ITEM NO. 9

STAFF REPORT

CITY OF OCEANSIDE

DATE: March 17, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Police Department

SUBJECT: **AMENDMENT TO THE AGREEMENT WITH SAN DIEGO COUNTY FOR THE REGIONAL COMMUNICATIONS SYSTEM EXTENDING THE TERM THROUGH MARCH 31, 2013**

SYNOPSIS

Staff recommends that the City Council approve the Amendment in an annual amount not to exceed $301,975 to the agreement with San Diego County for the City's use of the Regional Communication System, extending the term of the agreement from March 6, 2010, to March 31, 2013, and authorize the Mayor to execute the amendment.

BACKGROUND

In April of 2002 the City entered into an agreement with San Diego County for the use of the Regional Communications System. The initial membership cost to the City of $2,767,377 has since been paid.

The ongoing costs consist of annual user fees based on the number of radios utilized, which amounts to $301,975 per year, or $905,925 for the life of the amendment. This amount is included in the department budgets and will not require additional funding sources.

ANALYSIS

The Police Department, Fire Department, and several other City departments depend on a reliable communications system in order to quickly dispatch calls for service and to ensure the safety of citizens and employees. RCS is the communications platform used by virtually every government agency San Diego County.

The Regional Communications System allows our City employees to instantly communicate with first responders from all adjoining agencies and ensures seamless interoperability in the event of a multijurisdictional incident.

FISCAL IMPACT

Since the RCS agreement crosses fiscal years, the amount of $905,925 will be budgeted through the annual budget process for years FY 2010-2011 through FY 2012-2013 as indicated below:

Department	*Account Name*	*Budget Number*	*Amount*
Police	Administration	500010101.5440	12,397
	Field Operations	500501101.5440	89,324
	Investigations	500503101.5440	28,608
	Harbor Unit	500509101.5440	7,629
Public Works	Anti-Graffiti	600601101.5540	636
	Street Maintenance	600619213.5440	6,675
	Flood Control	600750101.5440	4,450
	Traffic Control	640621101.5440	3,814
	Parking Enforcement	600612101.5440	4,132
	Solid Waste Disposal	700000731.5440	10,808
	Parks Maintenance	660613101.5440	5,086
	Street Tree Maintenance	600620101.5440	1,271
	Civic Center Maintenance	630603851.5440	1,271
	Building Crafts	600602851.5440	2,225
	Fleet Maintenance	620608831.5440	2,225
	Beach Maintenance	851850101.5440	1,907
	Pier Maintenance	852850101.5440	954
	Beach Lifeguards	853853101.5440	9,854
	Harbor Administration	850010751.5440	636
	Harbor Maintenance	854850751.5440	5,722
Development Services	Engineering Transportation	425407101.5440	1,589
	Engineering Inspection	425401101.5440	5,404
	Engineering Capital Imprvt	425010101.5440	1,271
	Building Inspection	400401101.5440	3,179
	Engineering Subdivision	425406101.5440	1,907
Neighborhood Services	Code Enforcement	933900101.5440	3,814
	Parks and Recreation	935932101.5440	2,225
Water Utilities	Water Administration	750010711.5440	14,304
	Sewer Administration	800010721.5440	25,430
Fire	Administration	550010101.5440	43,228

COMMISSION OR COMMITTEE REPORT

This item was presented to the Police and Fire Commission on February 18, 2010; the Commission recommended that the City Council approve the amendment.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve the Amendment in an annual amount not to exceed $301,975 to the agreement with San Diego County for the City's use of the Regional Communication System, extending the term of the agreement from March 6, 2010, to March 31, 2013, and authorize the Mayor to execute the amendment.

PREPARED BY:

James Divis
Public Safety Communications Manager

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Frank S. McCoy, Police Chief
Darryl Hebert, Fire Chief
Margery Pierce, Neighborhood Services Director
Joseph Arranaga, Public Works Director
Lauren Wasserman, Water Utilities Director
Teri Ferro, Financial Services Director

AMENDMENT TO THE MEMORANDUM OF AGREEMENT DATED AS OF MARCH 7, 1995, BETWEEN THE COUNTY OF SAN DIEGO AND PARTICIPATING CITIES AND JURISDICTIONS REGARDING THE IMPLEMENTATION, GOVERNANCE, METHOD OF FUNDING AND COSTS OF A REGIONAL RADIO SYSTEM PROVIDING COMMUNICATION SERVICES TO PUBLIC SAFETY AND PUBLIC SERVICE AGENCIES OPERATING IN SAN DIEGO COUNTY AND IMPERIAL COUNTY

THIS AMENDMENT to that Memorandum of Agreement dated as of March 7, 1995, providing for the establishment, governance and funding of a regional radio system providing communication services to public safety and public service agencies operating in San Diego County and Imperial County is entered into as of May 5, 2009, between the County of San Diego and the parties listed in Exhibit A as follows:

RECITALS

Whereas, pursuant to a Memorandum of Agreement ("RCS Agreement") dated as of March 7, 1995, the parties established the Regional Communications System ("RCS) and provided for its governance and funding; and

Whereas, other jurisdictions have become parties to the RCS Agreement; and

Whereas, the term of the RCS Agreement is 15 years from March 7, 1995, and will therefore expire March 6, 2010; and

Whereas, the present parties to the RCS Agreement desire to extend the term of the RCS Agreement for approximately three more years to terminate March 31, 2013;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 20 of the RCS Agreement is amended by substituting the following language:

This Agreement shall terminate March 31, 2013.

2. In all other respects, the RCS Agreement shall remain the same.

IN WITNESS THEREOF, the parties hereto have affixed their signature on the attached Exhibit A.

