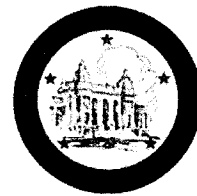


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.32
(ID # 11481)

MEETING DATE:

Tuesday, December 17, 2019

FROM: RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY - PUBLIC SAFETY ENTERPRISE COMMUNICATION (PSEC): Approve the First Amendment to the Communications System and Services Agreement with Motorola Solutions, Inc. (MSI), for Simulcast Cell Channels Addition and Critical Connect Equipment and Services, and the Motorola Equipment Lease Purchase Agreement for the Same, All Districts. [Total Cost \$2,783,703; Additional Compensation not to exceed \$150,000, RCIT PSEC Budget - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the First Amendment to the Communications System and Services Agreement (the "Agreement") with Motorola Solutions, Inc. (MSI) for two new Simulcast Cell Channels at 12 sites and Critical Connect Services for amount of \$2,443,426, and authorize the Chairman of the Board to sign three (3) copies of the Amendment on behalf of the County;
2. Approve Equipment Lease Purchase Agreement #24743 dated November 15, 2019 with Motorola Solutions, Inc for the aforementioned Simulcast Cell Channels Addition and Critical Connect Services, for an annual amount of \$250,003.59 for ten-years from December 17, 2019 to July 20, 2029, for a total amount of \$2,500,036, and authorize the Chairman of the Board to sign three (3) copies of the Equipment Lease Purchase Agreement on behalf of the County;

ACTION:Policy


Dave Rogers, Assistant County Executive Officer / CIO 12/17/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 17, 2019
xc: RCIT

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

3. Adopt Resolution No. 2019-249 authorizing the Chairman of the Board to sign the Certificate of Incumbency and any other related documents, including the escrow agreement, necessary to the consummation of the transaction contemplated by the aforementioned Equipment Lease Purchase Agreement, subject to approval as to form by County Counsel;
4. Authorize 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 exercise the options of the Agreement that have been added by the First Amendment, including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of \$150,000 for the total contract period; and
5. Direct the Clerk of the Board to retain one (1) copy of the First Amendment and Equipment Lease Purchase Agreement #24743, and return two (2) copies and one (1) copy of the Certificate of Incumbency to the Information Technology Department for distribution.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 250,004	\$ 2,783,703	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT PSEC Budget -100%			Budget Adjustment: No	
			For Fiscal Year: 19/20-29/30	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On 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.

The Board of Supervisors approved on December 17, 2013 (agenda item 3-47) the Motorola Software upgrade for annual ASTRO 25 system software enhancements and hardware upgrades. On November 6, 2018 (agenda item 3.24) was approved for the amendment to allow the County to continue receiving the upgrades and support for the County's Motorola Astro 25 radio system for a 10-year term locking flat-long term budgeting and \$1.5 M in savings over the ten years. Last year, on December 11, 2018, the Board approved the Communications System and Services Agreement (agenda item 3.33) to replace the existing MDR 8000 microwave system with the upgraded Motorola Solutions system.

Since going live, Banning, Corona, Murrieta and Riverside Police Departments (PD), Riverside Community College, University of Southern California and other agencies have joined

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

onto the PSEC system. Agencies including Beaumont, Indio, Cathedral city, Palm Springs, Desert Hot Springs, Murrieta Fire and Menifee have expressed earnest interest in joining the system and those discussions are underway. The PSEC staff performed system loading analysis in the areas with the greatest concentration of potential users with the intent of determining if the additional voice traffic will impact system performance and if radio cells have reached capacity and/or are at risk of reaching capacity by bringing on additional radio users. The loading analysis revealed that the San Jacinto simulcast cell will exceed capacity within the next year if the users from the agencies under consideration are added to the system. In order to maintain system performance as required by our users, it is necessary to add additional talk channels to the San Jacinto.

The PSEC system is based on the Project 25 public safety communication platform. All Counties adjacent to Riverside (Orange, Los Angeles, San Bernardino, San Diego) also utilize Project 25 communication systems for their Public safety needs. When responding to multijurisdictional events, communications between Public safety members from each County is severely limited. Critical Connect provides a gateway between each Counties communication system enabling seamless interoperability among the various agencies. Critical connect removes the audio degradation typical of attempts to patch these different systems together. A Riverside County first responder will be able to operate on a neighboring County's communication system while maintaining direct contact with his/her team and dispatch center.

RCIT is requesting to amend the existing Communications System and Services Agreement to expand the channel capacity of their existing San Jacinto simulcast cell and to enable Critical Connect service. The increase in capacity will add two additional channels at 12 remote sites, increasing the capacity of the San Jacinto simulcast cell to a total of 8 channels.

Impact on Residents and Businesses

Public safety agencies in Riverside County, rely on the PSEC system to provide communications for first responders and emergency management teams who serve and protect the community. The PSEC system provides critical countywide communication for these agencies. Increasing the system capacity will allow additional agencies within Riverside County to join the PSEC system thereby expanding critical interoperability among all agencies. There is no negative impact on residence and businesses with the approval of this agreement.

Additional Fiscal Information

The total purchase cost includes the equipment (\$2,159,759) and subscription services (\$283,667) for a total purchase cost of \$2,443,426. Total cost to be financed includes equipment cost of \$2,159,759 and finance interest of \$340,277 for a total lease cost of \$2,500,036. The total project cost includes the total purchase cost of \$2,443,426, finance interest (\$340,277), contingency (\$150,000) for a total cost of \$2,933,703.

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

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

comparable to other system upgrades that have been previously purchased.

MSI has offered to finance the expansion project for a ten-year period at 2.98% interest rate as an amendment to the previous equipment lease terms and conditions. Pricing is consistent with other Public Safety users of these systems. Initial lease payment is deferred until July 20, 2020.

ATTACHMENTS:

1. First Amendment to CSSA
2. Equipment Lease Purchase Agreement #24743
3. Opinion of Counsel
4. Incumbency Certificate
5. Resolution No. 2019-249
6. Equipment Lease Purchase Agreement Delivery and Acceptance Certificate


Teresa Summers, Director of Purchasing 12/11/2019


Venus Brambila 12/11/2019


Gregory F. Priamos, Director County Counsel 12/11/2019


Gregory F. Priamos, Director County Counsel 12/11/2019

RESOLUTION NO. 2019-249

A RESOLUTION OF THE COUNTY OF RIVERSIDE, CALIFORNIA AUTHORIZING THE EXECUTION AND DELIVERY OF THE EQUIPMENT LEASE-PURCHASE AGREEMENT DATED DECEMBER 17, 2019 AND SEPARATE LEASE SCHEDULES WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT AND SERVICES FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

At a duly called meeting of the Governing Board of the Lessee (as defined in the Agreement) held on December 17, 2019 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. A 24743 dated as of December 17, 2019 (the "Lease"), between COUNTY OF RIVERSIDE (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Lease, 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 Body hereby approves the entering into of Lease by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Lease on Lessee's behalf with 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.

Authorized Individual: Kevin Jeffries

BY:  SUSANNA N. OH
DATE 12/10/19

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

4 **Signature:** 

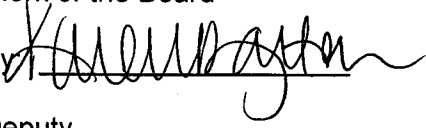
5 **Name: Kevin Jeffries**

6 **Title: Chairman, Board of Supervisors**

7
8 **ATTEST:**

9 **Kecia Harper**

10 **Clerk of the Board**

11 **By** 

12 **Deputy**

13
14 **ROLL CALL:**

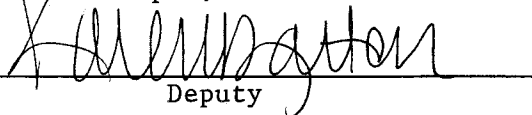
15 **Ayes:** Jeffries, Spiegel, Washington, Perez and Hewitt

16 **Nays:** None

17 **Absent:** None


18
19 **The foregoing is certified to be a true copy of a resolution duly
20 adopted by said Board of Supervisors on the date therein set forth.**

21
22 **Kecia R. Harper, Clerk of said Board**

23 **By** 
24 **Deputy**

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement #24743 dated December 17, 2019 by and between Motorola Solutions, Inc. and the County of Riverside ("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 California; (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; and (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.



Gregory P. Priamos, COUNTY COUNSEL for the County of Riverside
Deputy County Counsel Susanna Oh

THIS EVIDENCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS EVIDENCE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND ADDITIONAL INTEREST.

CSAC Excess Insurance Authority (CSAC EIA) C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C3686	COVERAGE AFFORDED BY: A - CSAC Excess Insurance Authority COVERAGE AFFORDED BY: B -
--	--

MEMBER RIVERSIDE COUNTY ATTN: RISK MANAGEMENT P.O. BOX 1210 RIVERSIDE, CA 92502-1210	TOWER NUMBER	MEMORANDUM NUMBER EIAPPR19-21		
	EFFECTIVE DATE (MM/DD/YYYY) 03/31/2019	EXPIRATION DATE (MM/DD/YYYY) 03/31/2020	CONT. UNTIL TERMINATED IF CHECKED <input type="checkbox"/>	
THIS REPLACES PRIOR EVIDENCE:				

PROPERTY INFORMATION
 LOCATION / DESCRIPTION
 AS RESPECTS EQUIPMENT LEASE-PURCHASE AGREEMENT NUMBER 24743 BETWEEN RIVERSIDE COUNTY AND MOTOROLA SOLUTIONS INC. FOR MOTOROLA EQUIPMENT, VALUED AT \$2,159,759.00.

