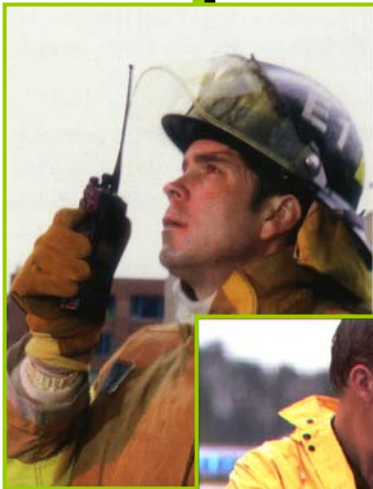


Orange County CCCS/Southwest Cell 800 MHz Westminster Simulcast Remote Site Addition

Orange County Sheriff-Coroner Department Communications



March 14, 2006

AMENDMENT No. 6

This document constitutes Amendment No. 6 to Agreement No. S0000015.95 between the County of Orange and Motorola, Inc. ("Agreement"). The Agreement, as amended by Amendments Numbers 1, 2, 3, 4, and 5 shall be referred to as Original Agreement.

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

Section 1 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Amendment. In resolving any ambiguities, the main body of this Amendment will take precedence over the Exhibits and any inconsistency between Exhibits A through C will be resolved in the order in which they are listed.

Exhibit A	Amendment No. 3 to Agreement No. S0000015.95 between County of Orange and Motorola, Inc.
Exhibit B	Dana Point Remote Simulcast Addition proposal dated March 14, 2006
Exhibit C	Westminster Simulcast Remote Site Addition proposal dated March 14, 2006

Section 2 Contractual Terms and Conditions

Except as stated herein, the terms and conditions of Amendment No. 3 to Agreement No. S0000015.95 Between County of Orange and Motorola, Inc. shall apply to this project.

Section 3 SCOPE OF AGREEMENT AND TERM

Motorola will provide, ship, install and test the System, and perform its other contractual responsibilities, all in accordance with this Amendment. Customer will perform its contractual responsibilities in accordance with this Amendment.

Section 4 CONTRACT PRICE, PAYMENT AND INVOICING

4.1. CONTRACT PRICE. The Contract Price in U.S. dollars is: \$2,055,116.26 for the Dana Point Remote Simulcast Site Addition and \$201,793.19 for the Westminster Simulcast Remote Site Addition.

4.2. INVOICING AND PAYMENT. Concerning the Dana Point project, Motorola will submit invoices to Customer according to the Payment Schedule included in this proposal. Concerning the Westminster project, Motorola will submit invoices to Customer upon shipment of the equipment or performance of the services. Customer will make payments to Motorola within 30 days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution.

Section 5 TITLE AND RISK OF LOSS

Title to the Equipment shall transfer to Customer upon delivery of the Equipment to the designated storage warehouse or storage area. Risk of loss for the Equipment shall transfer to Customer upon delivery of the Equipment to the Equipment's installation site.

Section 6. ABOVE-WARRANTY SERVICES

This provision concerns the Dana Point project.

In addition to the warranty described in Amendment 3, during the Warranty Period, Motorola will provide the services described in the Above-Warranty Services Statement of Work.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to Agreement for the purpose of expanding the coverage of the 800 MHz Countywide Coordinated Communications System, in the County of Orange, State of California.

Motorola, Inc.

By: _____

Name: _____

Title: _____

Date: _____

“COUNTY OF ORANGE”, a political
Subdivision of the State of California

By: _____

Date: _____

APPROVED AS TO FORM:

COUNTY COUNSEL

By: _____

Assistant County Counsel

Date: _____

Exhibit A

**Amendment No. 3 to Agreement No. S0000015.95
Between County of Orange and Motorola, Inc.**

**AMENDMENT NO. 3 TO AGREEMENT NO. S0000015.95
BETWEEN COUNTY OF ORANGE AND MOTOROLA, INC.**

This document constitutes Amendment No. 3 to Agreement No. S0000015.95 between the County of Orange and Motorola, Inc. ("Agreement"). The Agreement, as amended by Amendments Numbers 1 and 2, shall be referred to as the Original Agreement.

