contract project schedule to address the factors responsible for delay and the resulting impact on performance against the previously agreed schedule.

Changes in Equipment: *(additions, deletions or modifications)*
N/A

Changes in Services: *(additions, deletions or modifications)*
N/A

Schedule Changes: *(describe change or N/A)*
The schedule is restated for all performance dates and periods after the Sixth Amendment Effective Date as shown in Attachment SCH.

Pricing Changes: *(describe change or N/A)*
The price of the contract extension is \$4,965,053.00. There is no tax cost so the change to the Total Contract Price is an increase in the amount of \$4,965,053.00.

Customer Responsibilities: *(describe change or N/A)*
None

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)
See Attachment MLS.



CHANGE ORDER

[CO-0030]

Change Order No. CO-0030

Date: The effective date of this Change Order shall be determined as provided in the Sixth Amendment.

Project Name: PSEC

Customer Name: Riverside County

Customer Project Mgr: Dan Nila

Administrative Notes

Motorola agrees to provide the County a one-time \$1,485,535.00 credit (with taxes the credit is \$1,615,519.31) for reduction in HPD modems cost to the County. The credit will be used for purchase of 300 additional HPD modems for a price of \$1,122,360.00, plus \$30,000 for additional licenses. The total cost of the new modems with taxes will be \$1,253,191.50. The remaining \$362,327.81 of credit will be used to pay for installation services on the additional 599 mobile radios that were purchased by the County in the Fifth Amendment. This is a one-time discounted installation price is being offered to the County as part of the agreement to redesign the SW Corner Cell from VHF to 700 MHz.

Changes in Equipment: (additions, deletions or modifications)

The following additional HPD modems will be provided:

QTY	SUB SYS	Item Description	Price	Extended Totals	Extended Totals with 8.75% tax
300	4.9GHZ_FSA	MOTOMESH DUO VMM 4.9 GHZ DC	\$ 1,715.20	\$ 514,560.00	\$ 559,584.00
300	HPD	HPD1000 MODEM 700/800MHZ	\$ 1,360.00	\$ 408,000.00	\$ 443,700.00
300	HPD	ADD: ANTENNA 1/4 WAVE 764-870MHZ	\$ 11.20	\$ 3,360.00	\$ 3,654.00
300	HPD	ADD: DATA CABLE 16.5 FT USB W/IGNIT	\$ 40.00	\$ 12,000.00	\$ 13,050.00
300	HPD	COMPACT MOBILE DUPLEXER	\$ 332.80	\$ 99,840.00	\$ 108,576.00
300	MIDDLEWARE	NEXT GEN MVPN IP CLIENT QTY. 1000+	\$ 130.00	\$ 39,000.00	\$ 42,412.50
300	MIDDLEWARE	NEXT GEN MVPN ADVANCED CLIENT OPTIO	\$ 76.00	\$ 22,800.00	\$ 24,795.00
300	MIDDLEWARE	NEXT GEN MVPN CONCURRENT CLIENT OPT	\$ 76.00	\$ 22,800.00	\$ 24,795.00
3	4.9GHZ_FSA	WM SOFTWARE, 100 NODE PACK	\$ 10,000.00	\$ 30,000.00	\$ 32,625.00
Total				\$ 1,152,360.00	\$ 1,253,191.50

Changes in Services: (additions, deletions or modifications)

VENDOR will provide the installation services for the 599 mobile radios purchased under the Fifth Amendment in consideration of a \$362,327.81 credit arising as part of a reduction in HPD modem cost. No services are included for installation of the 300 HPD modems.

Schedule Changes: (describe change or N/A)

None

Pricing Changes: (describe change or N/A)



CHANGE ORDER

[CO-0030]

The Total Contract Price will not change. The cost of the new modems and the installation services will be offset exactly by the credit for the original modems purchased under the Agreement.

Customer Responsibilities: *(describe change or N/A)*

None

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

N/A

Exhibit B

PSEC Sixth Amendment

Supplement to Attachment PRC

Exhibit B

Supplement to Attachment PRC

The effective date of this Supplement shall be determined as provided in the Sixth Amendment.

Attachment PRC is amended to include the following, which sets forth the additions and subtractions to the Total Contract Price resulting from the incorporation of the change orders shown below.

Sixth Amendment Changes	Total Change Price without Tax	Equipment Price	Services Price	Tax on Equipment (8.75%)	Total Change Price with Tax and Shipping	C/O #
Enhanced Coverage Dual Diesel Generators	\$ 914,351	\$ 247,432	\$ 666,919	\$ 21,650	\$ 936,001	26
Misc. construction changes for 2010	\$ 1,416,991	\$ 325,896	\$ 1,091,095	\$ 19,922	\$ 1,436,913	27
ROM Sites Reconciliation	\$ 2,214,532	\$ 619,062	\$ 1,595,470	\$ 54,168	\$ 2,268,700	28
12 month schedule extension	\$ 4,965,053	\$ -	\$ 4,965,053	\$ -	\$ 4,965,053	29
Aggregate Net Change	\$ 9,510,927	\$ 1,192,390	\$ 8,318,537	\$ 95,740	\$ 9,606,667	

Exhibit C

PSEC Sixth Amendment

Restated Attachment MLS

ATTACHMENT MLS

Payment Milestones

Section 10.1 and Section 10.2 of the Agreement provide for certain payments to be made to or from VENDOR based upon VENDOR's satisfaction of obligations by deadline dates derived from the project schedule set forth in Attachment SCH. This Attachment identifies the Milestones (both Incentive Milestones and Installment Milestones) associated with those dates.