San Diego County - Imperial County
RCS
Regional Communications System

Exhibit "A"
Amendment to the RCS Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

COUNTY OF SAN DIEGO
Board of Supervisors Approval

Date: 5.5.09 **By** Thomas J Pa
Thomas J. Pastuszka
Clerk of the Board of Supervisors

CITY OF CARLSBAD
Council Approval

Date: _____ **By** _____
Mayor

CITY OF CHULA VISTA
Council Approval

Date: _____ **By** _____
Mayor

CITY OF CORONADO
Council Approval

Date: _____ **By** _____

Mayor

CITY OF DEL MAR
Council Approval

Date: _____ **By** _____
Mayor

Approved and/or authorized by the Board
of Supervisors of the County of San Diego
Date 5/5/01 Minute Order No. 2
THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors
Nancy Vingcava
Deputy Clerk

CITY OF LEMON GROVE
Council Approval

Date: _____ **By** _____
Mayor

CITY OF NATIONAL CITY
Council Approval

Date: _____ **By** _____
Mayor

CITY OF OCEANSIDE
Council Approval

Date: _____ **By** _____

Mayor

CITY OF POWAY
Council Approval

Date: _____ **By** _____
Mayor

CITY OF SAN MARCOS
Council Approval

Date: _____ **By** _____
Mayor

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, MAY 5, 2009

MINUTE ORDER NO. 2

SUBJECT: SHERIFF – AMENDMENT TO THE REGIONAL COMMUNICATIONS SYSTEM PARTICIPATING AGENCY AGREEMENT (DISTRICTS: ALL)

OVERVIEW:
The Regional Communications System (RCS) Participating Agency Agreement dated March 7, 1995, between the County of San Diego and participating cities and jurisdictions will expire on March 6, 2010. This is a request to approve the recommendation of the RCS Board of Directors to extend the term of the RCS Agreement to March 31, 2013, in order to allow sufficient time to assess future regional public safety communications requirements and develop plans for a replacement system.

FISCAL IMPACT:
The estimated annual cost to operate and maintain the RCS is $5,600,000 of which the County pays approximately $2,100,000 and non-County RCS agencies pay $3,500,000. This extension will not result in a change in overall costs for the RCS program or change the participating agencies' share in the costs.

BUSINESS IMPACT STATEMENT:
N/A

RECOMMENDATION:
SHERIFF
Approve and authorize the Clerk of the Board to execute an amendment extending the term of the Regional Communications System Participating Agency Agreement to March 31, 2013, on behalf of the Board of Supervisors.

ACTION:
ON MOTION of Supervisor Horn, seconded by Supervisor Roberts, the Board took action as recommended, on Consent.

AYES: Cox, Jacob, Slater-Price, Roberts, Horn

- - -

State of California)
County of San Diego) §

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors

By _____
Marvice E. Mazyck, Deputy

Document No. 02-D237-1
4/10/02 (10)
[City Original]

CONTRACT BETWEEN
THE CITY OF OCEANSIDE AND THE COUNTY OF SAN DIEGO

This contract dated as of April 10, 2002 is entered into by and between the City of Oceanside (City) and the County of San Diego (County) for use of the 800 MHz Regional Communications System (RCS).

1. Purchase and Sale of Frequencies. City agrees to transfer ownership of Federal Communications Commission licenses on frequencies 864.1500 and 819.1500 to County for consideration of $400,000 which shall be paid as a deduction from City's cost of joining the RCS as set forth in paragraph 2 below. County intends to subsequently exchange the frequencies with Nextel, Inc. County agrees to credit any amount in excess of $400,000 received from Nextel, Inc. for the frequency exchange to City's Regional Communication System ("RCS") debt, after adjustment for the cost of the exchange. The exchange costs will include necessary FCC licensing fees, legal costs and other unanticipated costs directly related to the indicated frequencies. Direct or indirect costs of County staff will not be included as exchange costs.

2. City to Join RCS. City agrees to pay County a total of $2,767,377 principal amount for full membership in the RCS, which reflects a reduction of $400,000 in exchange for the aforementioned frequencies. City will make ten (10) annual payments of $369,788. The annual payment will be due February 1st of each year, commencing with February 1, 2003. The sum of ten (10) annual payments, including both principal and interest, will be $3,697,879. County agrees that City may prepay the principal at any time without penalty.

City agrees to participate in the RCS in accordance with the terms and conditions set forth in the RCS Memorandum of Agreement (Attachment A), with the exception of Section 17.1.2.2. Regarding the exception, City is not responsible for interest charges related to past financing costs specified in Section 17.1.2.2 of the RCS Agreement.

City also agrees to pay a monthly Network Operating Charge (NOC) fee for each radio for its share of the recurring RCS operational costs. The NOC fee is reviewed and determined annually by the RCS Board of Directors. (Attachment B).

3. City to Pay for Costs Of Upgrades. City agrees to pay in advance the costs necessary to improve the RCS network coverage and capacity to a level that will meet City and County requirements. City agrees to pay $496,702 to County for the improvements documented in Attachment C, not including any amounts due to Motorola from City for system improvements. City agrees that the amount due County may increase to include all costs of a new communication site, including tower, buildings and necessary equipment, if communication tower space is not available on the American Towers Abby facility and it is necessary to construct a new communication tower.

APPROVAL:
County of San Diego

Thomas J. Pastuszka
Clerk of the Board of Supervisors

Date: 8.19.02

APPROVAL:
City of Oceanside

Steven R. Jepson
City Manager, City of Oceanside

Date: 5-9-02

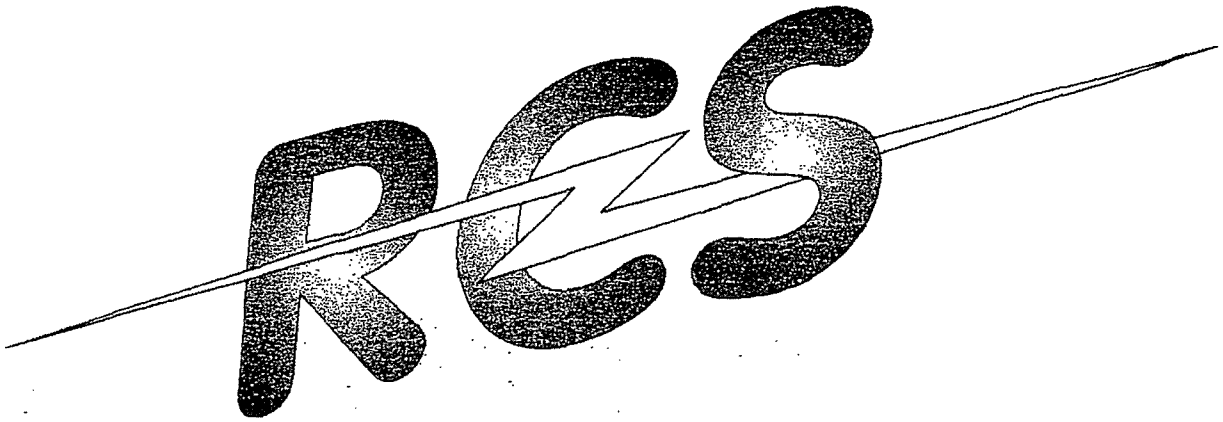
APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