RECITALS

1. The Original Agreement continues to apply in full force and effect except as specifically changed here.
2. Article 7 of the Original Agreement provides a firm pricing schedule for the Equipment and Software listed on Exhibit C to the Original Agreement. The Equipment and Software listed on Exhibit C to the Original Agreement shall be referred to as the Original Products.
3. During the years after the Original Agreement was signed, Motorola has designed and brought to market new equipment and software that will work on the Orange County system (hereafter referred to as "Successor Products").
4. The intent of this Agreement is to provide the terms and conditions that will apply to the purchase of any Original Products and any Successor Products that are purchased after the date of this Amendment.
5. Nothing in this Amendment is intended to change any rights or obligations of either party concerning Equipment or Software that was purchased prior to the date of this Amendment.

The County of Orange and Motorola agree as follows:

TERMS

Section 1 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Amendment. In interpreting this Amendment and resolving any ambiguities, the main body of this Amendment will take precedence over the Exhibits.

Exhibit A Orange County Equipment Price Book

Exhibit H A revised version dated November 14, 2003 of Exhibit H to the Original Agreement

Section 2 DEFINITIONS

"Customer" means the County and all contract participants as defined in the Revised Exhibit H dated November 14, 2003. Exhibit H may be amended from time to time to add cities or other governmental agencies that desire to purchase Original or Successor Products for either primary or mutual aid use on the 800 MHz Countywide Coordinated Communications System.

"Effective Date" means that date upon which the last party to sign this Amendment has executed this Amendment.

"Equipment" means the hardware components of the Original and Successor Products purchased by Customer under this Amendment.

"Motorola Software" means Software that Motorola owns.

"Non-Motorola Software" means Software that a party other than Motorola owns.

"Original Products" means the Equipment and Software listed on Exhibit C to the Original Agreement.

"Price Book" means the Orange County Equipment Price Book (Exhibit A).

"Products" means both Original Products and Successor Products.

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

"Software" means the Motorola and Non-Motorola Software in object code format that is furnished with the Products.

"Software License Agreement" means the Revised Exhibit G to the Original Agreement, dated November 4, 1998.

"Successor Products" means the Equipment and Software that are listed in the Price Book, but are not listed on Exhibit C to the Original Agreement.

Section 3 TERMS OF AMENDMENT

3.1 TERMS OF PURCHASE. This Amendment shall apply only to purchases of Original Products and Successor Products that occur on or after the Effective Date. Nothing in this Amendment shall change any rights or obligations of either party concerning Products that were purchased prior to the Effective Date.

3.2 CONTROLLING TERMS AND CONDITIONS. The following terms and conditions shall control any purchases of Original Products or Successor Products purchased on or after the date of this Amendment.

3.3 CHANGE ORDERS. Either party may request changes within the general scope of this Amendment. Neither party is obligated to perform requested changes unless both parties execute a written change order.

3.4 TERM. Unless otherwise terminated in accordance with the provisions of this Amendment or extended by mutual agreement of the parties, the term of this

Amendment will begin on the Effective Date and shall continue until May 20, 2010. Any warranty in effect upon termination of the Agreement shall continue in effect through the applicable warranty period.

3.5 ADDITIONAL PRODUCTS. During the Term of this Amendment, Customer may order additional Products provided that the product is still being sold by Motorola. Each order must refer to Agreement S0000015.95 and this Amendment and must specify the pricing and delivery terms. The applicable provisions of this Amendment will govern the purchase and sale of the additional Products.

3.6 MAINTENANCE SERVICE. This Amendment does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

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

3.8 NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement or the Non-Motorola Software is an Original Product, in which case, the Software License Agreement applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement.

Section 4 PAYMENT REQUIREMENTS

4.1 TERMS OF PAYMENT. Motorola will submit to Customer invoices for Products when they are delivered. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Payments made by Customer shall not preclude the right of Customer from thereafter disputing any Products billed under this Amendment and shall not be construed as acceptance of any part of the Products.

4.2 FREIGHT, TITLE, AND RISK OF LOSS. All freight charges will be pre-paid by Motorola and added to the invoices. Title and risk of loss to the Products will pass to Customer upon delivery to Customer, except that title to Software will not pass to Customer at any time. Motorola will pack and ship all Products in accordance with good commercial practices.

4.3 INVOICING INSTRUCTIONS: As a condition of payment of any invoice, the Customer must receive an invoice in an acceptable format. Proper references must be made to the Original Agreement number, the Contractor's Federal I.D. number and the California seller's permit number, if applicable. In addition, sufficient itemization and/or description, including the serial numbers of any equipment items, must appear on the invoice. Dollar amounts, extensions and totals must be correct. When appropriate,

dollar amounts for taxes, freight or any other fees must be adequately described and itemized.