An Incentive Milestone may be subdivided into a series of other Incentive Milestones, marking stages of progress leading up to the final related Incentive Milestone. Similarly, an Installment Milestone may be created for each of a series of progress payments due to VENDOR for cumulative partial performance of a single task, such as delivery of a large Order of Subscriber Devices by deadlines set for specified portions of the Order.

The following tables set forth the Incentive Milestones for the Initial System and the Enhanced Coverage System for purposes of Section 10.1(b) of the Agreement and the Installment Milestones for purposes of Section 10.2 of the Agreement, as of the Third Amendment Effective Date, along with the dates by which VENDOR is to achieve these Milestones.

In the event that the County does not issue EC NTP, none of the Enhanced Coverage Milestones are applicable, provided that if EC NTP is issued later than the Incentive Milestone for acceptance of the initial version of EC DRD, the applicable deadline will nevertheless apply.

A. Initial System Incentive Milestones

<u>Incentive Milestones</u>	<u>Deadline</u>
Acceptance by the County of the Final Design of the initial System	August 27, 2008
Data Subsystem accepted by County as passing functional acceptance testing in accordance with Attachment ATP	May 4, 2012
VHF Subsystem accepted by County as passing functional acceptance testing in accordance with Attachment ATP	April 18, 2012
All dispatcher training successfully completed in accordance with Attachment TRN and Attachment SCH	December 28, 2012
Acceptance for Service of the entire initial System	January 21, 2013

B. Enhanced Coverage Incentive Milestones

<u>Enhanced Coverage Incentive Milestones</u>	<u>Deadline</u>
Acceptance by the County of EC DRD as further described in Attachment SOW	March 15, 2010
Acceptance for Service of the Enhanced Coverage System	January 21, 2013

C. Installment Milestones

Section 5.1(e) or other Agreement Reference ①	Defined ① Installment Milestones	Deadline	Agreement Effective Date Percentage of Total Contract Price Associated with Milestone and Subject to Deferred Payment ②	Installment Amount for the Initial System as of the Effectiveness of the First Amendment and Pursuant to Second Amendment, Third Amendment, Fifth, and Sixth Amendment ③	Aggregate Installment Amount for First Amendment Change Orders as of the Effectiveness of the First Amendment
(ii)	Final Design	August 27, 2008	10%	\$10,443,778	\$745,730
(iii)	Site Civil Work (completion of all Sites)	November 11, 2012	30%	\$27,077,120	\$2,237,190
(iv) and Third Amendment	Delivery of 50% (by invoiced cost) of all Equipment	April 28, 2010	11.5%	\$12,010,344 plus ④ \$352,446	\$857,589 plus ④ \$25,166
(iv) and Third Amendment	Delivery of 100% of Equipment	December 31, 2011	11.5%	\$10,379,563 plus ④ \$352,447 plus \$331,695.59 lump sum upon delivery of 100% of Microwave System Equipment to the Sites or to County-designated warehouses	\$857,590 plus ④ \$25,166

				Plus ⑨ \$18,488 lump sum delivery for additional radio licenses	
(v)	Voice Subsystem (100% of cells)	April 4, 2012	2%	\$1,805,141	\$149,146
(v) and (vi)	Acceptance of 60% (by invoiced cost) of combined voice Subsystem and data Subsystem	January 11, 2012	6%	\$5,415,424	\$447,438
(vi)	Data Subsystem (100% of cells)	April 4, 2012	2%	\$1,805,141	\$149,146
(vii)	Acceptance of Coverage Testing of the initial System	October 22, 2012	2%	\$1,805,141	\$149,146
(viii)	Acceptance for Payment of the initial System	December 31, 2012	10%	\$9,025,707	\$745,730
(ix) and Second Amendment	Final Project Completion ⑤	January 21, 2013	5%	\$4,512,853 ⑤ ⑧	\$372,865
First Amendment	Final Project Completion of the initial System	January 21, 2013	N/A	0	\$745,730 ⑥
Third Amendment	Final Microwave System Design	N/A ⑦	N/A	\$466,300	N/A

Third Amendment	Paradise P Site only: completion of Civil Work, delivery of 100% of Equipment to the Site or to County-designated warehouses, and resolution of punch list items	prior to Enhanced Coverage Acceptance for Service	N/A	\$609,390 ^①	N/A
Sixth Amendment/ Change Order 26	Delivery and installation (pro rata at the completion of the related Site) of substitute diesel generators	N/A	N/A	\$936,001	
Sixth Amendment/ Change Order 27	Sixth Amendment Effective Date	N/A	N/A	\$1,436,913	
Sixth Amendment/ Change Order 28	Sixth Amendment Effective Date	N/A	N/A	\$2,268,700	
Sixth Amendment/ Change Order 29	Sixth Amendment Effective Date	N/A	N/A	\$4,965,053	

① Roman numeral references in this table correspond to that of the Section 5.1(e) clauses defining payments related to the Installment Milestones. Clauses identified with more than one Milestone reflect an interim Installment Milestone for an initial percentage of completion of the related work and a later Installment Milestone for full completion. The actual payment amounts due at any date will be determined in accordance with Section 5.1(e) and the other applicable

provisions of this Agreement as it may be amended, including with respect to Change Orders.