 MOTOROLA SOLUTIONS, INC. ARE NAMED AS LOSS PAYEE AS THEIR INTEREST MAY APPEAR.

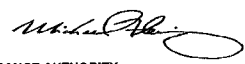
THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED ABOVE HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE
ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE, INCLUDING FLOOD.	\$25,000,000 PER OCC FOR ALL RISK AND ANN AGG FOR FLOOD
EARTHQUAKE IS EXCLUDED. EARTHQUAKE LIMIT IS NOT APPLICABLE. REPAIR OR REPLACEMENT COST VALUATION SUBJECT TO MEMORANDUM OF COVERAGE PROVISIONS VEHICLE/BUSES ARE SUBJECT TO ACTUAL CASH VALUE OR REPLACEMENT COST PER SCHEDULE ON FILE WITH THE AUTHORITY ALL LIMITS ARE SHARED.	\$25,000,000 PER OCC/ANN AGG FOR EARTHQUAKE

REMARKS (INCLUDING SPECIAL CONDITIONS)
DEDUCTIBLES:
 ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE (EXCLUDING FLOOD AND EARTHQUAKE): \$50,000 PER OCCURRENCE AS PER SCHEDULE ON FILE WITH THE AUTHORITY
 FLOOD: \$50,000 EXCEPT FOR CRITICAL FLOOD (LOCATIONS IN FEMA FLOOD ZONE A OR V) DEDUCTIBLE IS \$100,000

VEHICLES AND MOBILE EQUIPMENT: IF COVERAGE IS SCHEDULED AND PURCHASED, DEDUCTIBLE APPLIES PER SCHEDULE ON FILE WITH THE AUTHORITY.

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

ADDITIONAL INTEREST NAME AND ADDRESS MOTOROLA SOLUTIONS, INC. 500 WEST MONROE CHICAGO, IL 60661	NATURE OF INTEREST <input type="checkbox"/> MORTGAGEE <input checked="" type="checkbox"/> LOSS PAYEE <input type="checkbox"/> (OTHER)
AUTHORIZED REPRESENTATIVE  CSAC EXCESS INSURANCE AUTHORITY	

ENDORSEMENT NO. U-7
CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)
PROPERTY PROGRAM

LENDER'S LOSS PAYABLE ENDORSEMENT

It is understood and agreed by the Authority that:

1. **Loss** or damage, if any, under this Memorandum, shall be paid to the payee named in this Memorandum, its successors and assigns, hereinafter referred to as the **lender**, in whatever form or capacity its interests may appear and whether said interest be vested in said **lender** in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said **lender**.
2. The coverage under this Memorandum, or any rider or endorsement attached thereto, as to the interest only of the **lender**, its successors and assigns, shall not be invalidated nor suspended:
 - A. By any error, omission, or change respecting the ownership, description, possession, or location of the subject of the coverage or the interest therein, or the title thereto;
 - B. By the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this Memorandum by virtue of any mortgage or trust deed; or
 - C. By any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this Memorandum, including any and all riders now or hereafter attached thereto, by the **covered party**, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a **loss**, which under the provisions of this Memorandum of coverage or of any rider or endorsement attached thereto would invalidate or suspend the coverage as to the **covered party**, excluding any acts or omissions of the **lender** while exercising active control and management of the property.
3. In the event of failure of the **covered party** to pay any premium or additional premium which shall be or become due under the terms of this Memorandum or on account of any change in occupancy or increase in hazard not permitted by this Memorandum, the Authority agrees to give written notice to the **lender** of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the **lender** hereunder that the **lender** when so notified in writing by this Authority of the failure of the **covered party** to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Authority's demand in writing therefore. If the **lender** shall decline to pay said premium or additional premium, the rights of the **lender** under this lender's **loss payable** endorsement shall not be terminated before ten (10) days after receipt of said written notice by the **lender**.
4. Whenever this Authority shall pay to the **lender**, any sum for **loss** or damage under this Memorandum and shall claim that as to the **covered party** no liability therefore exists, this Memorandum, at its option, may pay to the **lender** the whole principal sum and interest and other indebtedness due or to become due from the **covered party**, whether secured or unsecured, (with refund of all interest not accrued), and this Authority, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other coverage upon the described property, the Authority shall be liable under this Memorandum as to the **lender** for the proportion of such **loss** or damage that the sum hereby covered bears to the entire coverage of similar character on said property under policies held by, payable to and expressly consented to by the **lender**. Any contribution clause included in any fallen building clause waiver or any extended coverage endorsement attached to this Memorandum is hereby nullified except contribution clauses for the compliance with which the **covered party** has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such contribution clause is made a part of the consideration for covering such other hazards. The **lender** upon the payment to it of the full amount of its claim, will subrogate this Authority (pro rata with all other insurers/coverage provides contributing to said payment) to all of the lender's rights of contribution under said other insurance of contribution under said other insurance.
6. Should legal title to and beneficial ownership of any of the property covered under this Memorandum become vested in the **lender** or its agents, coverage under this Memorandum shall continue for the term thereof for the benefit of the **lender** but, in such event, any privileges granted by this lender's **loss** payable endorsement which are not also granted the **covered party** under the terms and conditions of this Memorandum and/or under other riders or endorsements attached thereto shall not apply to the coverage. hereunder as respects such property.
7. All notices herein provided to be given by the Authority to the **lender** in connection with this Memorandum and this lender's **lender** payable endorsement shall be mailed to or delivered to the **lender** at its office or branch described on the first page of this Memorandum.

It is further agreed that nothing herein shall act to increase the Authority's **Limit of Liability**.


This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged

Effective Date:

Memorandum No.: EIAPPR19-21

Issue Date:

June 28, 2019


Authorized Representative
CSAC Excess Insurance Authority

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 24743
Lease Number:**

This Equipment Schedule dated as of December _____, 2019 between MOTOROLA SOLUTIONS, INC. ("Lessor") and COUNTY OF RIVERSIDE ("Lessee"), is a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24743** dated as of December _____, 2019, 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 Equipment List in Section 2 of the Proposal.
Equipment Location:	Refer to information as described in greater detail in Proposal

Initial Term: 115 Months

Commencement Date:

12/17/2019

First Payment Due Date:

7/1/2020

10 Annual Payments 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.

FIRST AMENDMENT TO COMMUNICATIONS

SYSTEM AND SERVICES AGREEMENT

(Lease)

THIS FIRST AMENDMENT TO COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT (Lease) ("Amendment") is entered into and effective this 17th day of December, 2019 ("Effective Date") by and between the County of Riverside ("Customer"), and Motorola Solutions, Inc. ("Motorola"), each of which may alternatively be referred to herein as a "Party" and collectively as the "Parties". All capitalized terms in this Amendment shall have the same meaning as in the Agreement (as defined below) unless otherwise stated herein.

RECITALS

WHEREAS, the Parties entered into that certain Communications System and Services Agreement (Lease) ("CSSA") dated December 11, 2018 ("Agreement") for the deployment of the Nokia Multi-Protocol Label Switching (MPLS) microwave network solution and related services for Customer's ASTRO 25 system;

WHEREAS, the Parties also entered into a Software Upgrade Agreement for related support and maintenance services, effective December 17, 2013 and last amended on November 6, 2018 to be extended through December 31, 2028; and

WHEREAS, the Parties now desire to amend the Agreement to expand the channel capacity of the existing ASTRO 25 700 MHz San Jacinto simulcast cell and to enable Critical Connect service, as set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto amend the Agreement as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. The Agreement is hereby amended to include the Critical Connect and Wave Addendum, a copy of which is attached hereto as Attachment 1.
3. The Agreement is hereby amended to include the goods and services set forth in the Motorola proposal to Riverside County for Simulcast Cell Channels Addition and Critical Connect dated 11/15/2019 ("Proposal"), a copy of which is attached hereto as Attachment 2.
4. All SUA services set forth in the Proposal will be provided pursuant to the terms and conditions of the System Upgrade Agreement between the County of Riverside and Motorola dated December 31, 2013, as amended.
5. Conflict/No Other Modifications. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and in full force and effect.

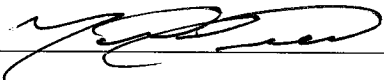
DEC 17 2019

3.32

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives as of the Effective Date. This Amendment may be executed in counterparts, all of which taken together shall constitute one instrument. Electronic or facsimile signatures are acceptable forms of execution of this Amendment and shall be binding on all Parties hereto.

Motorola Solutions, Inc.