City Attorney

Approved and/or authorized by the Board of Supervisors of the County of San Diego
Date 8/13/02 Minute Order No. 9
THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors
By MGA
Deputy Clerk

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL
BY
SENIOR DEPUTY
7/1/02

San Diego County - Imperial County



Regional Communications System

Agreement

Between the County of San Diego and Participating Cities and Jurisdictions Regarding the Implementation, Governance, Method of Funding and Costs of a Regional Radio System Providing Communication Services to Public Safety and Public Service Agencies Operating in San Diego County and Imperial County.

March 7, 1995

San Diego County - Imperial County
RCS
Regional Communications System

San Diego County - Imperial County

REGIONAL COMMUNICATIONS SYSTEM AGREEMENT

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San Diego County — Imperial County

REGIONAL COMMUNICATIONS SYSTEM

Participating Agency Agreement

1. Purpose and Intent of Agreement

1.1. This Memorandum of Agreement dated as of March 7, 1995, between the parties named in Exhibit "A" and the County of San Diego, a political subdivision of the State of California, provides for the development and operation of a Regional Communications System ***(RCS)*** benefiting the radio communication needs of public safety and public service agencies operating in the counties of San Diego and Imperial.

1.2. Nothing in this Agreement is intended to lessen participating member jurisdictions' authority over and responsibility for events occurring within their jurisdiction.

1.3. In order to provide an alternate source of funding for agencies participating in the RCS, the County of San Diego has formed County Service Area ***(CSA)*** 135 pursuant to Government Code ***(GC)*** Section 25210.1 et. seq.

1.4. For participating agencies deciding to use CSA 135 to fund their system costs, the County intends to levy parcel charges according to benefit per §25210.77a GC.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

2. Regional Communications System *(RCS)* Overview

2.1. The RCS will replace the participating public service and public safety agencies' existing radio communication systems throughout San Diego and Imperial counties with a modern, trunked radio system.

2.2. The RCS will include a separate Mobile Data System (MDS) that will be used to transmit data for regional public safety and public service users over 800 MHz radio frequencies dedicated to that purpose. Participation in the MDS is not mandatory, and the MDS coverage area will be subject to agency participation.

2.3. The RCS shall provide effective and reliable radio communications for routine intra-agency operations as well as inter-agency communications throughout the region during mutual aid and disaster operations. Public safety and public service agencies throughout the counties of San Diego and Imperial will have the opportunity to join the RCS.

2.4. For the purposes of this Agreement, ***Public Safety*** and ***Public Service*** agencies are defined to include:

2.4.1. ***Public Safety*** includes all law enforcement, fire service, EMS and disaster preparedness agencies in San Diego County and Imperial County.

2.4.2. ***Public Service*** includes the State of California Department of Transportation ***(CALTRANS)*** District 11 and other participating agencies in the counties of San Diego and Imperial whose primary responsibility is providing citizens with services other than law enforcement, fire service and disaster preparedness.

2.5. All law enforcement, fire service, disaster preparedness and participating public service agencies in San Diego County and Imperial County shall have access to mutual aid communications capabilities.

2.6. Communications with agencies that have installed their own 800 MHz radio systems shall be facilitated via interfaces to the RCS.

3. Agreement Contingencies

This agreement is void unless financing for the radio system infrastructure is approved by the San Diego County Board of Supervisors and the necessary financing closes. As to the County of Imperial, this Agreement shall terminate if a CSA or other funding mechanism for communications purposes is not established within two years of the date of this Agreement.

4. RCS Participants

4.1. The RCS shall be designed to support the requirements of San Diego and Imperial county public safety and designated public service participants.

4.2. CALTRANS radio requirements shall be supported throughout District 11, which includes the counties of San Diego and Imperial in their entirety.

4.3. All participants shall receive equitable representation on the Regional Communications System Member Board ***(RCS Member Board)*** as set forth in this Agreement.

4.4. As part of implementing this agreement, participating agencies shall co-license or transfer their currently allocated 800 MHz frequencies to the County of San Diego for use in the RCS.

4.5. No actions by the RCS Board of Directors, by the County of San Diego or by the County of Imperial may be so broad in nature that they negatively affect or impact the operational or legal integrity of its individual member agencies.

5. Additional Participants

5.1. As system capacity permits, the RCS Board of Directors may approve other agencies joining the RCS on a case-by-case basis after the date of this Agreement.

5.2. Priority consideration shall be given to agencies with licensed, public safety/public service 800 MHz frequencies that can be co-licensed or trans-

ferred to the RCS, if such action can result in enhanced radio communications capabilities for all participants.

6. Performance Requirements

6.1. The RCS shall be designed to provide a high level of service and responsiveness, with region-wide coverage and capacity for all planned users throughout the term of this Agreement.

6.2. The RCS design objectives for the performance of portable and mobile voice and data radio equipment, and the quality of coverage provided shall be determined by the RCS Board of Directors and appropriate County of San Diego staff.

6.3. The RCS shall be designed to meet the loading requirements of the anticipated busiest hour for all planned users over the life of the system.

6.4. The actual RCS coverage plan shall be determined by the RCS Board of Directors.

7. RCS Access Priorities

7.1. In the event that all radio channels in the RCS are busy, users wanting to speak shall be prioritized as follows, regardless of how long they have been waiting.