② Actual percentage of the Total Contract Price will vary, e.g., Change Orders are expected to generally have their contract price allocated across the Installment Milestones occurring subsequent to the related Change Order. Percentages shown where applicable total 90%, with 10% of Total Contract Price on the Effective Date having been paid pursuant to Section 5.1(e)(i). "N/A" in column four of the table indicates payment amounts that are not being pro-rated across Installment Milestones occurring subsequent to the related Change Order and are referenced to the Agreement amendment creating the Installment Milestone. "Plus" in columns five and six of this table indicates an addition by Change Order or amendment of the Agreement to the payments established at the Agreement Effective Date or (in the case of column six) First Amendment Effective Date, and such additional payments are not necessarily related to the percentages of Total Contract Price shown in column four.

③ The Fifth Amendment reduced the Total Contract Price by the amount of \$14,180,714.09, which represents the cost of the Listed Radios (with shipping and 8.75% sales tax) alternatively purchased under the CPSA. As a result, the dollar amounts shown in the fifth column that are based upon the percentages set forth in the fourth column were reduced pro rata from the dollar amounts that had been established prior to the Fifth Amendment Effective Date, except to the extent that Milestone payments had already been made to VENDOR prior to the Fifth Amendment Effective Date. In other words, historical actual payment amounts appearing in the first and third rows and corresponding to payments determined under Section 5.1(e) clauses (ii) and (as to the initial 50% of Equipment delivered) (iv) were not reduced, nor was any change made to the Agreement to reduce the past payment to VENDOR under Section 5.1(e)(i). The aggregate amount of the pro rata reductions applicable to those past payments made prior to the Fifth Amendment Effective Date is \$4,466,925, which is equal to (i) \$4,426,224 (31.5% of the portion of the Total Contract Price that had been attributable to the Listed Radios prior to the Third Amendment Effective Date, including shipping and 7.75% sales tax), plus (ii) \$40,701 (31.5% of the amount of the Third Amendment increase in estimated sales taxes attributable to the Listed Radios), which amount the parties agree was paid by the County as a portion of the lump sum payment of \$352,466 shown in the fifth column of the third row of the table. See note 4 below. The County is receiving a credit equal to that \$4,466,925 aggregate amount.

④ Due to an increase in applicable State of California sales tax rates, taxes on Equipment purchases have increased from 7.75% to 8.75%. The incremental amount of taxes payable as a result of the impact of the 1% tax increase for the System Equipment (other than EC Equipment) was \$755,226 as of the Third Amendment Effective Date (and adjusted by the Fifth Amendment with respect to the Listed Radios as discussed in note 3 above). The incremental tax amount

will be paid at the same time as the Section 5.1(e)(iv) installment payments associated with Equipment delivery are paid and in proportion to such Section 5.1(e)(iv) payments (not including the \$331,695.59 lump sum payment related to the Microwave System Equipment, which includes state sales taxes at the 8.75% rate) shown as the first number in the four cells located in columns five and six of rows three and four of this table.

⑤ If (i) EC NTP is not issued after VENDOR submits for approval (to which submission the County shall respond within 90 days) what is proposed to be the initial accepted version of EC DRD or (ii) the County terminates the Enhanced Coverage System, then provided Final Project Completion of the initial System shall have occurred, VENDOR shall be entitled to invoice the County (as a credit due VENDOR at termination under Article 25) for the amount payable under Section 5.1(e)(ix) and the Final Project Completion Installment Milestone will be deemed to apply only to Final Project Completion of the initial System.

⑥ The amount of \$745,730 represents the 10% of the net increase in Total Contract Price pursuant to the First Amendment that is payable at Final Project Completion of the initial System as a separate Installment Milestone in addition to the 5% Installment Milestone related to the Section 5.1(e)(ix) payment.

⑦ To be invoiced following the acceptance of the Final Microwave System Design pursuant to the Third Amendment.

⑧ This amount reflects not only the adjustments described in footnote 3 above, but also the correction of a miscalculation of the payment amount (made using other than the correct 5% fourth column percentage for this payment) introduced by the Second Amendment and corrected by the Fifth Amendment.

⑨ This amount reflects the increase in Total Contract Price attributable to the price of additional radio user licenses for the Supplemental APX Radios.

⑩ This amount reflects a decrease of \$116,049 being applied with Amendment 6. There is no change in contract value associated with this change, this is correcting for an over-statement error in Amendment 3 milestone values.

Exhibit D

PSEC Sixth Amendment

Supplement to Attachment SCH

Supplement to Attachment SCH

This Supplement is intended to extend each performance date or period previously existing in Attachment SCH that was scheduled on or after the Sixth Amendment Effective Date. It is not intended to eliminate any previously existing performance items.