Section 5 PRICING

5.1. ORIGINAL PRODUCT. The pricing of the Original Products shall be controlled by Article 7 of the Original Agreement.

5.2 SUCCESSOR EQUIPMENT. The pricing of the Successor Equipment shall be controlled by the Price Book. With the exception of the XTS 5000 radios, the prices in the Price Book are a fixed discount off of the list price for specific categories of Products. The applicable list price shall be the list price in effect on the date of the order. However, Motorola will provide Customer with a 30 day grace period before any price change will take effect. Concerning the XTS 5000 radios, the fixed price in the Price Book shall be effective through and including December 31, 2005. After December 31, 2005, a new price for the XTS 5000 radios shall be determined by mutual agreement of the parties. A software release/authorization to flash XTS 5000 radios with Q4 2004 DTMF and multi-scan capabilities will be provided with each XTS 5000 purchased prior to the Q4 2004 release.

If a new product is added to the Price Book, Motorola reserves the right to establish a fixed discount for the new product. Any discount not meeting the category discount shall be by mutual agreement of the Parties with the approval of the Governance Committee.

Section 6 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1 EQUIPMENT WARRANTY. For one (1) year from the date of delivery, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. Motorola shall repair or replace equipment or parts during the warranty period. All parts and labor shall be included by Motorola at no charge. If a piece of equipment fails or operates at less than the manufacturer's designed specifications three times for the same or similar reason, within its warranty period, Motorola will replace the piece of equipment at Customer's request.

7.2 EQUIPMENT COMPATABILITY. New equipment and accessories must operate in a manner consistent with equipment purchased under the original Agreement and meet the customized requirements of the 800 MHz CCCS, unless specifically noted in the front of the Price Book.

7.3. SOFTWARE WARRANTY. For one (1) year from the date of delivery, Motorola warrants the Software licensed pursuant to the Software License Agreement in

accordance with Sections 19.2 and 19.3 of the Original Agreement. Concerning Non-Motorola Software that is not licensed pursuant to the Software License Agreement, Motorola will pass through to Customer the manufacturer's software warranty.

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

7.5 WARRANTY CLAIMS. Motorola will, at no additional charge to Customer, repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software upon verbal notification by Customer. Such action will be the full extent of Motorola's liability hereunder. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

7.6 PARTS AVAILABILITY. Concerning Original Products, Section 19.5 of the Original Agreement will apply. Concerning the Successor Products, the following will apply:

Motorola will use best commercially reasonable efforts to provide replacement parts for Motorola manufactured subscriber equipment for seven (7) years and for Motorola manufactured fixed infrastructure equipment for ten (10) years, both from the date of last manufacture. Motorola reserves the right to supply either assemblies or piece parts.

7.7 THIRD PARTY WARRANTY. Motorola will pass through to Customer any third party warranties that exceed the Motorola warranty provided in this Amendment. Motorola will not assume any obligations concerning the pass-through third party warranties.

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

7.9 DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS

OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 8 CONFLICTS OF INTEREST

Motorola shall comply with Article 38 of the Original Agreement concerning conflicts of interest.

Section 9 DELAYS / FORCE MAJEURE

Article 17 of the Original Agreement shall control delays and Force Majeure.

Section 10 DISPUTES

Article 43 of the Original Agreement shall control disputes.

Section 11 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

Articles 26 and 27 of the Original Agreement shall control patent and copyright infringement indemnification.

Section 12 LIMITATION OF LIABILITY

This limitation of liability provision shall apply to the purchase of any original or successor products under this Amendment after the effective date. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Products with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, Time, DATA, GOOD WILL, REVENUES, profits or savings; or other SPECIAL, incidental, INDIRECT, OR consequential damages IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement.

Section 13 PROPRIETARY RIGHTS

13.1 PROPRIETARY RIGHTS OF EQUIPMENT AND SOFTWARE. Motorola owns and retains all of its Proprietary Rights in the Equipment and Software. The third party manufacturer of any Equipment and the copyright owner of any Non-Motorola Software own and retain all of their Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola, any copyright owner of Non-Motorola Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property.

13.2 SOFTWARE LICENSE. Except as explicitly provided in the Software License Agreement, including section 2.2 of the Original Agreement which allows customer to reproduce all of the Motorola generated 800 MHz system software, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Concerning both the Motorola Software and the Non-Motorola Software, Customer agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so.