7.1.1. Priority One — ***Emergency Identification.***
An Emergency Identification is defined as the message received when a public safety member calls for immediate assistance by activating an emergency button or switch on the user radio equipment.

7.1.2. Priority Two — ***Public Safety***

7.1.2.1. Public Safety includes the normal daily radio transmissions of law enforcement, fire service, paramedic providers and disaster preparedness personnel using the RCS.

7.1.2.2. Public Safety also includes RCS users whose normal lower priorities have been temporarily changed to resolve an unusual occurrence or large scale disaster.

7.1.3. Priority Three — ***Non-Public Safety, Special Event.***
Non-Public Safety, Special Event includes planned events involving public service agency participants that are beyond the scope of their normal daily operations.

7.1.4. Priority Four — ***Non-Public Safety, Regular.***
Non-Public Safety, Regular includes the normal daily radio transmissions of public service agencies using the system.

8. RCS Governance

8.1. The overall goal in governing the RCS shall be to establish an operational and management structure that will provide authority to participants during the RCS's development and in the subsequent ongoing administration and management throughout the term of this agreement. Exhibit "D" depicts an RCS governance flowchart.

8.2. The RCS Member Board and the RCS Board of Directors are established by this Agreement, the duties and responsibilities of which are set forth in §10 and §11.

8.3. The governance objectives include:

8.3.1. Provide a structure which retains administration and fiscal responsibility of the system in the control of the participating agencies.

8.3.2. Allow the use of a CSA funding mechanism.

8.3.3. Establish an organization which facilitates decision making.

8.3.4. Leverage resources where appropriate.

8.3.5. Develop an organization which will remain flexible and meet the needs of the participants over the term of the agreement.

9. Roles and Responsibilities

As required by the California CSA law, the San Diego County Board of Supervisors shall have ultimate legal and fiscal control over the RCS. Subject to such ultimate control, the Board of Supervisors shall delegate the fiscal control and operational administration of the RCS to the RCS Board of Directors.

10. RCS Member Board

10.1. Each of the parties to this Agreement desires to participate in the governance of the RCS as a member of the Regional Communications System Member Board to be formed under the provisions of this Agreement.

10.2. The Regional Communications System Member Board shall have responsibility for, and shall provide administration of components of the RCS that are common to all participating agencies.

10.3. Each participating agency shall appoint one representative to serve on the RCS Member Board. Representatives to the RCS Member Board shall serve at the pleasure of their respective appointing authority.

10.4. A participating jurisdiction with multiple agencies whose public safety and service radio communication needs are being met by the RCS shall be entitled to one representative on the RCS Member Board for each type of agency. (I. E., a participating city whose police and fire departments use the RCS shall have a RCS Member Board representative from each department.)

10.5. The RCS Member Board shall be responsible for recommending operational changes and for participating in other committees, or in other ways deemed appropriate by the RCS Board of Directors.

10.6. The RCS Member Board shall be responsible for approving the annual budget.

11. RCS Board of Directors

11.1. The RCS Board of Directors shall be composed of RCS representatives of each type of participating public safety/public service agency.

11.2. Members of the RCS Board of Directors shall be determined in the following manner, according to the type of agency.

11.2.1. San Diego County:

11.2.1.1. The delegate from the San Diego Sheriff's Department shall be the Sheriff or the Sheriff's designate.

11.2.1.2. The representative for the County of San Diego shall be the Chief Administrative Officer ***(CAO)*** or the CAO's designate, preferably from the Office of Disaster Preparedness.

11.2.1.3. The municipal police representative shall be a police chief or designate from RCS member agencies who shall be selected by the San Diego County Police Chiefs and Sheriff's Association.

11.2.1.4. The municipal fire representative shall be a fire chief or designate from RCS member agencies who shall be selected by the San Diego County Fire Chiefs Association.

11.2.1.5. The fire district representative shall be a fire chief or designate from RCS member agencies who shall be selected by the San Diego County Chapter, Fire Districts Association of California.

11.2.1.6. The North County Dispatch Joint Powers Authority ***(JPA)*** representative shall be a fire chief or designate from RCS member agencies who shall be selected by the North County Dispatch JPA governing body.

11.2.1.7. The Heartland Communications Facility JPA (HCFA) representatives shall be designates from RCS member agencies who shall be selected by the HCFA governing body.

11.2.2. Imperial County:

11.2.2.1. The delegate from the Imperial County Sheriff's Office shall be the Sheriff or a designate.

11.2.2.2. The representative for the County of Imperial shall be the CAO or a designate.

11.2.2.3. The municipal police representative shall be a police chief or designate from RCS member agencies who shall be selected by the Imperial County Police Chiefs Association.

11.2.2.4. The municipal fire representative shall be a fire chief or designate from RCS member agencies who shall be selected by the Imperial County Fire Chiefs Association.

11.2.2.5. The fire district representative shall be a fire chief or designate from RCS member agencies who shall be selected by the Imperial County Chapter, Fire Districts Association of California.

11.2.3. The representative for CALTRANS shall be a designate selected by appropriate state authority.

11.2.4. This Agreement provides for the addition of two public service members of the RCS Board of Directors, to be added when public service agencies join the RCS.

11.3. The RCS Board of Directors shall be responsible for the overall administration and direction of the RCS through interaction with the San Diego County Board of Supervisors, the assigned San Diego County staff and the RCS Member Board.

11.4. Specific responsibilities of the RCS Board of Directors shall include:

11.4.1. Formulating the annual budget and submitting it to the RCS Member Board for approval.

11.4.2. Identifying participating agency needs and requirements.

11.4.3. Establishing subcommittees as necessary to ensure the interests and concerns of each user agency are represented and to ensure technical issues are thoroughly researched.

11.4.3.1. The RCS Board of Directors shall establish a committee of MDS user agencies to administer the MDS and to make appropriate recommendations.

11.4.3.2. If all RCS user agencies are MDS participants, administration of the MDS shall revert to the RCS Board of Directors.