Customer – County of Riverside

By: 

By: 

Name: Micah Applewhite

Name: Kevin Jeffries

Title: MSSSI Vice President

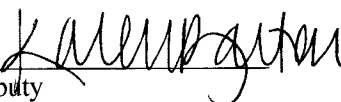
Title: Chairman, Board of Supervisors

Date: December 10, 2019

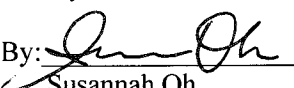
Date: DEC 17 2019

ATTEST:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susannah Oh,
Deputy County Counsel

ATTACHMENT 1

CRITICAL CONNECT AND WAVE ADDENDUM

The terms set herein in this addendum are applicable to the Critical Connect and WAVE service only.

1. SERVICE PAYMENT REQUIREMENTS

The subscription service term for the Critical Connect and WAVE service is three (3) years ("Term"). At the end of the Term, Customer has the option to renew for one additional renewal term of one to three (1-3) years by written amendment, unless terminated in accordance with the Agreement.

Customer will pre-pay for services on a monthly basis. Payment is due on the first of each month for subscription services to be provided that month. Customer may elect to pre-pay for the entire year of service if they choose.

If payment is not received within 30 days of invoice, Motorola Solutions reserves the right to deactivate service.

2. CANCELLATION FEES

If Customer terminates the Agreement prior to the end of a three year term, Customer will be obligated to pay a cancellation fee up to fifty percent (50%) of the remaining year(s) term at list price.

3. EQUIPMENT OWNERSHIP

Equipment installed on-premise through the setup fee is owned by Customer. As part of the subscription service, Motorola Solutions will require access to the necessary equipment to maintain service through software upgrades and provisioning.

4. SERVICE TIER UPGRADES AND DOWNGRADES

The Customer can upgrade the service to higher tiers or downgrade to a lower tier. Additionally, the Customer can stack multiple tiers together (additional setup fees may be required if upgrading to higher capacity levels). When the Customer performs a tier upgrade or downgrade, the service term will be reset and a new three (3) year Term will commence.

5. PORT RESTRICTIONS

The Motorola Solutions on-premise gateway utilizes an ISSI connection and port. This connection is to be used only by the Motorola Solutions on-premise gateway in accordance with this service. Use of this ISSI connection and port with any other non-approved gateway is a violation of this Agreement and will result in immediate charge of the ISSI CAPEX list price rate.

6. HARDWARE UPGRADES

Hosted hardware owned by Motorola Solutions for this service and as defined in the Scope of Work will be upgraded as needed to enable the Service.

7. CALEA

When connecting to carrier-integrated Mission Critical PTT solutions, carriers must follow CALEA requirements. Motorola Solutions carrier-integrated platforms are fully compliant with CALEA.

8. MAINTENANCE

Scheduled maintenance of the Critical Connect Solution will be performed periodically. Motorola Solutions will make commercially reasonable efforts to notify customers a week in advance. Unscheduled and emergency maintenance may be required from time to time. Motorola Solutions will make commercially reasonable efforts to notify customers of unscheduled or emergency maintenance 24 hours in advance.

ATTACHMENT 2
Motorola proposal to Riverside County for Simulcast Cell Channels Addition
and Critical Connect dated 11/15/2019



Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196
USA

Tel. + 1 847 576 5000
Fax + 1 847 538 6020

November 15, 2019

Mr. Gustavo Vazquez
The County of Riverside
7195 Alessandro Blvd
Riverside, CA 92506

Subject: Riverside County –Simulcast Cell Channel Addition and Critical Connect

Dear Mr. Vazquez:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the County of Riverside ("County") with quality communications equipment and services. The Motorola's project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value. To best meet the functional and operational specifications of this solicitation, Motorola's proposed solution includes a combination of hardware, software, and services.

Specifically, this solution is for the Channels Addition to San Jacinto Simulcast Cell and enabling of the Critical Connect service, and it provides:

- 2 Additional Channels at 12 Sites
- Radio user licenses for ERICA subscribers
- Dispatch Position licenses for ERICA Dispatch Consoles
- Critical Connect service for 3 years

This proposal is subject to the enclosed CSSA (Communications System and Services Agreement), and shall remain valid until December 26, 2019. Any SUA services will be provided pursuant to the terms and conditions of the System Upgrade Agreement between the County of Riverside and Motorola dated December 31, 2013. The County may accept the proposal by delivering to Motorola the signed CSSA or provide a purchase order referencing this proposal and stating that is it subject to this proposal.

Any questions can be directed to your Motorola Account Executive, Joseph Warner, at (312) 204-9300 or via email at joseph.warner@motorolasolutions.com.

We thank you for the opportunity to furnish the County with "best in class" solutions and we hope to strengthen our relationship by providing a firm offer for sale and implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,
Motorola Solutions, Inc.

Micah Applewhite
Territory Vice President

Riverside County
Simulcast Cell Channels Addition and Critical Connect

11/15/2019
Use or disclosure of this proposal is subject
to the restrictions on the cover page.



SECTION 1

SOLUTION DESCRIPTION

1.1 SOLUTION OVERVIEW

Motorola is pleased to provide the County with a proposal to expand the channel capacity of their existing ASTRO 25 700MHz San Jacinto simulcast cell and to enable Critical Connect service. More specifically, this proposal to the County will include:

- Addition of 2 channels to the San Jacinto cell which includes 12 remote sites (no Dynamic Dual Mode feature included in the new base radio as requested)
- Licenses for 25 consoles for ERICA
- 2,000 radio user licenses for ERICA.
- Critical Connect service for 3 years

Note: No integration of ERICA users, consoles, remote sites or backhaul is included in this proposal. The foreign agencies connecting to the County will need hardware and integration services quoted for their part of the Critical Connect feature. No backhaul integration is included to connect the foreign agency and the County.

1.2 SOLUTION DESIGN

1.2.1 Master Site

Motorola has included the following site licenses at the master site:

- 25 console licenses
- 2,000 radio user licenses
- 24 base radio TDMA licenses

1.2.2 Prime Site

The prime site located at Mt David will have one additional comparator for the additional channel added onto the San Jacinto simulcast cell.

The prime site located at Mt David will consist of the following equipment:

- Two GCM8000 Comparator
- Two TDMA Comparator Software

1.2.3 Remote Simulcast Sites

The San Jacinto simulcast cell current design includes 6 channels at 12 sites. This design will add 2 channels to each of the 12 remote simulcast sites, therefore, increasing the

capacity of the San Jacinto simulcast cell to a total of 8 channels. The San Jacinto remote simulcast sites are listed as follows:

1. Mt David
2. Marion Ridge
3. Banning
4. North Mountain
5. Perris
6. Homeland
7. Ranger Peak
8. Winchester
9. Brookside
10. Mead Valley
11. Timoteo
12. Leona

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

- Two GTR8000 base radio
- Two TDMA software
- One ESS rack (includes new combiner, transmit filter, receive multicoupler)
- Four of the ESS racks will include receive diversity. The sites with receive diversity are the following:
 - Mead Valley
 - North Mtn
 - Ranger Peak
 - Timoteo

The diagram below represents a preliminary configuration for each of the remote sites as proposed by Motorola. During the Design Review, Motorola will work with the County engineering to optimize and finalize the equipment migration from one to two GTR ESS racks.



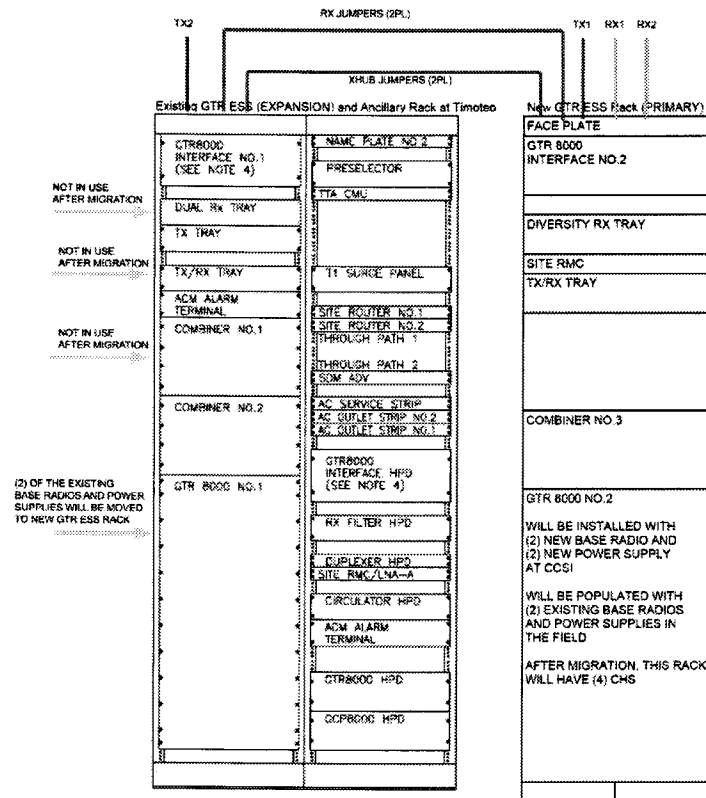


Figure 1-1: Typical Remote Site Configuration Diagram with Rx Diversity

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

The frequencies highlighted in red in Table 1-1 have been identified by the County to be used for the San Jacinto simulcast cell channel additions. One frequency pair will be implemented on combiner one and the second frequency pair will be integrated into combiner two. Motorola is not responsible for any frequency re-use interference if the new frequencies chosen are re-used in other sites.