ID	Task Name	Start	Finish	Duration	Predecessors	Gantt Chart			
						2010	2011	2012	2013
1	PSEC Implementation and Acceptance test	12/1/09	6/30/13	579 days		[Gantt bar spanning 2010 to 2013]			
2	Site Construction	1/1/10	11/1/11	478 days		[Gantt bar spanning 2010 to 2011]			
3	Phase 1 Site Acquisition	1/1/10	3/31/11	325 days		[Gantt bar spanning 2010 to 2011]			
4	All Construction Started	1/1/10	5/2/11	347 days		[Gantt bar spanning 2010 to 2011]			
5	All Construction Completed	5/26/10	11/1/11	375 days	4FF+131 days	[Gantt bar spanning 2010 to 2011]			
6	Equipment Installations	12/1/09	10/30/12	761 days		[Gantt bar spanning 2010 to 2012]			
7	Microwave System Completed	12/3/09	1/1/12	550 days	5FF+51 days	[Gantt bar spanning 2010 to 2012]			
8	All Sites Installed	2/11/10	1/1/12	500 days	5FF+51 days	[Gantt bar spanning 2010 to 2012]			
9	7.9 upgrade	10/10/11	11/4/11	20 days		[Gantt bar in 2011]			
10	All Sites Optimized	5/6/10	4/4/12	500 days	8FF+60 days	[Gantt bar spanning 2010 to 2012]			
11	Dispatch Positions Installed	4/2/12	10/4/12	154 days		[Gantt bar in 2012]			
12	2 Dispatch Positions to support System Test	4/2/12	4/27/12	20 days		[Gantt bar in 2012]			
13	Remaining Dispatch Positions	6/29/12	10/4/12	70 days		[Gantt bar in 2012]			
14	Fleetmapping	12/1/09	3/16/12	599 days		[Gantt bar spanning 2010 to 2012]			
15	Sheriff Draft Templates	3/31/11	3/31/11	1 day		[Gantt bar in 2011]			
16	Sheriff Go Live Code Plugs	12/26/11	3/16/12	60 days	15	[Gantt bar in 2012]			
17	Other Department Draft Templates	12/1/09	8/17/10	186 days		[Gantt bar spanning 2010 to 2011]			
18	Other Department Go Live Code Plugs	1/2/12	2/24/12	40 days	17	[Gantt bar in 2012]			
19	Fire Draft Template	6/20/11	6/24/11	5 days		[Gantt bar in 2011]			
20	Fire Go Live Code Plug	10/24/11	11/18/11	20 days		[Gantt bar in 2011]			
21	Vehicle Installation	9/5/11	10/30/12	302 days		[Gantt bar spanning 2011 to 2012]			
22	Vehicles for Coverage Test	9/5/11	9/16/11	10 days		[Gantt bar in 2011]			
23	Other departments	1/9/12	3/16/12	50 days		[Gantt bar in 2012]			
24	Sheriff Vehicles	1/1/12	10/30/12	210 days		[Gantt bar spanning 2012]			
25	Fire	12/5/11	5/18/12	120 days		[Gantt bar spanning 2011 to 2012]			
26	Aviation Installations	7/2/12	10/26/12	85 days		[Gantt bar in 2012]			
27	System Acceptance Testing	11/7/11	10/22/12	251 days		[Gantt bar spanning 2011 to 2012]			
28	Functional Testing	11/7/11	5/4/12	130 days		[Gantt bar spanning 2011 to 2012]			
29	Radio IP	11/7/11	11/11/11	5 days	9	[Gantt bar in 2011]			
30	4.9	11/7/11	11/11/11	5 days	9	[Gantt bar in 2011]			

Revised Schedule 12 month delay 2011 04 25 version for the amendment.mpp

ID	Task Name	Start	Finish	Duration	Predecessors	Timeline (2009-2013)											
						2009	2010	2011	2012	2013							
31	HPD	4/30/12	5/4/12	5 days	10	[Task bar]											
32	Voice	4/5/12	4/18/12	10 days	10	[Task bar]											
33	Coverage Test (w/o in building)	5/1/12	10/22/12	125 days		[Task bar]											
34	HPD	5/1/12	10/22/12	125 days	30	[Task bar]											
35	Voice	5/1/12	10/22/12	125 days	32	[Task bar]											
36	User Validation of Coverage	7/9/12	8/3/12	20 days	35SS-40 days	[Task bar]											
37	60 day Reliability and Cutover	11/2/12	12/31/12	42 days		[Task bar]											
38	Small Agency Cutover	11/2/12	11/25/12	17 days		[Task bar]											
39	Sheriff Cutover	11/27/12	12/31/12	25 days	38	[Task bar]											
40	Punchlist/Finalizer/Documentation	1/1/13	5/6/13	90 days	39	[Task bar]											
41	In Building Coverage Testing	1/1/13	5/6/13	90 days		[Task bar]											
42	Finalize Aviation Installations	1/1/13	5/6/13	90 days		[Task bar]											
43	Deliver 2 DVRS Units	1/1/13	5/6/13	90 days		[Task bar]											
44	Training	12/26/11	8/30/13	440 days		[Task bar]											
45	Train Advance System Managers	12/26/11	3/23/12	65 days		[Task bar]											
46	Dispatcher training	7/2/12	12/26/12	130 days		[Task bar]											
47	Sheriff and Fire Users	7/2/12	11/30/12	110 days		[Task bar]											
48	Other Departments Users	7/2/12	11/30/12	110 days		[Task bar]											
49	Tech Training	4/1/13	8/30/13	110 days		[Task bar]											
50	Enhanced Coverage 3 site phase	3/10/11	1/21/13	488 days		[Task bar]											
51	Ship and Receive FNE	3/10/11	5/13/11	47 days		[Task bar]											
52	Sites Acquired	6/30/11	6/30/11	0 days		[Task bar]											
53	All Sites Constructed	7/1/11	1/19/12	145 days	52	[Task bar]											
54	EC Microwave/PTP Installations	11/25/11	3/8/12	75 days	53FS-40 days	[Task bar]											
55	Radio FNE Installations	11/28/11	4/5/12	94 days	53FS-40 days, 54FF+20 days	[Task bar]											
56	System FNE Optimization	4/6/12	6/28/12	60 days	55	[Task bar]											
57	Acceptance Test	6/29/12	11/2/12	91 days		[Task bar]											
58	Functional Test	6/29/12	7/12/12	10 days	56	[Task bar]											
59	Run Voice Coverage Test	7/13/12	11/2/12	81 days	58	[Task bar]											
60	Cut-Over	11/5/12	12/31/12	41 days	59	[Task bar]											
61	Finalize	1/1/13	1/21/13	15 days	60	[Task bar]											