11.4.4. Monitoring the implementation of the RCS.

11.4.5. Reviewing and adopting recommendations regarding the establishment of system priorities and talk groups.

11.4.6. Developing and approving RCS operating policies and procedures.

11.4.7. Overseeing the establishment of long range plans.

11.4.8. Overseeing scheduled system reviews at intervals determined by the RCS Board of Directors, but not to exceed three years.

11.4.9. Budgeting and approving the disbursement of money from all CSA 135 funds.

11.4.10. Making recommendations to the San Diego County Board of Directors regarding the inclusion of additional RCS participants.

11.4.11. Addressing concerns of participating agencies.

11.4.12. Adopting appropriate actions to adjust RCS policies or procedures.

11.4.13. Adopting by-laws to govern the RCS Board of Director's internal operations.

11.4.14. Meeting quarterly or more frequently, if necessary.

11.4.15. Appointing a new Chairperson annually.

11.4.16. Conducting an annual fiscal audit.

11.4.17. Conducting periodic RCS audits.

11.4.18. Discharging other duties as required by statute.

12. Representation on the RCS Board of Directors

12.1. As of the date of this Agreement, the following types of agencies shall be represented by appointment to the RCS Board of Directors:

12.1.1. San Diego County:

12.1.1.1. Sheriff's Department

12.1.1.2. County Representative (Office of Disaster Preparedness)

12.1.1.3. Municipal Police

12.1.1.4. Municipal Fire

12.1.1.5. Fire Districts

12.1.1.6. North County Dispatch Joint Powers Authority

12.1.1.7. Heartland Communications Facility Joint Powers Authority

12.1.2. Imperial County:

12.1.2.1. Sheriff's Department

12.1.2.2. County Representative

12.1.2.3. Municipal Police

12.1.2.4. Municipal Fire

12.1.2.5. Fire Districts

12.1.3. CALTRANS

12.1.4. Public Service agencies shall select two delegates at large.

13. RCS Board of Directors Terms and Qualifications

13.1. Terms for members of the RCS Board of Directors shall be determined by their appointing authority. All members of the Board of Directors serve at the pleasure of their respective appointing authority.

13.2. The appointing authority shall also select an alternate to the RCS Board of Directors. Alternate members are encouraged to attend regular Board of Directors meetings, but shall vote only in the absence of the regular member.

13.3. Only representatives of agencies participating in the RCS may be selected to the RCS Board of Directors.

13.4. The Chairperson and a Vice Chairperson of the RCS Board of Directors shall be biannually elected by a majority vote of the Directors. During their term, the Chairperson and Vice Chairperson shall serve at the discretion of a majority of the Directors.

13.5. Attendance at Board of Directors meetings:

13.5.1. Members of the Board of Directors are expected to attend all possible meetings to represent their group interests and to help conduct RCS business. Arrangements should be made for the alternate to attend in the absence of the primary representative.

13.5.2. To remain on the Board of Directors, a director may not exceed more than three absences from regularly scheduled Board of Directors meetings during a County of San Diego fiscal year (July 1 through June 30).

13.5.3. If a director exceeds more than the allowable three absences in a fiscal year, the Board of Directors shall request a replacement from the appointing authority unless, because of extraordinary circumstances, the Board of Directors votes to allow one additional absence.

13.5.4. Alternate directors shall be subject to the same requirements for all meetings they are required to attend.

13.5.5. An absence by both the primary director and the alternate director representing the same appointing authority shall be counted against both parties.

13.5.6. By vote of the Board of Directors, a leave of absence may be granted to a primary or alternate director for no more than 180 days. Only one leave of absence may be granted in any twelve month period.

13.5.7. Resignation from the Board of Directors shall be submitted in writing to the chairperson and to the appointing authority.

14. Attendance and Participation by the Public

14.1. ***Ralph M. Brown Act.*** All meetings of the RCS Board of Directors and RCS Member Board shall be noticed and conducted in accordance with the provisions of the Ralph M. Brown Act (GC §54950 et. seq.).

14.2. Local, state and federal representatives of public safety or service agencies who are not parties to this Agreement may participate in RCS Board of Directors, Member Board or committee meetings as members of the public, but shall not have voting rights.

14.3. Representatives from non-participating agencies may not serve in any official capacity in respect to RCS administration, management or operation.

15. RCS Voting Requirements

15.1. Members of the RCS Member Board, Board of Directors and committees shall vote on all items on the basis of one vote per member.

15.2. A quorum for the conduct of business exists when a majority of the members are present at Board of Directors, Member Board and other committee meetings.

15.3. Actions on all boards and committees shall be determined by a majority vote of members present at a meeting when a quorum exists.

15.4. An agency may not designate another agency to be its proxy.

15.5. In the case of RCS Board of Directors actions, the alternate delegate shall only have a voting right in the absence of the regular delegate.

16. County of San Diego, Department of Information Services (DIS) Support Staff Role

16.1. DIS staff shall serve as an advisory and staff function to the RCS Member Board and RCS Board of Directors.

16.2. DIS staff shall manage the day-to-day operation of the RCS subject to direction from and review by the RCS Board of Directors .

16.3. DIS staff shall provide support as necessary, but shall not have a voting right on any business before the RCS Member Board, the RCS Board of Directors, or any committees.

16.4. DIS staff shall perform the functions necessary to ensure that specific system performance guarantees are maintained throughout the term of the agreement.

16.5. As the manager and operator of the RCS, the Department of Information Services shall have the responsibility to:

16.5.1. Provide appropriate staff support to the RCS Board of Directors as requested, within budgetary restraints.

16.5.2. Seek RCS Board of Directors approval of major policy decisions related to the RCS.

16.5.3. Develop contracts with vendors and submit to RCS Board of Directors for approval.

16.5.4. Implement the regional 800 MHz public safety voice and data radio systems.

16.5.5. Retain employees and agents.

16.5.6. Acquire, hold or dispose of property necessary to operate the RCS.

16.5.7. Charge participating agencies for expenses incurred in ongoing maintenance and operation of the RCS.

16.5.8. Implement policy.

16.5.9. Monitor and maintain RCS performance.

16.5.10. In conjunction with the RCS Board of Directors, develop and recommend the annual RCS budget.

16.5.11. Reassign RCS priorities in extraordinary circumstances and make emergency repairs as required.

16.5.12. Provide information and support as necessary to the RCS Board of Directors.

16.5.13. Provide operating reports and technical information as necessary to assist the RCS Board of Directors.

16.5.14. Establish and maintain accounts and records, including personnel, property, financial, programmatic and other records deemed necessary by the RCS Board of Directors to ensure proper accounting for all ongoing operations and maintenance costs.