TRANSMIT (MHZ)	RECEIVE (MHZ)
COMBINER NO. 1	
772.85625	802.85625
772.63125	802.63125
772.13125	802.13125
771.69375	801.69375
COMBINER NO. 2	
772.68125	802.68125
772.29375	802.29375
771.81875	801.81875
771.64375	801.64375

Table 1-1: San Jacinto Frequency Plan

1.3 DESIGN ASSUMPTIONS

- Sites to be provided by the County meet Motorola's R56 Site Readiness conditions.
- Grounding meets Motorola's R56 installation standards.
- Sufficient building and tower space exists at all the site locations.
- The County will provide adequate power to support the new equipment. The County is responsible to provide AC/DC power source at the top of the proposed rack location. No electrical work to extend the AC power from the panel to the rack is included in the proposed services.
- The County is responsible for any frequency license modifications, frequency acquisition, spectrum fingerprinting and FCC coordination.
- For Ethernet site links, the County is responsible for meeting the Motorola Ethernet requirements. Ethernet site links must meet the bandwidth, latency, jitter, packet loss, and tolerance to backhaul congestion in Motorola's specifications, in order to provide optimal performance of the system.
- No civil work or site upgrades are included in Motorola's proposal. Those are responsibility of the County.
- System acceptance testing is included.
- All work will be performed during standard working hours.
- No customer programming software (CPS), flash upgrades, and services to re-program subscribers for encryption have been included in this design.
- Motorola has not included any engineering services to create coverage maps or coverage guarantee in this proposal.
- There is no power systems included in this proposal. The County is responsible for providing power for the new stations.
- No spares have been included in this proposal.
- Motorola is not responsible for interference cause by implementing the channel expansion at the San Jacinto simulcast cell. If interference is experienced, Motorola will work with the County on a time and materials basis to identify and help mitigate harmful interference.
- The existing BDA system will require reconfiguration due to the addition of 1 channel in the San Jacinto simulcast cell. This activity will have to be performed by the County.



1.4 EQUIPMENT LIST

Motorola has included the below equipment in the main proposal:

LOCATION	TYPE	QTY	PART NO.	DESCRIPTION
MASTER SITE	LICENSES	1	SQM01SUM0273	MASTER SITE CONFIGURATION
MASTER SITE	LICENSES	1	CA02629AC	ADD: EXPAND 7.17 M CORE
MASTER SITE	LICENSES	24	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
MASTER SITE	LICENSES	5	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
MASTER SITE	LICENSES	4	UA00152AA	ADD:500 RADIO USER LICENSES
MASTER SITE	LICENSES	6	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
MASTER SITE	LICENSES	1	T8343	GSERIES SOFTWARE LICENSING
MASTER SITE	LICENSES	24	UA00400AA	ADD: GSERIES BR-P25 TRNK MS IP
MASTER SITE	LICENSES	2	UA00402AA	ADD: GSERIES CM-P25 TRNK IP
MT DAVID PRIME SITE	COMPARATOR	1	T7321	GCM 8000 COMPARATOR
MT DAVID PRIME SITE	COMPARATOR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
MT DAVID PRIME SITE	COMPARATOR	2	CA01183AA	GCM 8000 COMPARATOR
MT DAVID PRIME SITE	COMPARATOR	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
MT DAVID PRIME SITE	COMPARATOR	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
MT DAVID PRIME SITE	COMPARATOR	1	CA03111AA	ADD: CEC COMPLIANCE
MT DAVID PRIME SITE	COMPARATOR	2	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
MT DAVID PRIME SITE	COMPARATOR	1	X153AW	ADD: RACK MOUNT HARDWARE
MT DAVID REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
MT DAVID REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
MT DAVID REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
MT DAVID REM SITE	GTR	1	X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS
MT DAVID REM SITE	GTR	2	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
MT DAVID REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
MT DAVID REM SITE	GTR	2	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
MT DAVID REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
MT DAVID REM SITE	GTR	2	CA01842AA	ADD: P25 TDMA SOFTWARE
MT DAVID REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
MT DAVID REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
MT DAVID REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
MT DAVID REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
MT DAVID REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
MARION RIDGE REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
MARION RIDGE REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
MARION RIDGE REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
MARION RIDGE REM SITE	GTR	1	X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS
MARION RIDGE REM SITE	GTR	2	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
MARION RIDGE REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
MARION RIDGE REM SITE	GTR	2	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
MARION RIDGE REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
MARION RIDGE REM SITE	GTR	2	CA01842AA	ADD: P25 TDMA SOFTWARE
MARION RIDGE REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS



LOCATION	TYPE	QTY	PART NO.	DESCRIPTION
MARION RIDGE REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
MARION RIDGE REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
MARION RIDGE REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
MARION RIDGE REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
BANNING REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
BANNING REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
BANNING REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
BANNING REM SITE	GTR	1	X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS
BANNING REM SITE	GTR	2	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
BANNING REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
BANNING REM SITE	GTR	2	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
BANNING REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
BANNING REM SITE	GTR	2	CA01842AA	ADD: P25 TDMA SOFTWARE
BANNING REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
BANNING REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
BANNING REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
BANNING REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
BANNING REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
NORTH MTN REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
NORTH MTN REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
NORTH MTN REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
NORTH MTN REM SITE	GTR	1	X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS
NORTH MTN REM SITE	GTR	2	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
NORTH MTN REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
NORTH MTN REM SITE	GTR	2	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
NORTH MTN REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
NORTH MTN REM SITE	GTR	2	CA01842AA	ADD: P25 TDMA SOFTWARE
NORTH MTN REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
NORTH MTN REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
NORTH MTN REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
NORTH MTN REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
NORTH MTN REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
NORTH MTN REM SITE	GTR	1	CA01943AA	ADD: 2ND BRANCH DIVERSITY
PERRIS REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
PERRIS REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
PERRIS REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
PERRIS REM SITE	GTR	1	X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS
PERRIS REM SITE	GTR	2	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
PERRIS REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
PERRIS REM SITE	GTR	2	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
PERRIS REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
PERRIS REM SITE	GTR	2	CA01842AA	ADD: P25 TDMA SOFTWARE
PERRIS REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS



LOCATION	TYPE	QTY	PART NO.	DESCRIPTION
PERRIS REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
PERRIS REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
PERRIS REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
PERRIS REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
HOMELAND REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
HOMELAND REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
HOMELAND REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
HOMELAND REM SITE	GTR	1	X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS
HOMELAND REM SITE	GTR	2	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
HOMELAND REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
HOMELAND REM SITE	GTR	2	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
HOMELAND REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
HOMELAND REM SITE	GTR	2	CA01842AA	ADD: P25 TDMA SOFTWARE
HOMELAND REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
HOMELAND REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
HOMELAND REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
HOMELAND REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
HOMELAND REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
RANGER PK REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
RANGER PK REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
RANGER PK REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
RANGER PK REM SITE	GTR	1	X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS
RANGER PK REM SITE	GTR	2	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
RANGER PK REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
RANGER PK REM SITE	GTR	2	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
RANGER PK REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
RANGER PK REM SITE	GTR	2	CA01842AA	ADD: P25 TDMA SOFTWARE
RANGER PK REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
RANGER PK REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
RANGER PK REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
RANGER PK REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
RANGER PK REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
RANGER PK REM SITE	GTR	1	CA01943AA	ADD: 2ND BRANCH DIVERSITY
WINCHESTER REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
WINCHESTER REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
WINCHESTER REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
WINCHESTER REM SITE	GTR	1	X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS
WINCHESTER REM SITE	GTR	2	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
WINCHESTER REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
WINCHESTER REM SITE	GTR	2	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
WINCHESTER REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
WINCHESTER REM SITE	GTR	2	CA01842AA	ADD: P25 TDMA SOFTWARE
WINCHESTER REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS

LOCATION	TYPE	QTY	PART NO.	DESCRIPTION
WINCHESTER REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
WINCHESTER REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
WINCHESTER REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
WINCHESTER REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
BROOKSIDE REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
BROOKSIDE REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
BROOKSIDE REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
BROOKSIDE REM SITE	GTR	1	X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS
BROOKSIDE REM SITE	GTR	2	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
BROOKSIDE REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
BROOKSIDE REM SITE	GTR	2	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
BROOKSIDE REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
BROOKSIDE REM SITE	GTR	2	CA01842AA	ADD: P25 TDMA SOFTWARE
BROOKSIDE REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
BROOKSIDE REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
BROOKSIDE REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
BROOKSIDE REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
BROOKSIDE REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
MEAD VALLEY REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
MEAD VALLEY REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
MEAD VALLEY REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
MEAD VALLEY REM SITE	GTR	1	X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS
MEAD VALLEY REM SITE	GTR	2	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
MEAD VALLEY REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
MEAD VALLEY REM SITE	GTR	2	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
MEAD VALLEY REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
MEAD VALLEY REM SITE	GTR	2	CA01842AA	ADD: P25 TDMA SOFTWARE
MEAD VALLEY REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
MEAD VALLEY REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
MEAD VALLEY REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
MEAD VALLEY REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
MEAD VALLEY REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
MEAD VALLEY REM SITE	GTR	1	CA01943AA	ADD: 2ND BRANCH DIVERSITY
TIMOTELO REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
TIMOTELO REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
TIMOTELO REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
TIMOTELO REM SITE	GTR	1	X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS
TIMOTELO REM SITE	GTR	2	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
TIMOTELO REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
TIMOTELO REM SITE	GTR	2	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
TIMOTELO REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
TIMOTELO REM SITE	GTR	2	CA01842AA	ADD: P25 TDMA SOFTWARE
TIMOTELO REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS

LOCATION	TYPE	QTY	PART NO.	DESCRIPTION
TIMOTEO REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
TIMOTEO REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
TIMOTEO REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
TIMOTEO REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
TIMOTEO REM SITE	GTR	1	CA01943AA	ADD:2ND BRANCH DIVERSITY
LEONA REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
LEONA REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
LEONA REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
LEONA REM SITE	GTR	1	X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS
LEONA REM SITE	GTR	2	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
LEONA REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
LEONA REM SITE	GTR	2	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
LEONA REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
LEONA REM SITE	GTR	2	CA01842AA	ADD: P25 TDMA SOFTWARE
LEONA REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
LEONA REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
LEONA REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
LEONA REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
LEONA REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER

1.5 CRITICAL CONNECT

1.5.1 Solution Overview

Motorola's Critical Connect solution enables cloud-based interoperability between different networks, agencies, and application to eliminate barriers and unify communications. This real-time exchange of voice, data, video, messaging, location, and enhanced intelligence between inter-jurisdictional agencies leads to more detailed intelligence and more informed response, regardless of device or network.

The value of Critical Connect grows as more agencies connect, encouraging interagency cooperation through data sharing and system interoperability. For member agencies, the enhanced collaboration and increased efficiency available through Critical Connect reduce the distraction of managing a complex communication center and enable users to focus their attention and resources on critical operations.

The Critical Connect solution is centered on the following elements:

- **Ease of Use** – A single, secure ISSI connection provides standards-based interoperability, reducing both the cost and complexity of interoperable PTT communications. The cloud-based interface connects multiple agencies and locations to provide a unified operating picture.
- **Flexible & Scalable** – Allows users to quickly set up and scale connections from a directory of agencies and broadband PTT carriers. Interoperable connections are easy to maintain and can grow in terms of capacity, unique connections, features, and future services, allowing the solution to quickly evolve over time.



- **Versatility** – Supports multiple types of communications, such as ASTRO 25 to ASTRO 25 communications and ASTRO 25 to carrier-integrated broadband push-to-X (talk, messaging, and mapping).

Critical Connect grants users access to the following features to improve coordination and agency response:

- **Talkgroup Linking** – Administrators can link local and remote talkgroups to provide voice interoperability with enhanced capabilities like sharing of group IDs, user IDs, and emergency calls and alerts. Up to eight talkgroups can be linked per connection, and the type of talkgroups that can be linked include radio local and remote talkgroups, broadband PTT local, and remote talkgroups.
- **Manual Roaming** – Administrators can enable manual roaming by linking home and foreign talkgroups through the Critical Connect Portal using the talkgroup linking feature. Home radio users must be programmed and allowed in the foreign systems being visited.
- **Automatic Roaming** – Automatic Roaming enables a radio roaming into a foreign system to continue talking with its home talkgroup without having to change channels. There is no intervention required by an administrator in the Critical Connect Portal to enable this feature. This capability is only setup and configured during Critical Connect onboarding.
- **Architecture** – Critical Connect is hosted in highly-secured, geographically separated dual cloud datacenters. All traffic leaving a customer's premises is encrypted using AES-256.
- **Redundancy** – Critical Connect offers multiple levels of redundancy. At the cloud, by default we have in-data center redundancy in addition to geo-redundancy if a data center is lost. On the customer premises, optional multiple edge gateways provide redundancy for ASTRO DSR configurations. Agencies can choose to add additional backhaul redundancy through the use of multiple ISPs or MPLS providers.

1.5.1.1 Critical Connect Portal

Through the Critical Connect portal, users have access to a variety of management tools and capabilities, as well as a map of internal and external talkgroups—different types of talkgroups, such as ASTRO 25 radio and broadband, are supported. Users have the ability to remove or reject pre-approved talkgroups as necessary.

Through the Critical Connect portal, Motorola Solutions' Link Manager enables interoperability across broadband PTT talkgroups and LMR talkgroups, providing secure, web-based access to broadband talkgroups and LMR talkgroups that are part of an agency's configuration. Users can dynamically link one or more broadband and LMR talkgroups (up to eight talkgroups per connection or tile). The Critical Connect Portal also allows users to share a talkgroup outside of their agency to other agencies, using an "Invite-Approve-Reject" model in these situations. Talkgroups shared outside of an agency are viewed as external talkgroups. Agency administrators can create a talkgroup link across internal as well as external agency talkgroup

1.5.2 Solution Description

Motorola is proposing a Critical Connect package for a period of 3 years to meet County's specific capacity needs with up to 5 unique connections between the ASTRO 25 system and



carrier-integrated Mission Critical PTT or other ASTRO 25 systems, and up to 25 simultaneous talk paths.

Motorola has analyzed the current County radio system and determined that the below components are required in order to enable the Critical Connect service:

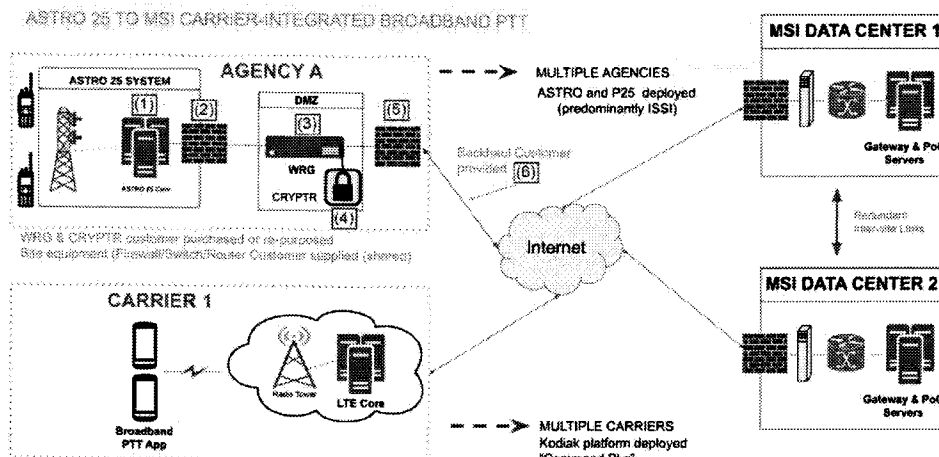


Figure 1-2: Critical Connect solution for Riverside County

1. **ISSI Gateway (ISGW)**

The County has VMS01 and VMS02 at ALS Master Site. It needs to be determined if the existing VMS01 has enough CPU and RAM resources to host the new ISGW. This required ISGW can also be hosted at a new VMS07.

2. **ISSI Firewall**

The County does not have any existing ISSI firewall. One new ISSI firewall will be included to provide network segmentation for ISGW.

3. **WAVE Radio Gateway (WRG)**

The County does not have any existing CEN enablement server. One new CEN enablement server will be included to host the new WRG.

4. **Cryptr**

The County uses AES encryption to secure their talkgroups. One new Cryptr will be included to process encrypted radio audio.

5. **Internetworking Firewall**

The County does not have any internet facing firewall. One new internetworking firewall will be included to provide network segmentation from the internet.

6. **Backhaul to the internet**

A dedicated/MPLS backhaul is required to connect the WRG to the internet and should be provided by the County.