Exhibit E

PSEC Sixth Amendment

Supplement to Attachment CFG

Supplement to Attachment CFG

The effective date of this Supplement shall be determined as provided in the Sixth Amendment.

**A. The following modifications are made in Configuration—Section 1:
System Description—Voice Infrastructure:**

In ASTRO 25 and Simulcast Infrastructure, the following rows should be added to Table 3: Infrastructure and Associated Equipment:

Table 3: Infrastructure and Associated Equipment

Site Name	Site Type	Associated Equipment
Elsinore Peak, Redondo Mesa, El Cariso, Rancho Carrillo (Caspers Park)	SW Corner Cell Simulcast Remote Sites	Three (3) 700 MHz GTR8000 Base Radios, 16-Port 700 MHz Receiver Multicoupler, One 6-Channel 700 MHz Combiner, Two (2) 700 MHz Antennas (1 Tx, 1 Rx).

Note: The non-frequency dependent voice radio equipment provided for the original VHF Southwest Cell will be re-used for the 700 MHz Southwest Corner Cell (i.e., routers, MOSCAD RTU, microwave, etc.).

In VHF Trunking, the following text and table:

The Voice Radio System is designed to cover the entire County. VHF Trunking sites have been added to the contemplated design to fill in portions of Contour C to provide on-hip, outdoor portable coverage and to cover Contour D areas. The VHF portions of the Voice Radio System:

- ◆ Utilize the main System design as the foundation
- ◆ Utilizes VHF channels for more efficient coverage in remote areas
- ◆ Eight (8) VHF trunking sites are added to the main design
- ◆ A three (3) channel (four talkpaths), four (4) Site, trunking simulcast cell is added to the System

SITE/SUBSYSTEM	SITE NAME	NUMBER OF CHANNELS	AREA OF COVERAGE
SW VHF Simulcast Cell (4 Sites)	ELSINORE PEAK REDONDO MESA RANCHO CARRILLO EL CARISO	3	South west corner of the County occupied by National Forest land. The area borders with Orange County and San Diego County.

ASTRO 25 Trunked Repeater Sites (8 Sites)	BLACK JACK	3	Area North of Freeway 10 along Pallen Granite Mountain range.
	JOSHUA TREE	3	Joshua Tree National Park and Park – North entrance
	BLACK EAGLE	3	Area between Hwy 177 and the Joshua Tree National Park
	CHUCKWALLA	3	Naval Weapons Test Range – South East of Chuckwalla and South of Freeway 10 to the border of Imperial County
	BELLE	3	Main road in Joshua Tree National Park
	COTTONWOOD	3	South entrance into Joshua Tree National Park
	LOST HORSE	3	Area between the Joshua Tree and Belle sites along Park Blvd.
	SPRING HILL	3	Area East of the Salton Sea and South of Interstate 10

is replaced in its entirety by the following text and table:

The Voice Radio System is designed to cover the entire County. VHF Trunking sites have been added to the contemplated design to fill in portions of Contour C to provide on-hip, outdoor portable coverage and to cover Contour D areas. The VHF portions of the Voice Radio System:

- ◆ Utilize the main System design as the foundation
- ◆ Utilizes VHF channels for more efficient coverage in remote areas
- ◆ Five (5) VHF trunking sites are added to the main design

SITE/SUBSYSTEM	SITE NAME	NUMBER OF CHANNELS	AREA OF COVERAGE
ASTRO 25 Trunked Repeater Sites (5 Sites)	JOSHUA TREE	3	Joshua Tree National Park and Park – North entrance
	BLACK EAGLE	3	Area between Hwy 177 and the Joshua Tree National Park
	CHUCKWALLA	3	Naval Weapons Test Range – South East of Chuckwalla and South of Freeway 10 to the border of Imperial County
	BELLE	3	Main road in Joshua Tree National Park
	SPRING HILL	3	Area East of the Salton Sea and South of Interstate 10

In the subsection System Expansion under System Upgrades and Expansion Capabilities, beneath the paragraph heading Sites, the following:

The Sites may be comprised of a combination of ASTRO 25 Repeater Sites, High Performance Data (HPD) Sites, and Simulcast Subsystems/Cells. The maximum number of simulcast Subsystems in any single zone is 64, and the maximum number of HPD or ASTRO 25 Repeater Sites in a single zone is 100. The System will include twelve (12) 800 MHz and eight (8) VHF ASTRO 25 Repeater Sites, six (6) 800 MHz and one VHF simulcast Subsystems, and 27 HPD Sites, which results in a combined total of 54 RF Subsystems. Thus, the System retains 46% of the first zone's capability for supporting additional RF Subsystems, and the contemplated zone can be expanded in terms of RF Subsystems whether they are ASTRO 25 Repeater Sites, HPD Sites, or Simulcast cells. The System zone will accommodate up to 46 additional RF Subsystems. If other zones are added, the System can be expanded to include up to 600 additional RF Subsystems.

is replaced in its entirety by the following:

The Sites may be comprised of a combination of ASTRO 25 Repeater Sites, High Performance Data (HPD) Sites, and Simulcast Subsystems/Cells. The maximum number of simulcast Subsystems in any single zone is 64, and the maximum number of HPD or ASTRO 25 Repeater Sites in a single zone is 100. The System will include eleven (11) 700 MHz and five (5) VHF ASTRO 25 Repeater Sites, nine (9) 700 MHz simulcast Subsystems, and 27 HPD Sites, which results in a combined total of 52 RF Subsystems. Thus, the System retains 48% of the first zone's capability for supporting additional RF Subsystems, and the contemplated zone can be expanded in terms of RF Subsystems whether they are ASTRO 25 Repeater Sites, HPD Sites, or Simulcast cells. The System zone will accommodate up to 48 additional RF Subsystems. If other zones are added, the System can be expanded to include up to 600 additional RF Subsystems.

**B. The following modifications are made in Configuration—Section 2:
Aircraft Voice Description:**

In Architecture the bullet list beneath paragraph one the following:

- Six (6) 700/800 MHz simulcast Subsystems
- Twelve (12) 700/800 MHz ASTRO 25 Trunked Repeater Sites including a 700 MHz trunked repeater site at Santiago Peak primarily for aircraft use
- One VHF simulcast subsystem (cell)
- Eight VHF ASTRO 25 trunked repeater sites

is replaced in its entirety by the following:

- Nine (9) 700/800 MHz simulcast Subsystems

- Eleven (11) 700/800 MHz ASTRO 25 Trunked Repeater Sites including a 700 MHz trunked repeater site at Santiago Peak primarily for aircraft use
- Five (5) VHF ASTRO 25 trunked repeater sites

C. The following modifications are made in Configuration—Section 7: Coverage Maps

In Contour D – Coverage Maps, subsection Predicted Voice Coverage Area the following:

Of the 12 VHF sites in the system, 9 are new and 3 are co-located with the 700/800 MHz sites. The total of 700/800 and VHF physical sites is 66. These Sites are distributed as follows:

SITE/SUBSYSTEM	SITE NAME	NUMBER OF CHANNELS	AREA OF COVERAGE
VHF SW simulcast cell (4 Sites)	ELSINORE PEAK	3	Southwest corner of the County occupied by National Forest land. The area borders with Orange County and San Diego County.
	REDONDO MESA		
	RANCHO CARRILLO		
	EL CARISO		
ASTRO 25 Trunked Repeater Sites (8 Sites)	BLACK JACK	3	Area North of Freeway 10 along Pallen Granite Mountain range.
	JOSHUA TREE	3	Joshua Tree National Park and Park – North entrance
	BLACK EAGLE	3	Area between Hwy 177 and the Joshua Tree National Park
	CHUCKWALLA	3	Naval Weapons Test Range – South East of Chuckwalla and South of Freeway 10 to the border of Imperial County
	BELLE	3	Main road in Joshua Tree National Park
	COTTONWOOD	3	South entrance into Joshua Tree National Park
	LOST HORSE	3	Area between the Joshua Tree and Belle sites along Park Blvd.
	SPRING HILL	3	Area East of the Salton Sea and South of Interstate 10

is replaced in its entirety by the following:

Of the five VHF sites in the system, 4 are new and 1 is co-located with the 700/800 MHz sites. These Sites are distributed as follows:

SITE/SUBSYSTEM	SITE NAME	NUMBER OF CHANNELS	AREA OF COVERAGE
ASTRO 25 Trunked Repeater Sites (5 Sites)	JOSHUA TREE	3	Joshua Tree National Park and Park – North entrance
	BLACK EAGLE	3	Area between Hwy 177 and the Joshua Tree National Park
	CHUCKWALLA	3	Naval Weapons Test Range – South East of Chuckwalla and South of Freeway 10 to the border of Imperial County
	BELLE	3	Main road in Joshua Tree National Park
	SPRING HILL	3	Area East of the Salton Sea and South of Interstate 10

Exhibit F

PSEC Sixth Amendment

Supplement to Attachment MHZ

Exhibit F

Supplement to Attachment MHZ

The effective date of this Supplement shall be determined as provided in the Sixth Amendment.