16.5.15. Use the records to justify any adjustment to agency benefit charges.

16.6. The Director of DIS shall provide the RCS Board of Directors timely advance notice of impending personnel changes affecting any management staff assigned RCS responsibilities.

17. Agency Costs and CSA Benefit Charges

17.1. The Department of Information Services shall implement, manage and operate the 800 MHz trunked radio backbone and microwave systems.

17.1.1. Costs for agencies participating at the time the RCS is implemented are reflected in Exhibit "B". MDS participation costs are separate from voice radio system costs.

17.1.2. Costs for agencies joining subsequent to the implementation of the RCS:

17.1.2.1. The County of San Diego shall assume the costs of implementing the voice and data radio backbone systems in areas where agencies have not committed to RCS participation.

17.1.2.1.1. RCS coverage in those areas shall meet the requirements of the County of San Diego.

17.1.2.1.2. Costs to enhance coverage to satisfy the needs of an agency joining the RCS subsequent to the original implementation shall be the joining agency's responsibility.

17.1.2.2. An agency joining the RCS shall be responsible for paying their original one-time costs as represented in Exhibit "B", plus financing costs that have incurred since the date of this Agreement. The RCS Board of Directors shall reimburse appropriate financing expenses to the County of San Diego in relation to §17.1.2.3.

*(**EXAMPLE**: If Santee decides to join the RCS after five years of the 15 year agreement have passed, their costs will include:*

(1) their estimated one-time costs as shown in Exhibit "B" and,
(2) associated financing costs for the first five years, as shown in Exhibit "C".

The RCS Board of Directors shall then reimburse the County of San Diego for principal and financing expenses that resulted because of Santee's absence during the initial five years.)

17.1.2.3. An agency or jurisdiction that wants to join the RCS must pay a proportional cost of the overall voice radio backbone and microwave development investment.

If the agency or jurisdiction decides to use CSA 135 for funding, it must file an application with the San Diego County Local Area Formation Commission (LAFCO) to join CSA 135. Each agency is responsible for its own costs associated with the LAFCO process.

17.1.2.4. All funds received from agencies joining the RCS shall be deposited in the CSA 135 account for appropriate distribution by the RCS Board of Directors.

17.2. The agency may use a funding method other than CSA 135 to pay for its RCS origination and operating expenses.

17.3. Ongoing operations and maintenance costs shall be shared equally by the participating agencies and shall be based on the established formula. (See Exhibit "B")

17.4. Monthly Operating Fees

17.4.1. The costs of ongoing operations and maintenance of the trunked voice radio system, mobile data radio system and microwave system shall be allocated to the participating agencies on a per radio basis.

17.4.1.1. The cost per radio shall be limited to those radios used on the RCS during normal operations.

17.4.1.2. Radios temporarily added by an agency to handle a disaster or emergency shall not be a part of determining the agency's ongoing RCS costs unless the radios are retained for normal operations following resolution of the disaster or emergency.

17.4.1.3. The costs of ongoing operations and maintenance on the voice system and the mobile data system shall be determined separately, since not all agencies will decide to use both systems. Therefore, the monthly operating fees for radios on each system may be different.

17.4.2. After resolving which agencies are participating and determining the actual number of radios to be included in each system (voice and data), the cost per agency shall be finalized.

17.4.3. The final cost shall be in effect for a period of one year and shall be adjusted annually to reflect actual costs.

17.5. Reserve Funds in CSA 135 Account

17.5.1. One of the responsibilities of the RCS Board of Directors is to budget the disbursement of money from the CSA 135 account.

17.5.2. All funds received by the County of San Diego from all RCS participating agencies, for the purpose of funding the RCS shall be deposited into the CSA 135 account.

17.5.3. Reserve funds, including interest, shall be maintained in the CSA 135 account for the purposes of contingencies and for RCS upgrades and enhancements.

17.5.4. CSA 135 reserve funds can only be used for Regional Communications System purposes and on approval of the RCS Board of Directors by majority vote.

17.5.5. The RCS Board of Directors shall review CSA 135 fund levels annually and take appropriate action.

17.6. CSA 135 Zone Option and Costs

17.6.1. Each participating agency shall have the ability to customize their own CSA 135 requirements for other RCS components, including user equipment, communications center equipment and operating costs, by developing a CSA zone.

17.6.2. Each agency establishing a zone shall have the responsibility to develop an annual zone budget and zone benefit fee schedule.

17.6.3. The CSA funds generated within the zone may only be utilized to meet the requirements of that zone.

17.7. Unless otherwise agreed, maintenance of agency owned RCS equipment shall be provided by Department of Information Services staff assigned to the RCS. All associated maintenance costs shall be included as a part of the agency monthly operating fees.

17.8. Maintenance and other costs associated with the provision of primary commercial and back up 110/240 volt A. C. electrical power shall be the responsibility of the agency.

17.9. Unless otherwise determined by separate agreement, each participating agency shall be responsible for the costs associated with connecting to the RCS backbone from the point of demarcation to the agency radio system equipment.

18. Point of Demarcation for Responsibility of Equipment

18.1. Unless otherwise determined by separate agreement, the demarcation point between RCS responsibility and agency responsibility is the microwave radio channel bank equipment termination blocks that are used to interconnect the agency radio consoles and other electronic devices used for voice and data communications to the channel banks.

18.2. Each participating agency shall be responsible for all costs associated with their mobile data system application development, user equipment and integration from the point of demarcation.