Section 14 GENERAL

14.1 TAXES. The Contract Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on Motorola's income or net worth), all of which will be paid by Customer except as exempt by law. If Motorola is required to pay or bear the burden of any such taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of such taxes (including any applicable interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes.

14.2 ASSIGNABILITY. Neither party may assign this Agreement without the prior written consent of the other party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer.

SUBCONTRACTING. Article 37 of the Original Agreement shall control subcontracting.

WAIVER. Article 40 of the Original Agreement shall control waiver.

VALIDITY. Article 52 of the Original Agreement shall control validity.

14.6 INDEPENDENT CONTRACTORS. Article 36 of the Original Agreement shall control regarding the status of Motorola as an independent contractor.

14.7 GOVERNING LAW. Article 49 of the Original Agreement shall control the choice of law and forum.

14.8 ENTIRE AGREEMENT. This Amendment, including all Exhibits, constitutes Amendment No. 3 to the Original Agreement S0000015.95. The Amendment constitutes the entire agreement of the parties regarding the purchases of Original Products and Successor Products that occur on or after the Effective Date. This Amendment may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Amendment, even if a representative of each party signs such document.

14.9 NOTICES. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an

asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

Customer
Attn: Joseph W. Robben, Director
OCSD/Communications Division
840 N. Eckhoff St., Suite 104
Orange, CA 92868-1021
fax: (714) 704-7902

Motorola, Inc.
Attn:
Contracts and Compliance
6450 Sequence Drive
San Diego, CA 92121
fax: 858 404-2594

14.10 FCC LICENSES. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

14.11 INDEMNITY. Motorola agrees to indemnify Customer in accordance with Article 34 of the Original Agreement.

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

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

Motorola, Inc.

By: [Signature]
Name: Robert Schessler
Title: MCEI VP & Director
Date: 12/10/03

Customer

By: [Signature]
Name: Jane Reyes
Title: Assistant Director, Financial Admin.
Date: 12-16-03

REVIEWED AND APPROVED
AS TO FORM
[Signature] 12-10-03
DAVID LITTLE DATE
MOTOROLA
CONTRACTS AND COMPLIANCE DEPT.