1.5.2.1 Design Assumptions

Motorola has taken the below assumptions when designing the Critical Connect solution for the County:

- Motorola has included Critical Connect Package with 5 unique connections and 25 simultaneous talkpaths
- Motorola will reuse one of the existing VMs at the ALS master site to install the needed ISGW.
- Motorola has included new Enablement Server for the WAVE Radio Gateway (WRG), as well as new ISSI Firewall and Internet facing Firewall
- The provided solution is non-redundant
- The County will provide rack space and power for all the newly provided equipment as part of the deployment of the Critical Connect Service
- The County needs to provide a dedicated/MPLS backhaul to connect the WRG to the internet
- Services for end-user configuration and testing are not included. Subscriber configurations, talk group configurations, multi-zone mapping, interoperability configurations, etc. are County responsibilities

1.5.2.2 Equipment List

LOCATION	TYPE	QTY	PART NO.	DESCRIPTION
MASTER SITE	HARDWARE	1	SQM01SUM0284B	WAVE SERVER HARDWARE
MASTER SITE	HARDWARE	2	T8586	FORTINET FIREWALL APPLIANCE
MASTER SITE	HARDWARE	1	SQM01SUM0292	CRYPTR
MASTER SITE	HARDWARE	1	CA02066AA	AC Line Cord, North America
MASTER SITE	HARDWARE	1	CA02933AA	ADD: ASTRO AES 256, DES-OFB, ADP ENCRYPTION KIT
MASTER SITE	HARDWARE	1	CA02954AA	ADD: SECURE OPERATION
MASTER SITE	SOFTWARE	1	T8504	ISSI / CSSI 8000 CSA SERVER SW FOR 7.17
MASTER SITE	SUBSCRIPTION	1	SSV00S01291A	CRITICAL CONNECT BASIC SUBSCRIPTION – 3 YEAR
MASTER SITE	SUBSCRIPTION	1	LSV00S01306B	CRITICAL CONNECT ONSITE SERVICE – 3 YEAR

SECTION 2

IMPLEMENTATION PLAN

2.1 CHANNEL ADDITION – STATEMENT OF WORK

Motorola will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola	Riverside County
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		

Tasks	Motorola	Riverside County
Design Review		
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola's Standards and Guidelines for Communication Sites (R56)		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X



Tasks	Motorola	Riverside County
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola-provided equipment necessary for system based on equipment order.	X	
Deliverable: Equipment procured and ready for shipment.		
System Staging		
Ship all equipment needed for staging to Motorola's Customer Center for Solutions Integration (CCSi).	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
Equipment Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	X
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting	X	

Tasks	Motorola	Riverside County
audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.		
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment (if applicable).		X
Deliverable: Equipment installed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola determines that corrective action has been taken.	X	

Tasks	Motorola	Riverside County
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
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 items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	

Tasks	Motorola	Riverside County
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> - Site Block Diagrams. - Site Floor Plans. - Site Equipment Rack Configurations. - ATP Test Checklists. - Functional Acceptance Test Plan Test Sheets and Results. - Equipment Inventory List. - Maintenance Manuals (where applicable). - Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.2 CRITICAL CONNECT – STATEMENT OF WORK

This Statement of Work (SOW) describes the activities required in deploying an Enablement Server (also called Critical Connect WRG gateway) on ASTRO 25 customer premises along with the other relevant hardware supplied as part of this proposal, connecting Enablement Server to Critical Connect, and connecting Enablement Server to ISGW/ASTRO 25 Core.

2.2.1 Contract

2.2.1.1 Contract Award (Milestone)

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

2.2.1.2 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.
- Schedule the project kickoff meeting with the Customer.

Customer Responsibilities

- Assign a Project Manager as the single point of contact with authority to make project decisions.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria

- Both Motorola and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

2.2.2 Contract Document Review

2.2.2.1 Review Contract Document

Motorola Responsibilities

- Meet with the Customer project team.
- Review SOW, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Establish demarcation points supplied by the Motorola to define the connection points between the Customer ISGW (ASTRO 25 Core), Enablement Server (WRG) if not existing in Customer Enterprise Network (CEN) Motorola-supplied, and Critical Connect in Motorola's data center.
- Submit network topology and configuration to the Customer for approval.

Customer Responsibilities

- The Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Service Deployment Project Schedule.

Completion Criteria

- Agreement between Motorola and Customer on updates to contract documentation and update contract documentation, which may include updated SOW, Project Schedule, Network Topology, and Acceptance Test Plans.

2.2.3 Order Processing

2.2.3.1 Process Equipment List

Motorola Responsibilities

- Validate if Customer has Enablement Server on premises and available for WRG purpose for Interoperability services.
- Applicable if Enablement Server is not available on Customer Premises: Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- 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).

Completion Criteria

- Motorola will verify that the Equipment List contains the correct model numbers, version, options, and delivery data.

2.2.4 Install Enablement Server (WRG) Server Equipment

Motorola Responsibilities

- Motorola will be responsible for the installation of Enablement Server and associated network equipment where Enablement Server is not available for use for WRG.
- Will interface with the following network connections:
 - ISGW Gateway.
 - External Critical Connect.
- All equipment will be installed employing a standard of workmanship consistent with Motorola’s R56 installation standards and in compliance with applicable National Electrical Code (NEC) and EIA.
- Receive and inventory all equipment.
- Bond the supplied equipment to the site ground system in accordance with Motorola’s R56 standards.
- Motorola coordinates the receipt of the equipment with the Customer’s designated contact, and inventory all equipment.
- Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.
- Motorola will perform installation tasks on site as outlined in the Manual of Procedures (MOP).

Customer Responsibilities

The Customer agrees to provide rack space and power at the Customer site location as part of the deployment of the Critical Connect Service.

Rack & Power Requirements	QTY	R/U	Depth	Power	Plug
HP Server (WRG)	1	2	48"	15A/Unit	NEMA 5-15p
Firewall	1	1	TBC	TBC	TBC
CRYPTR	1	1	TBC	TBC	TBC

Additional Rack Unit space may be needed for accommodating MPLS site equipment for backhaul MPLS Internet service.

One more Firewall will be installed for the ISSI connection, likely in a rack in the RNI.

Additional Customer Responsibilities:

- Provide secure storage for the Motorola-provided equipment, at a location central to the site.
- Motorola coordinates the receipt of the equipment with the Customer’s designated contact, and inventory all equipment.
- Provide access to the sites, as necessary.
- Provide adequate electrical power in proper phase and voltage at sites.

- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.
- Provide site owners/managers with written notice to provide entry to sites identified for Motorola's personnel.
- Customer is responsible for providing backhaul service for connection between WRG and Motorola's Critical Connect in Motorola's Data Center. Minimum 4 Mbps bandwidth required.
- Customer is responsible for providing Broadband Devices with Broadband Service and ASTRO 25 Radios for Functional Acceptance Testing.
- Customer is responsible for assigning the Customer representative to witness system acceptance testing.

2.2.5 Motorola 24/7 Service Desk

Motorola Responsibilities

- 24/7 Service Desk will provide centralized remote telephone/email support to the County for Interoperability services related technical issues.
- Track and coordinate resolution of issues, and timely communication with all stakeholders (Customer AND Motorola's stakeholders).

2.3 IMPLEMENTATION ASSUMPTIONS

The implementation of the proposed solution is contingent upon the following assumptions.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- All existing sites or equipment locations will have sufficient building and tower space available for the system described.
- All existing sites or equipment locations will have adequate electrical power and site grounding suitable to support the requirements of the system described.
- County is responsible for providing open conduit space for Motorola to route and install CAT6, RF and grounding cables.
- Any site/location upgrades or modifications are the responsibility of County. All sites meet Motorola's R56 Site Readiness conditions.
- Where applicable, approved local, State, or Federal permits may be required for the installation and operation of the proposed equipment, and these are the responsibility of County.
- Where necessary, County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
- The County is responsible for transporting and disposal of existing/removed equipment (if applicable).
- The County is responsible for any required site links. For Ethernet site links, the County is responsible for meeting the Motorola Ethernet requirements. Ethernet site links must meet the bandwidth, latency, jitter, packet loss, and tolerance to backhaul congestion Motorola specifications in order to provide optimal performance of the system.



2.4 PROJECT SCHEDULE

A project specific schedule will be prepared by the assigned Motorola Project Manager during the Detailed Design Review, and then reviewed and approved by the County.

2.5 WARRANTY SERVICES

To maintain County's equipment, Motorola offers our standard commercial warranty as set forth in the terms and conditions of the CSSA provided with our proposal.

Motorola has also included SUA II pricing for the added equipment as part of the Channel Addition project. The equipment added as part of the Critical Connect project is not included in the SUA II scope.

2.6 ACCEPTANCE TEST PLAN

2.6.1 Channel Addition

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features and functions for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that County's solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities.

Motorola has provided a sample FATP on the following pages. A detailed FATP will be developed and finalized during the Design Review.

2.6.2 Critical Connect

The following functional testing will be performed after completing the on-site installation and setup of the Enablement Server, and necessary configuration for Broadband - ASTRO 25 and ASTRO 25 – ASTRO 25 Interoperability. The functional acceptance testing will include the following:

- Initiating PTT group call from Broadband device to ASTRO 25 Radio. The number of Broadband and ASTRO 25 Radios would be minimally three to four devices in a group to demonstrate successful initiation and completion of PTT group call.
- Initiating PTT group call from ASTRO 25 Radio to Broadband device. The number of Broadband and ASTRO 25 Radios would be minimally three to four devices in a group to demonstrate successful initiation and completion of PTT group call.
- Initiating PTT group call from ASTRO 25 Radio to ASTRO 25 Radio for inter-agency LMR - LMR interoperability calling. The number of ASTRO 25 Radios would be minimally three to four devices in a group to demonstrate successful initiation and completion of PTT group call.
- Conduct the test for initiating ASTRO 25 to ASTRO 25 agency call from both sides.