19. Purchase of RCS Compatible Equipment

19.1. Each participating agency agrees to meet County of San Diego specifications, including brands and models when appropriate, for associated equipment used to interconnect to the RCS.

19.2. Participating agencies agree to submit specifications of radio system related equipment orders to County RCS staff to ensure compatibility before purchase.

19.3. Associated equipment may be purchased through the County of San Diego to insure compatibility and favored pricing.

20. Term of Agreement

The term of agreement is for fifteen years from the date of this Agreement.

21. Agreement Modification; Entire Agreement

21.1. This Agreement may only be amended in writing with the approval of the governing bodies of all parties to this Agreement. Prior to processing an amendment, a recommendation shall be requested from the RCS Board of Directors.

21.2. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement. Subsequent agreements may be entered into with CALTRANS and the County of Imperial concerning RCS matters.

22. Termination of Agreement

22.1. In order to terminate participation prior to the end of the fifteen year term, the withdrawing agency must provide no less than a one year written notice of intent to terminate participation.

22.2. Termination shall be granted provided that the withdrawing party:

22.2.1. Returns to the RCS all equipment for value that the RCS Board of Directors determines is required to maintain the RCS for all remaining users; and,

22.2.2. If the termination compromises the legality of the CSA benefit charges in the jurisdiction of the withdrawing agency, such agency shall be responsible for the remaining debt payments which would have aggregated from the CSA.

22.2.3. If an agency that brought frequencies to the RCS opts to terminate, the RCS Board of Directors shall negotiate a settlement that either returns the same or equivalent operable frequencies, or provides equitable compensation if frequencies are left with the RCS.

23. Arbitration

23.1. If settlement on an issue cannot be reached between the grieving or terminating agency and the RCS Board of Directors, binding arbitration shall be employed to reach a settlement.

23.2. The arbitrator shall be selected by mutual agreement of the RCS Board of Directors and the terminating agency.

23.3. It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the settlement which shall be binding in nature, except as to issues of law.

23.4. Each party to a hearing before an arbitrator shall bear his own expenses in connection therewith.

23.5. All fees and expenses of the arbitrator shall be borne one-half by remaining members of the RCS and one-half by the grieving or withdrawing agency.

Participating Agency Agreement

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

COUNTY OF SAN DIEGO

Board of Supervisors Approval
Date: MAR 7 1995

By _____
Chairwoman Dianne Jacob

CITY OF CARLSBAD

Council Approval
Date: MARCH 22, 1995

By _____
Mayor

CITY OF DEL MAR

Council Approval
Date: 4-3-95

By _____
Mayor

CITY OF ENCINITAS

Council Approval
Date: MARCH 22, 1995

By _____
Mayor

CITY OF IMPERIAL BEACH

Council Approval
Date: _____

By _____
Mayor

CITY OF LEMON GROVE

Council Approval
Date: _____

By _____
Mayor

CITY OF POWAY

Council Approval
Date: 4-18-95

By _____
Mayor

CITY OF SAN MARCOS

Council Approval
Date: 4/13/95

By _____
~~Mayor~~ City Manager

CITY OF SOLANA BEACH

Council Approval
Date: 4-17-95

By _____
Mayor

Participating Agency Agreement

CITY OF VISTA

Council Approval
Date: 4-11-95

By _____
Mayor

NORTH COUNTY DISPATCH JPA

Board of Directors Approval
Date: 1-25-96

By _____

HEARTLAND COMMUNICATIONS FACILITY JPA

Board of Directors Approval
Date: 4/13/95

By _____

IMPERIAL VALLEY EMERGENCY COMMUNICATIONS JPA
~~***COUNTY OF IMPERIAL***~~

Board of ~~Supervisors~~ Directors Approval
Date: 11-28-96

By _____

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION

State of California Approval
Date: _____

By _____

ALPINE FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: 03-14-95

By _____

BONITA-SUNNYSIDE FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: 5-2-95

By _____

Participating Agency Agreement

BORREGO SPRINGS
FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: 4-13-95 By

DEER SPRINGS
FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: _____ By _____

EAST COUNTY
FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: March 7th 1995 By Kenneth L. Clark

JULIAN-CUYAMACA
FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: May 17, 2000 By
HARRY SEFCEK

LAKESIDE FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: Feb 13, 1996 By

LOWER SWEETWATER
FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: _____ By _____

PINE VALLEY
FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: _____ By _____

RANCHO SANTA FE
FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: _____ By

Participating Agency Agreement

RURAL FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: _____ By _____

SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: 4/13/95 By _____

VALLEY CENTER FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: _____ By _____

VISTA FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: 5-2-95 By _____

CITY OF SANTEE

Council Approval
Date: 6/14/95 By _____
RONALD L. BALLARD, CITY MANAGER

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY _____
Chief Deputy Counsel

Approved and/or authorized by the Board of Supervisors of the County of San Diego
Date: 3/7/95 Minute Order No. 2
THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors
By _____
Deputy Clerk

Participating Agency Agreement

RURAL FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: 2-13-96

By _____

SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: 4/13/95

By _____

VALLEY CENTER FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: 5-24-01

By _____

VISTA FIRE PROTECTION DISTRICT

Governing Authority Approval
Date: 5-2-95

By _____

CITY OF SANTEE

Council Approval
Date: _____

By _____

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY _____
Chief Deputy Counsel

Approved and/or authorized by the Board of Supervisors of the County of San Diego
Date 3/7/95 Minute Order No. 2
THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors
By _____
Deputy Clerk

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

CITY OF EL CAJON
Council Approval
Date: September 15, 1998

By Joan Shoemaker
Mayor Joan Shoemaker

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

CITY OF CORONADO
Council Approval

Date: December 7, 1999

By _____
Tom Smisek

Title: Mayor, City of Coronado

Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

CITY OF ESCONDIDO
Council Approval

Date: 4/5/2000

By _____
Lori Holt Pfeiler

Title: Mayor, City of Escondido

Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

CITY OF LA MESA
Council Approval

Date: 2/23/00

By _____
Art Madrid

Title: Mayor, City of La Mesa

Participating Agency Agreement

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

CITY OF CHULA VISTA
Council Approval

Date: _____

By Shirley Horton
SHIRLEY HORTON

Title: Mayor, City of CHULA VISTA

IN WITNESS WHEREOF, the party hereto does affix her signature.