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

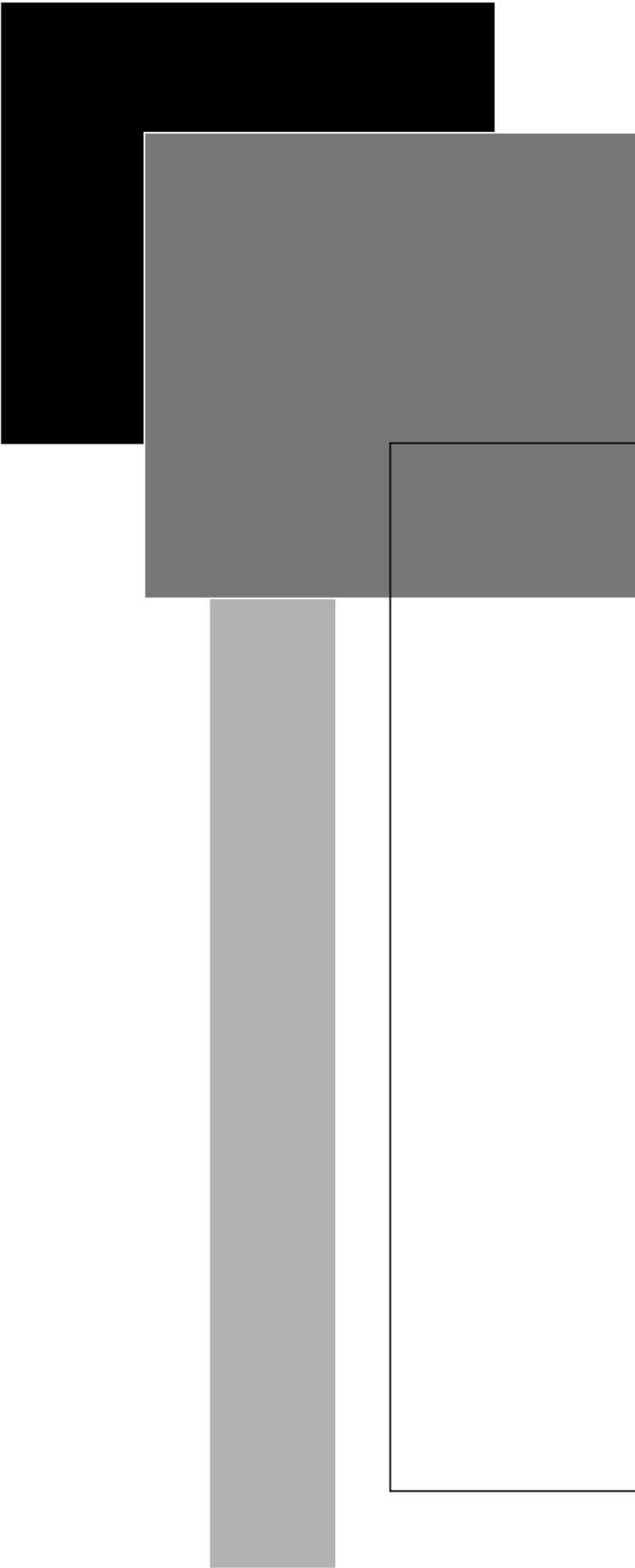
By: [Signature]
Date: 12-2-03

EXHIBIT B

Dana Point Remote Simulcast Addition proposal dated March 14, 2006

Exhibit C

Westminster Simulcast Remote Site Addition proposal dated March 14, 2006



*Equipment List and
Pricing*

EQUIPMENT LIST AND PRICING

Project Total	
Equipment	\$162,477.50
Code Plugs and Code Plug Installation	\$12,700.00
QUANTAR/Controller SZ3.0 Downgrade	\$12,440.00
Freight	\$1,583.68
Tax	\$12,592.01
Total	\$201,793.19

Due to the system not being staged and Motorola not providing implementation services, Orange County is responsible for integrating the equipment to be a functional site within the SmartZone system. Therefore, Orange County is responsible for custom cables, labeling, interfacing, drawings, documentation, etc.

EQUIPMENT LIST

Qty	Model Number	Description	Unit Price	Total Price
System				
		Manual Entries		
1	SW056A	CODE OPERATED DATA SWITCH	\$ 1,745.00	\$ 1,745.00
1	DQRM056	COS-16 MASTER RACKMOUNT	\$ 82.50	\$ 82.50
		Westminster - Housings & Housing Accessories		
1	TRN7343	SEVEN AND A HALF FOOT RACK	\$ 558.00	\$ 558.00
1	TRN7343	SEVEN AND A HALF FOOT RACK	\$ 558.00	\$ 558.00
1	TRN7343	SEVEN AND A HALF FOOT RACK	\$ 558.00	\$ 558.00
1	TRN7343	SEVEN AND A HALF FOOT RACK	\$ 558.00	\$ 558.00
8	TTN5028A	HDW RACKMNT QUANTAR STDALONE	\$ 48.50	\$ 388.00
Site-2				
		Site-2 - Manual Entries		
1	DQMPPCXZXH4	PNL MPP 24 PT RJ50-PNP 1.75X19 (DSM INTERFACE)	\$ 840.00	\$ 840.00
1	DQMPPCXZXH2	PNL MPP 24 PORT 3 CONN (T1 INTERFACE)	\$ 606.00	\$ 606.00
		Site-2 - Site Accessories		
1	DS58104	SWITCH MODULE A B ONLY	\$ 413.00	\$ 413.00
2	DSPREM816460	4 PORT 4W DSM CARD	\$ 8,550.00	\$ 17,100.00
Site-1				
		Site-1 - Controller1		
1	SQM01SUM0067	MTC 3600 SZ RESC	\$ 28,400.00	\$ 28,400.00
1	D391AO	ADD: 7 CHANNELS (14 CH CTY)	\$ 7,600.00	\$ 7,600.00
1	D179CE	ADD: MTC 3600 SIMUL REM SPARES	\$ 7,940.00	\$ 7,940.00
1	ZA00323AB	ADD: REDUNDANT 48 VDC POWER SUPPLY	\$ 1,830.00	\$ 1,830.00
1	X113AG	ALT: 48 VDC POWER SUPPLY	\$ -	\$ -
1	D396AH	ADD: OPERATIONS/SERVICE MANUAL	\$ 940.00	\$ 940.00
1	D396AP	ADD: MANUAL, MTC 3600 SMARTZONE	\$ 339.00	\$ 339.00