WIDE AREA TRUNKING FDMA/TDMA MIXED SITES

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

VERSION #1.040

2. TEST

- Step 1. Initiate a Wide Area Call with RADIO-1 in TALKGROUP 1.
- Step 2. Observe that only RADIO-2 will be able to monitor and respond to the call.
- Step 3. Initiate a Wide Area Call with RADIO-3 in TALKGROUP 2.
- Step 4. Observe that only RADIO-4 will be able to monitor and respond the call.

Pass ____ Fail ____



SYSTEM MANAGEMENT TESTS

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.

Pass _____ Fail _____

FAULT MANAGEMENT

Unified Event Manager - Base Views

1. DESCRIPTION

The Unified Event Manager (UEM) in its base configuration provides a number of views. The purpose of this test is to demonstrate the key views available from the UEM.

The Physical Summary and Detail View (Physical Map) and Service Summary and Detail View (Service Map) in previous releases are deprecated and are replaced by the Zone Map. Custom views can be saved and retrieved by other NM Client users.

SETUP

NMclient01 - UEM session up and running.

VERSION #1.010

2. TEST

- Step 1. Alarms View: In the navigation pane expand Fault Management and select Alarms. The view displays active alarms for managed resources, displaying impacted managed resources and specific objects on the managed resource along with selected alarm properties.
- Step 2. Alarm View Search: Customize the Active Alarms display by selecting the View option from the menu bar, then select Search. 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. For each of the three searches a filtered alarm view is displayed that contains alarms for the appropriate device in the search.
- Step 3. Network Events View: In the navigation pane expand Fault Management and select Network Events. The view displays recent events reported for managed resources, displaying impacted managed resources and specific object on the managed resource along with selected event properties. Alarming events are base for creating alarm objects.
- Step 4. Physical Summary View: In the navigation pane expand Zone Views and Physical, then select Physical Summary View. The Physical Summary View provides an aggregated alarm severity status of the devices located at all subnets in the Zone.
- Step 5. Service Summary View: In the navigation pane expand Zone Views and Service, then select Service Summary View. The Service Summary View provides a quick summary of the service status of sites in a Zone, including access to Channel status.
- Step 6. Zone Map: In the navigation pane, expand Zone Views and select Zone Map. The Zone Map view provides an aggregated alarm severity status of the devices located at discovered sites in the Zone.



Step 7. Network Database: In the navigation pane select Network Database. The Network Database displays a list of all discovered Managed Resources and Sites. The display includes properties of each resource as well as overall severity of all objects and/or sub resources

Pass _____ Fail _____

Fault Management

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. For SmartX sites you will need to look at event view to see cause of alarm.
- 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.

Pass ____ Fail ____



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: _____

SECTION 3

PRICING SUMMARY

Below is the pricing summary for equipment and services included in the proposal:

Description	Price (USD)
1. Channel Add	
Equipment	
Master Site Licenses	\$130,000
San Jacinto Cell Equipment	\$1,598,640
Equipment Discount (H-GAC Contract)	-\$311,805
One-Time Equipment Discount (to match LA County discount level)	-\$26,123
Equipment Total	\$1,390,712
Project Services	
Implementation Services	\$790,106
SUA II - 9 Years	\$114,767
Project Services Total	\$904,873
Channel Add Total	\$2,295,585
2. Critical Connect	
Equipment	
Critical Connect Equipment	\$28,525
Equipment Discount (H-GAC Contract)	-\$1,567
One-Time Equipment Discount (to match LA County discount level)	-\$396
Equipment Total	\$26,562
Project Services	
Implementation Services	\$148,390
Subscription Services - Year 1	\$84,450
Subscription Services - Year 2	\$84,450
Subscription Services - Year 3	\$84,450
Project Services Total	\$401,740
Critical Connect Total	\$428,302
System Discount for Item 1 Purchase Order by December 26, 2019	-\$332,860
Additional Discount for Items 1 & 2 Bundle Purchase Order by December 26, 2019	-\$54,000
Bundle Project Total (after all Discounts)	\$2,337,027
Estimated Tax on Equipment (8.75%)	\$106,399
Grand Project Total (after Discount and Tax)	\$2,443,426


SUA Pricing Breakdown

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total
\$11,297	\$11,636	\$11,985	\$12,344	\$12,715	\$13,096	\$13,489	\$13,894	\$14,311	\$114,767

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH
DATE: 12/11/19

CERTIFICATE OF INCUMBENCY

I, Kecia Harper (Signature of Clerk of the Board of the County of Riverside) do hereby certify that I am Clerk of the Board 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 EQUIPMENT LEASE-PURCHASE AGREEMENT #24743 dated December 17, 2019, between COUNTY OF RIVERSIDE and Motorola Solutions, Inc.

Name	Title	Signature
Kevin Jeffries	Chairman of the 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 the County of Riverside, hereto this 17 day of December, 2019.

By: Kecia R. Harper
(Signature of Clerk of the Board for the County of Riverside)

SEAL

DEC 17 2019 3:32

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 #24743 to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: December 13, 2019

Lease Schedule A Date: December 17, 2019

Equipment Lease Purchase Agreement No.: 24743

Lease Schedule A No. : 24743

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Refer to Equipment List in the Proposal.

LESSEE:

COUNTY OF RIVERSIDE

Date Accepted: 12/17/19

By: 
KEVIN JEFFRIES

ATTEST:

KECIA R. HARPER, Clerk

By: 
DEPUTY

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24743

LESSEE:

COUNTY OF RIVERSIDE
4080 Lemon Street
Riverside, CA 92501

LESSOR:

MOTOROLA SOLUTIONS, INC.
500 West Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option provided in Section 18 is exercised, this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to the terms and conditions contained in the Riverside County-San Jacinto Simulcast Cell Channel Addition Proposal dated November 8, 2019 (the "Proposal"), including the Communications System and Services Agreement contained therein (the "Contract"), covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). **LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH**

DEC 17 2019

3.32

LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees, to the extent not prohibited by law, that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it May be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding and Bond Commission requirements (as defined in the Code) where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments May become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions

to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease May be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a reasonably careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from the County of Riverside] the Equipment Location, as defined in Schedule A, without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which May now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment, while in the care of Lessee, is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee May self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests May appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with Lessee's obligations and responsibilities under this Lease, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return of the Equipment and the recovery of claims under insurance policies thereon. Nothing in this Lease shall be construed to limit any rights and remedies that may be available to Lessee under the Contract, or at law or in equity.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor May assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor May reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for thirty (30) days after Lessee's receipt of written notice of said failure; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within thirty (30) days after Lessee's receipt of written notice of said failure; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both, could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor. Nothing in this Lease shall be construed to limit any warranty provided by Lessor under the Contract and/or the Proposal.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party May provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The attached Evidence of Insurance, the Statement of Essential Use/Source of Funds, the Opinion of Counsel, the Certificate of Incumbency, and the Equipment Lease Purchase Agreement Delivery and Acceptance Certificate shall be verified and completed by relevant Lessee representatives separately. Lessor agrees to accept a written approval or minute order by Lessee's Board of Supervisors, in lieu of the attached form Lessee Resolution.


The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of December, 2019.

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

**LESSOR: MOTOROLA
SOLUTIONS, INC.**, a Delaware
corporation

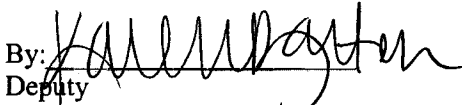
By: 
Kevin Jeffries, Chairman
Board of Supervisors

By: _____
Name: Uygur Gazioglu
Title: Treasurer


Dated: December 17, 2019

Dated: _____

ATTEST:
Kecia Harper-~~Hom~~
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh,
Deputy County Counsel

1.4 EQUIPMENT LIST

Motorola has included the below equipment in the main proposal:

LOCATION	TYPE	QTY	PART NO.	DESCRIPTION
MASTER SITE	LICENSES	1	SQM01SUM0273	MASTER SITE CONFIGURATION
MASTER SITE	LICENSES	1	CA02629AC	ADD: EXPAND 7.17 M CORE
MASTER SITE	LICENSES	12	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
MASTER SITE	LICENSES	5	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
MASTER SITE	LICENSES	4	UA00152AA	ADD:500 RADIO USER LICENSES
MASTER SITE	LICENSES	3	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
MASTER SITE	LICENSES	1	T8343	GSERIES SOFTWARE LICENSING
MASTER SITE	LICENSES	12	UA00400AA	ADD: GSERIES BR-P25 TRNK MS IP
MASTER SITE	LICENSES	1	UA00402AA	ADD: GSERIES CM-P25 TRNK IP
MT DAVID PRIME SITE	COMPARATOR	1	T7321	GCM 8000 COMPARATOR
MT DAVID PRIME SITE	COMPARATOR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
MT DAVID PRIME SITE	COMPARATOR	1	CA01183AA	GCM 8000 COMPARATOR
MT DAVID PRIME SITE	COMPARATOR	1	CA01185AA	ADD: IP BASED MULTISITE OPERATION
MT DAVID PRIME SITE	COMPARATOR	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
MT DAVID PRIME SITE	COMPARATOR	1	CA03111AA	ADD: CEC COMPLIANCE
MT DAVID PRIME SITE	COMPARATOR	1	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
MT DAVID PRIME SITE	COMPARATOR	1	X153AW	ADD: RACK MOUNT HARDWARE
MT DAVID REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
MT DAVID REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
MT DAVID REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
MT DAVID REM SITE	GTR	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
MT DAVID REM SITE	GTR	1	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
MT DAVID REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
MT DAVID REM SITE	GTR	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
MT DAVID REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
MT DAVID REM SITE	GTR	1	CA01842AA	ADD: P25 TDMA SOFTWARE
MT DAVID REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
MT DAVID REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
MT DAVID REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
MT DAVID REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
MT DAVID REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
MARION RIDGE REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
MARION RIDGE REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
MARION RIDGE REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
MARION RIDGE REM SITE	GTR	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
MARION RIDGE REM SITE	GTR	1	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
MARION RIDGE REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
MARION RIDGE REM SITE	GTR	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
MARION RIDGE REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
MARION RIDGE REM SITE	GTR	1	CA01842AA	ADD: P25 TDMA SOFTWARE
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LOCATION	TYPE	QTY	PART NO.	DESCRIPTION
MARION RIDGE REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
MARION RIDGE REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
MARION RIDGE REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
MARION RIDGE REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
BANNING REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
BANNING REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
BANNING REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
BANNING REM SITE	GTR	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
BANNING REM SITE	GTR	1	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
BANNING REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
BANNING REM SITE	GTR	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
BANNING REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
BANNING REM SITE	GTR	1	CA01842AA	ADD: P25 TDMA SOFTWARE
BANNING REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
BANNING REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
BANNING REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
BANNING REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
BANNING REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
NORTH MTN REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
NORTH MTN REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
NORTH MTN REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
NORTH MTN REM SITE	GTR	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
NORTH MTN REM SITE	GTR	1	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
NORTH MTN REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
NORTH MTN REM SITE	GTR	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
NORTH MTN REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
NORTH MTN REM SITE	GTR	1	CA01842AA	ADD: P25 TDMA SOFTWARE
NORTH MTN REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
NORTH MTN REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
NORTH MTN REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
NORTH MTN REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
NORTH MTN REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
NORTH MTN REM SITE	GTR	1	CA01943AA	ADD: 2ND BRANCH DIVERSITY
PERRIS REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
PERRIS REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
PERRIS REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
PERRIS REM SITE	GTR	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
PERRIS REM SITE	GTR	1	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
PERRIS REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
PERRIS REM SITE	GTR	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
PERRIS REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
PERRIS REM SITE	GTR	1	CA01842AA	ADD: P25 TDMA SOFTWARE
PERRIS REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS

LOCATION	TYPE	QTY	PART NO.	DESCRIPTION
PERRIS REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
PERRIS REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
PERRIS REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
PERRIS REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
HOMELAND REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
HOMELAND REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
HOMELAND REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
HOMELAND REM SITE	GTR	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
HOMELAND REM SITE	GTR	1	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
HOMELAND REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
HOMELAND REM SITE	GTR	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
HOMELAND REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
HOMELAND REM SITE	GTR	1	CA01842AA	ADD: P25 TDMA SOFTWARE
HOMELAND REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
HOMELAND REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
HOMELAND REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
HOMELAND REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
HOMELAND REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
RANGER PK REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
RANGER PK REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
RANGER PK REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
RANGER PK REM SITE	GTR	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
RANGER PK REM SITE	GTR	1	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
RANGER PK REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
RANGER PK REM SITE	GTR	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
RANGER PK REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
RANGER PK REM SITE	GTR	1	CA01842AA	ADD: P25 TDMA SOFTWARE
RANGER PK REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
RANGER PK REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
RANGER PK REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
RANGER PK REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
RANGER PK REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
RANGER PK REM SITE	GTR	1	CA01943AA	ADD: 2ND BRANCH DIVERSITY
WINCHESTER REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
WINCHESTER REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
WINCHESTER REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
WINCHESTER REM SITE	GTR	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
WINCHESTER REM SITE	GTR	1	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
WINCHESTER REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
WINCHESTER REM SITE	GTR	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
WINCHESTER REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
WINCHESTER REM SITE	GTR	1	CA01842AA	ADD: P25 TDMA SOFTWARE
WINCHESTER REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS

LOCATION	TYPE	QTY	PART NO.	DESCRIPTION
WINCHESTER REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
WINCHESTER REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
WINCHESTER REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
WINCHESTER REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
BROOKSIDE REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
BROOKSIDE REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
BROOKSIDE REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
BROOKSIDE REM SITE	GTR	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
BROOKSIDE REM SITE	GTR	1	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
BROOKSIDE REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
BROOKSIDE REM SITE	GTR	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
BROOKSIDE REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
BROOKSIDE REM SITE	GTR	1	CA01842AA	ADD: P25 TDMA SOFTWARE
BROOKSIDE REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
BROOKSIDE REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
BROOKSIDE REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
BROOKSIDE REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
BROOKSIDE REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
MEAD VALLEY REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
MEAD VALLEY REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
MEAD VALLEY REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
MEAD VALLEY REM SITE	GTR	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
MEAD VALLEY REM SITE	GTR	1	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
MEAD VALLEY REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
MEAD VALLEY REM SITE	GTR	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
MEAD VALLEY REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
MEAD VALLEY REM SITE	GTR	1	CA01842AA	ADD: P25 TDMA SOFTWARE
MEAD VALLEY REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
MEAD VALLEY REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
MEAD VALLEY REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
MEAD VALLEY REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
MEAD VALLEY REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
MEAD VALLEY REM SITE	GTR	1	CA01943AA	ADD: 2ND BRANCH DIVERSITY
TIMOTELO REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
TIMOTELO REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
TIMOTELO REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
TIMOTELO REM SITE	GTR	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
TIMOTELO REM SITE	GTR	1	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
TIMOTELO REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
TIMOTELO REM SITE	GTR	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
TIMOTELO REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
TIMOTELO REM SITE	GTR	1	CA01842AA	ADD: P25 TDMA SOFTWARE
TIMOTELO REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS



LOCATION	TYPE	QTY	PART NO.	DESCRIPTION
TIMOTEO REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
TIMOTEO REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
TIMOTEO REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
TIMOTEO REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
TIMOTEO REM SITE	GTR	1	CA01943AA	ADD:2ND BRANCH DIVERSITY
LEONA REM SITE	GTR	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
LEONA REM SITE	GTR	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
LEONA REM SITE	GTR	1	CA00855AA	ADD: 700/800 MHZ
LEONA REM SITE	GTR	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
LEONA REM SITE	GTR	1	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
LEONA REM SITE	GTR	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
LEONA REM SITE	GTR	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
LEONA REM SITE	GTR	1	CA03111AA	ADD: CEC COMPLIANCE
LEONA REM SITE	GTR	1	CA01842AA	ADD: P25 TDMA SOFTWARE
LEONA REM SITE	GTR	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
LEONA REM SITE	GTR	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
LEONA REM SITE	GTR	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
LEONA REM SITE	GTR	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
LEONA REM SITE	GTR	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER

County of Riverside (Schedule B Lease 24743)

Compound Period: Annual

Nominal Annual Rate: 2.980%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	12/17/2019	\$ 2,159,759.00	1		
2 Lease Payment	7/20/2020	\$ 250,003.59	10	Annual	7/20/2029

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	12/17/2019				\$ 2,159,759.00
1	7/20/2020	\$ 250,003.59	\$ 38,616.49	\$ 211,387.10	\$ 1,948,371.90
2	7/20/2021	\$ 250,003.59	\$ 58,061.48	\$ 191,942.11	\$ 1,756,429.79
3	7/20/2022	\$ 250,003.59	\$ 52,341.61	\$ 197,661.98	\$ 1,558,767.81
4	7/20/2023	\$ 250,003.59	\$ 46,451.28	\$ 203,552.31	\$ 1,355,215.50
5	7/20/2024	\$ 250,003.59	\$ 40,385.42	\$ 209,618.17	\$ 1,145,597.33
6	7/20/2025	\$ 250,003.59	\$ 34,138.80	\$ 215,864.79	\$ 929,732.54
7	7/20/2026	\$ 250,003.59	\$ 27,706.03	\$ 222,297.56	\$ 707,434.98
8	7/20/2027	\$ 250,003.59	\$ 21,081.56	\$ 228,922.03	\$ 478,512.95
9	7/20/2028	\$ 250,003.59	\$ 14,259.69	\$ 235,743.90	\$ 242,769.05
10	7/20/2029	\$ 250,003.59	\$ 7,234.54	\$ 242,769.05	\$ -
Grand Totals		\$ 2,500,035.90	\$ 340,276.90	\$ 2,159,759.00	

Schedule B Page 2.

INITIAL INSURANCE REQUIREMENT: \$2,159,759.00

Except as specifically provided in Section five of the Agreement, 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.