A. The following modifications are made in Spectrum Services:

In VHF Channels the following:

Three pairs are proposed for each Site, with the exception of the proposed VHF southwest simulcast cell, which includes the Redondo Mesa site, Rancho Carrillo, El Cariso, and the Elsinore Peak Site. In that case, the same three pairs are proposed for all Sites.

is replaced in its entirety by the following:

Three pairs are proposed for each Site.

In VHF Channels the following:

In order to select channels and make this offer, VENDOR analyzed the signal strength of each Site. In the case of the southwest simulcast cell, the channels impact a larger geographic area and the coastal area.

is replaced in its entirety by the following:

In order to select channels and make this offer, VENDOR analyzed the signal strength of each Site.

In VHF Channels the following:

VENDOR warrants that at the time of execution of this agreement the frequencies that have been proposed for purchase by the County are available for licensing by the County. VENDOR shall make available these frequencies for the County's use for the life of the System if the County elects to choose them, subject to FCC approval of an assignment or sale of the frequencies to the County (which assignment or sale VENDOR shall support). The County would be given a license for operation of the frequencies at the proposed Sites, based upon a +5 dBu field strength limitation for the coastal areas with the exception of the southwest simulcast cell. Changes to these Sites require agreement not only from VENDOR, but also from the FCC.

is replaced in its entirety by the following:

VENDOR warrants that at the time of execution of this agreement the frequencies that have been proposed for purchase by the County are available for licensing by the County. VENDOR shall make available these frequencies for the County's use for the life of the System if the County elects to choose them, subject to FCC approval of an assignment or sale of the frequencies to the

County (which assignment or sale VENDOR shall support). The County would be given a license for operation of the frequencies at the proposed Sites, based upon a +5 dBu field strength limitation for the coastal areas. Changes to these Sites require agreement not only from VENDOR, but also from the FCC.

In Frequency Plan for VHF Channels the following table (Table 2: Simulcast Cell VHF Frequency Plan):

Simulcast Cell Channel Summary

El Cariso	Elsinore Peak	Rancho Carrillo	Redondo Mesa
7	7	7	7
5	5	5	5
3	3	3	3

Table 2: Simulcast Cell VHF Frequency Plan

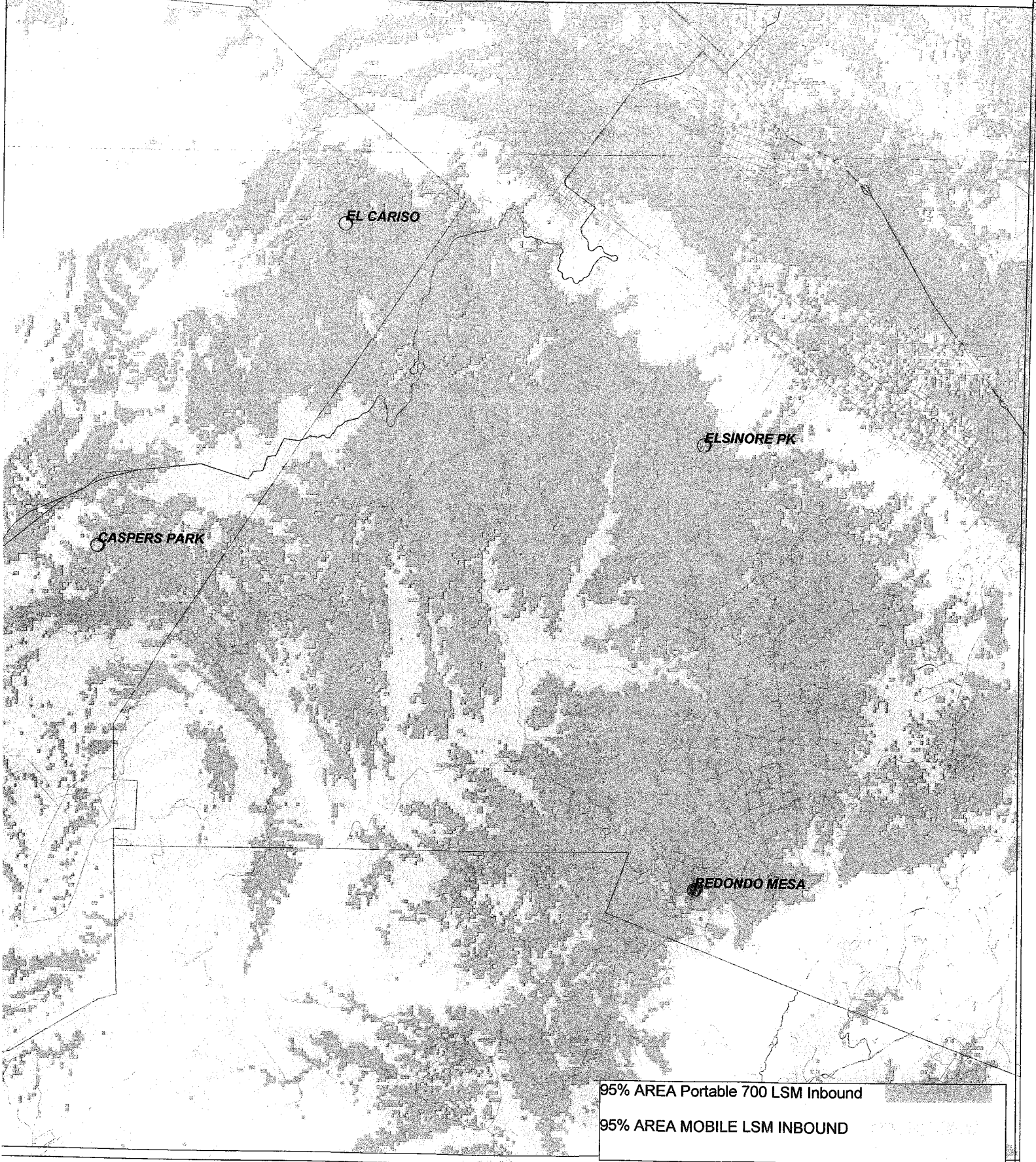
is deleted in its entirety.