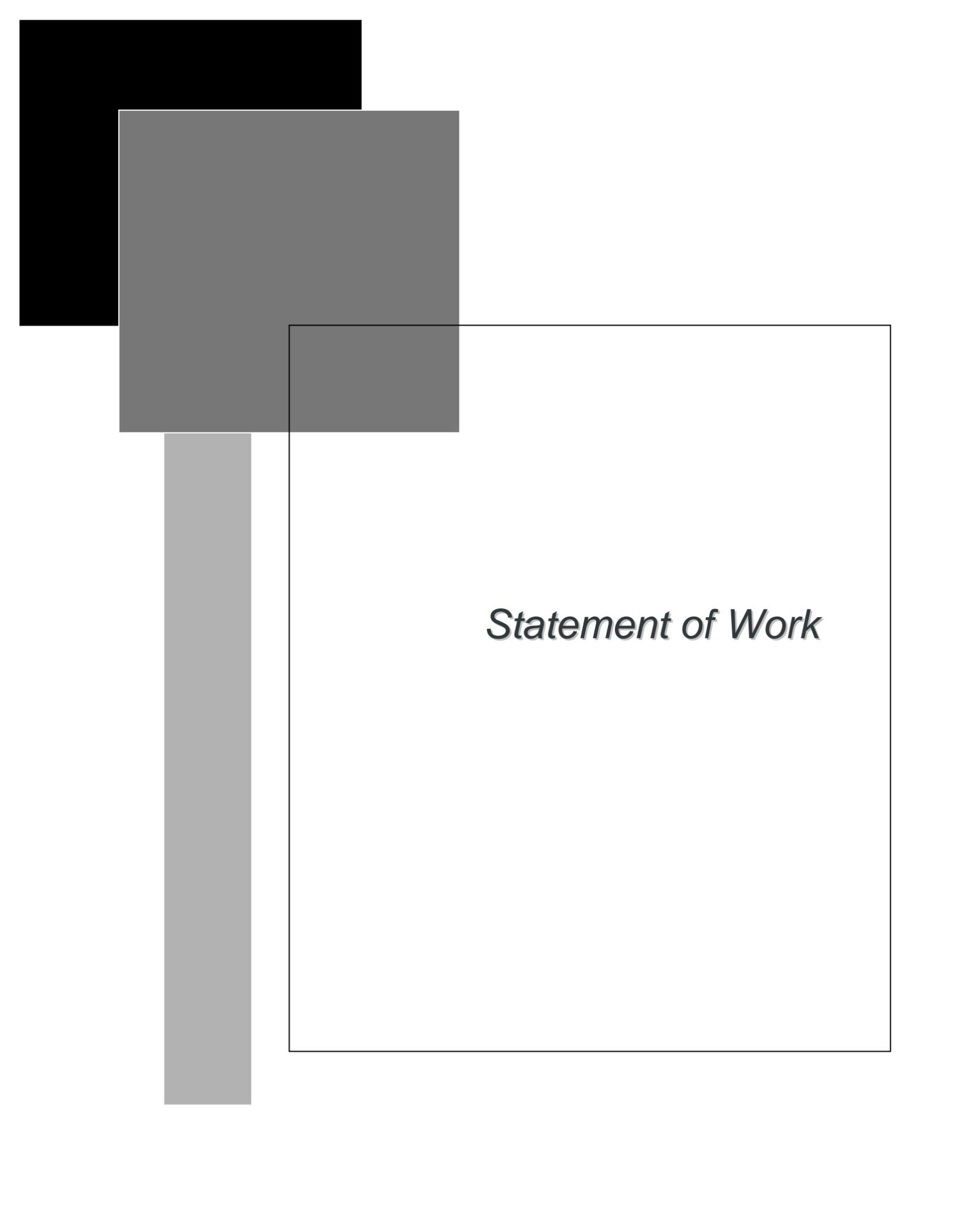
Qty	Model Number	Description	Unit Price	Total Price
		SIMULCAST		
		Site-1 - Repeater1		
1	T5365	QUANTAR/QUANTRO FAMILY MODEL	\$ 3,936.24	\$ 3,936.24
1	X750	ADD: 800 MHZ BAND RX 806-825 MHZ/TX 851-870 MHZ, 100-20 WATTS	\$ 3,667.86	\$ 3,667.86
1	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR	\$ 702.90	\$ 702.90
1	X87	DEL: CABINET	\$ (125.00)	\$ (125.00)
1	X432	ADD: MANUAL, SERVICE	\$ 200.00	\$ 200.00
1	X889	ADD: ASTRO W/L INTFC V.24	\$ 319.00	\$ 319.00
1	X888	ADD: GPS SIMULCAST	\$ 639.00	\$ 639.00
		Site-1 - Repeater2		
1	T5365	QUANTAR/QUANTRO FAMILY MODEL	\$ 3,936.24	\$ 3,936.24
1	X750	ADD: 800 MHZ BAND RX 806-825 MHZ/TX 851-870 MHZ, 100-20 WATTS	\$ 3,667.86	\$ 3,667.86
1	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR	\$ 702.90	\$ 702.90
1	X87	DEL: CABINET	\$ (125.00)	\$ (125.00)
1	X287	DEL: FUNCTIONAL MANUAL	\$ (50.00)	\$ (50.00)
1	X889	ADD: ASTRO W/L INTFC V.24	\$ 319.00	\$ 319.00
1	X888	ADD: GPS SIMULCAST	\$ 639.00	\$ 639.00
		Site-1 - Repeater3		
1	T5365	QUANTAR/QUANTRO FAMILY MODEL	\$ 3,936.24	\$ 3,936.24
1	X750	ADD: 800 MHZ BAND RX 806-825 MHZ/TX 851-870 MHZ, 100-20 WATTS	\$ 3,667.86	\$ 3,667.86
1	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR	\$ 702.90	\$ 702.90
1	X87	DEL: CABINET	\$ (125.00)	\$ (125.00)
1	X287	DEL: FUNCTIONAL MANUAL	\$ (50.00)	\$ (50.00)
1	X889	ADD: ASTRO W/L INTFC V.24	\$ 319.00	\$ 319.00
1	X888	ADD: GPS SIMULCAST	\$ 639.00	\$ 639.00
		Site-1 - Repeater4		
1	T5365	QUANTAR/QUANTRO FAMILY MODEL	\$ 3,936.24	\$ 3,936.24
1	X750	ADD: 800 MHZ BAND RX 806-825 MHZ/TX 851-870 MHZ, 100-20 WATTS	\$ 3,667.86	\$ 3,667.86

Qty	Model Number	Description	Unit Price	Total Price
1	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR	\$ 702.90	\$ 702.90
1	X87	DEL: CABINET	\$ (125.00)	\$ (125.00)
1	X287	DEL: FUNCTIONAL MANUAL	\$ (50.00)	\$ (50.00)
1	X889	ADD: ASTRO W/L INTFC V.24	\$ 319.00	\$ 319.00
1	X888	ADD: GPS SIMULCAST	\$ 639.00	\$ 639.00
		Site-1 - Repeater5		
1	T5365	QUANTAR/QUANTRO FAMILY MODEL	\$ 3,936.24	\$ 3,936.24
1	X750	ADD: 800 MHZ BAND RX 806-825 MHZ/TX 851-870 MHZ, 100-20 WATTS	\$ 3,667.86	\$ 3,667.86
1	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR	\$ 702.90	\$ 702.90
1	X87	DEL: CABINET	\$ (125.00)	\$ (125.00)
1	X287	DEL: FUNCTIONAL MANUAL	\$ (50.00)	\$ (50.00)
1	U752	ADD: POWER CORD, 12 FT AC, QTAR	\$ 50.00	\$ 50.00
1	X889	ADD: ASTRO W/L INTFC V.24	\$ 319.00	\$ 319.00
1	X888	ADD: GPS SIMULCAST	\$ 639.00	\$ 639.00
		Site-1 - Repeater6		
1	T5365	QUANTAR/QUANTRO FAMILY MODEL	\$ 3,936.24	\$ 3,936.24
1	X750	ADD: 800 MHZ BAND RX 806-825 MHZ/TX 851-870 MHZ, 100-20 WATTS	\$ 3,667.86	\$ 3,667.86
1	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR	\$ 702.90	\$ 702.90
1	X87	DEL: CABINET	\$ (125.00)	\$ (125.00)
1	X287	DEL: FUNCTIONAL MANUAL	\$ (50.00)	\$ (50.00)
1	U752	ADD: POWER CORD, 12 FT AC, QTAR	\$ 50.00	\$ 50.00
1	X889	ADD: ASTRO W/L INTFC V.24	\$ 319.00	\$ 319.00
1	X888	ADD: GPS SIMULCAST	\$ 639.00	\$ 639.00