Exhibit G

PSEC Sixth Amendment

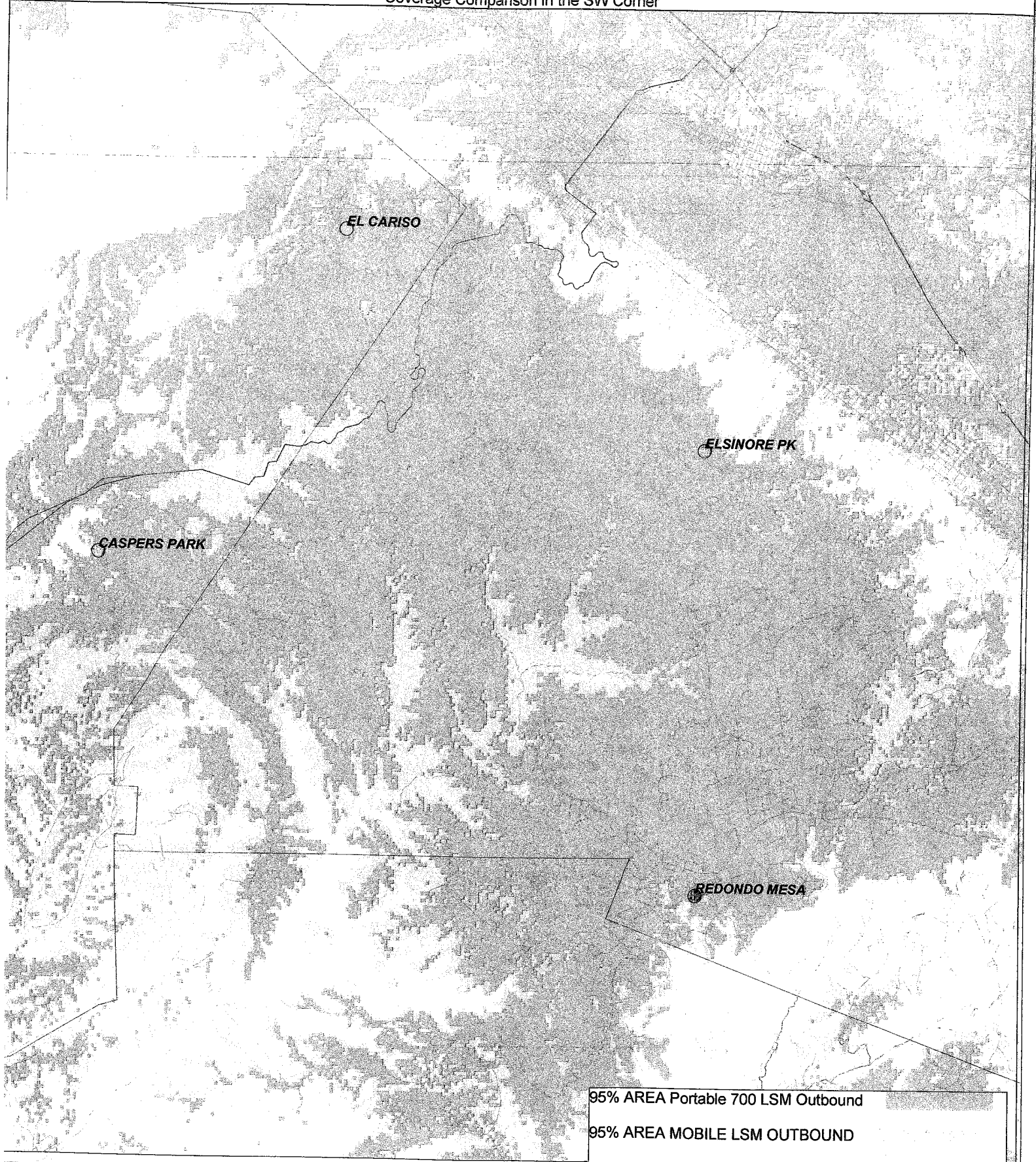
Annex III to Attachment SPC

Public Safety Enterprise Communication Project
Coverage Comparison in the SW Corner



0 1.97 3.95 mi
1 inch = 1.97 miles @ 1/125000
700 MHz portable on hip swivel case
700 MHz mobile

Public Safety Enterprise Communication Project
Coverage Comparison in the SW Corner



0 1.97 3.95 mi
1 inch = 1.97 miles @ 1/125000

700 MHz portable on hip swivel case
700 MHz mobile

95% AREA Portable 700 LSM Outbound
95% AREA MOBILE LSM OUTBOUND