Qty	Model Number	Description	Unit Price	Total Price
		Site-1 - Repeater7		
1	T5365	QUANTAR/QUANTRO FAMILY MODEL	\$ 3,936.24	\$ 3,936.24
1	X750	ADD: 800 MHZ BAND RX 806-825 MHZ/TX 851-870 MHZ, 100-20 WATTS	\$ 3,667.86	\$ 3,667.86
1	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR	\$ 702.90	\$ 702.90
1	X87	DEL: CABINET	\$ (125.00)	\$ (125.00)
1	X287	DEL: FUNCTIONAL MANUAL	\$ (50.00)	\$ (50.00)
1	U752	ADD: POWER CORD, 12 FT AC, QTAR	\$ 50.00	\$ 50.00
1	X889	ADD: ASTRO W/L INTFC V.24	\$ 319.00	\$ 319.00
1	X888	ADD: GPS SIMULCAST	\$ 639.00	\$ 639.00
		Site-1 - Repeater8		
1	T5365	QUANTAR/QUANTRO FAMILY MODEL	\$ 3,936.24	\$ 3,936.24
1	X750	ADD: 800 MHZ BAND RX 806-825 MHZ/TX 851-870 MHZ, 100-20 WATTS	\$ 3,667.86	\$ 3,667.86
1	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR	\$ 702.90	\$ 702.90
1	X87	DEL: CABINET	\$ (125.00)	\$ (125.00)
1	X287	DEL: FUNCTIONAL MANUAL	\$ (50.00)	\$ (50.00)
1	U752	ADD: POWER CORD, 12 FT AC, QTAR	\$ 50.00	\$ 50.00
1	X889	ADD: ASTRO W/L INTFC V.24	\$ 319.00	\$ 319.00
1	X888	ADD: GPS SIMULCAST	\$ 639.00	\$ 639.00
		Site-1 - Manual Entries		
1	DQMPPCXZXH4	PNL MPP 24 PT RJ50-PNP 1.75X19 (DSM INTERFACE)	\$ 840.00	\$ 840.00
1	DQMPPCXZXH2	PNL MPP 24 PORT 3 CONN (T1 INTERFACE)	\$ 606.00	\$ 606.00



Qty	Model Number	Description	Unit Price	Total Price
		Site-1 - Site Accessories		
2	DSPREM816460	4 PORT 4W DSM CARD	\$ 8,550.00	\$ 17,100.00
8	3083704X13	SHIELDED REPEATER CABLE, 50	\$ 38.25	\$ 306.00
		GRAND TOTAL		\$ 162,477.50



Statement of Work

STATEMENT OF WORK

MOTOROLA SYSTEM TECHNOLOGIST SERVICES

Motorola Systems Integration appreciates the opportunity to work with Orange County and provide System Technologist technical services.

SCOPE

This is a quotation to provide Motorola System Technologist services to order and install the new controller code plugs to support Orange County's implementation of the Westminster site.

Motorola System Integration agrees to provide the following parts for this work

- One (1) main 6809 controller code plug
- One (1) backup 6809 controller code plug
- One (1) spare set of 6809 code plugs

Motorola's System Technologist (ST) will work under the direct supervision of Orange County personnel to coordinate schedule, assignments and tasks.

MOTOROLA ASSUMPTIONS

- No implementation services are included with this proposal.
- Motorola is not providing software or warranty for these technical services.

ORANGE COUNTY RESPONSIBILITIES

Orange County shall accomplish and provide for the following general items:

- Orange County shall make available a representative during normal business hours (8 AM to 5 PM) Monday through Friday to assist Motorola employees with their assigned task/optimization. Orange County shall attempt to accommodate after hour assistance, as needed.

- Due to the system not being staged and Motorola not providing implementation services, Orange County is responsible for integrating the equipment to be a functional site within the SmartZone system. Therefore, Orange County is responsible for custom cables, labeling, interfacing, drawings, documentation, etc.

REPAIRS

It is the responsibility of Orange County personnel to acquire parts and effect repairs, as identified, to the existing infrastructure equipment. Motorola/ST shall **not** provide parts and/or spare boards to support these repairs. Motorola shall not be held responsible for schedule overruns, system coverage, or system malfunctions related to these items.

CERTIFICATE OF COMPLETION

Customer Name: Orange County

Customer Contract # / PO#:

Project Number:

Services Provided: Code Plug Installation

OC - agrees that all contracted services provided by Motorola have been received and are complete. Completion authorizes Motorola to bill for the (OC) agreement to make payment.

OC Representative:

Print Full Name: _____

Title: _____

Signature: _____

Date: _____

Motorola Representative:

Print Full Name: _____

Title: _____

Signature: _____