CITY OF LEMON GROVE
Council Approval

Date: 6/14/08

By Mary T Sessom
MARY TERESA SESSOM

Title: Mayor, City of LEMON GROVE

IN WITNESS WHEREOF, the party hereto does affix his/her signature.

Padre Dam Water District
District Council Approval

Date: _____

By _____
Print Name/Signature

Title: _____

Exhibit "A"
Participating Agency Agreement

PARTIES TO THE MARCH 7, 1995 AGREEMENT

1. Alpine Fire Protection District
2. Bonita-Sunnyside Fire Protection District
3. Borrego Springs Fire Protection District
4. City of Carlsbad
5. City of Del Mar
6. City of Encinitas
7. City of Imperial Beach
8. City of Lemon Grove
9. City of Poway
10. City of San Marcos
11. City of Solana Beach
12. City of Vista
13. California Department of Transportation, District 11
14. County of Imperial (all county and city public safety agencies, all territories)
15. County of San Diego (county public safety and service agencies)
16. Deer Springs Fire Protection District
17. East County Fire Protection District
18. Heartland Communications Dispatch Facility JPA
19. Julian - Cuyamaca Fire Protection District
20. Lakeside Fire Protection District
21. Lower Sweetwater Fire Protection District
22. North County Dispatch JPA
23. Pine Valley Fire Protection District
24. Rancho Santa Fe Fire Protection District
25. Rural Fire Protection District
26. San Miguel Consolidated Fire Protection District
27. Valley Center Fire Protection District

San Diego County - Imperial County

Regional Communications System

Exhibit "B"
Participating Agency Agreement

ESTIMATED AGENCY ONE-TIME COSTS
Combined Voice and Data Backbone

Jurisdiction	Number of Parcels*	Number of Benefit Units*	Per Cent of Total Benefit Units	Data One-Time $ Based on Benefit Unit % **	Voice One - Time $ Based on Benefit Unit %	Estimated Annual Cost Data ***	Estimated Annual Cost Voice ***
Unincorporated	178,479	1,124,170	31.28%	$2,498,528	$8,755,256	$300,874	$1,054,312
Carlsbad	34,851	203,725	5.67%	452,790	1,586,650	54,525	191,065
Del Mar	4,880	19,533	0.54%	43,413	152,127	5,228	18,319
Encinitas	19,785	158,735	4.42%	352,797	1,236,259	42,484	148,871
Imperial Beach	4,998	63,198	1.76%	140,461	492,198	16,914	59,271
Lemon Grove	6,940	65,225	1.81%	144,966	507,985	17,457	61,172
Poway	14,445	111,924	3.11%	248,757	871,686	29,955	104,969
San Marcos	12,876	118,743	3.30%	263,913	924,794	31,780	111,364
Solana Beach	12,900	47,666	1.33%	105,939	371,228	12,757	44,703
Vista	19,630	203,328	5.66%	451,907	1,583,558	54,419	190,693
Chula Vista	35,652	360,726	10.04%	801,733	2,809,405	96,545	338,310
Coronado	10,456	62,388	1.74%	138,661	485,890	16,698	58,511
El Cajon	17,918	240,260	6.68%	533,991	1,871,192	64,303	225,330
La Mesa	16,051	168,620	4.69%	374,767	1,313,246	45,130	158,142
National City	8,823	113,982	3.17%	253,331	887,714	30,506	106,899
Oceanside	48,610	406,690	11.32%	903,889	3,167,377	108,847	381,417
Santee	14,596	125,247	3.48%	278,368	975,448	33,521	117,464
TOTAL	*461,890*	*3,594,159*	*100%*	*$7,988,212*	*$27,992,013*	*$961,944*	*$3,370,811*

* Based on 1994 counts. Does not include Benefit Units for trailer parks in the cities. The approach still needs to be refined with the individual cities.

** Data One-time cost is for backbone only. It does not include agency integration costs.

*** Based on 8.5% annual percentage rate.

San Diego County - Imperial County
RCS
Regional Communications System

Exhibit "C"
Participating Agency Agreement

ESTIMATED COSTS OF AGENCY ENTERING SYSTEM AFTER MARCH 7, 1995
City of Santee

Number of Benefit Units 125,247

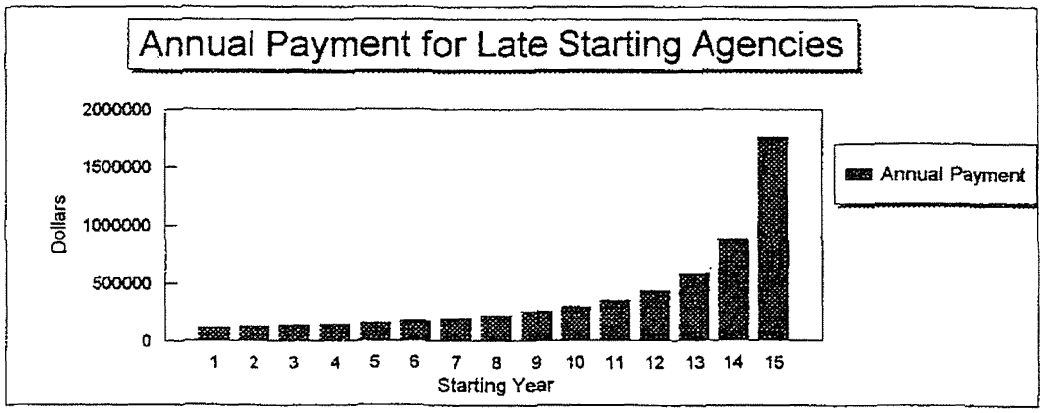
Percent of Total Benefit 3.48%

Financing Costs of One-Time Cost for 15 Years at 8.5% APR

Principal	Financing	Total	Annual Payment
$975,448	$786,510	$1,761,958	$117,464

Annual Payment if Join in Year

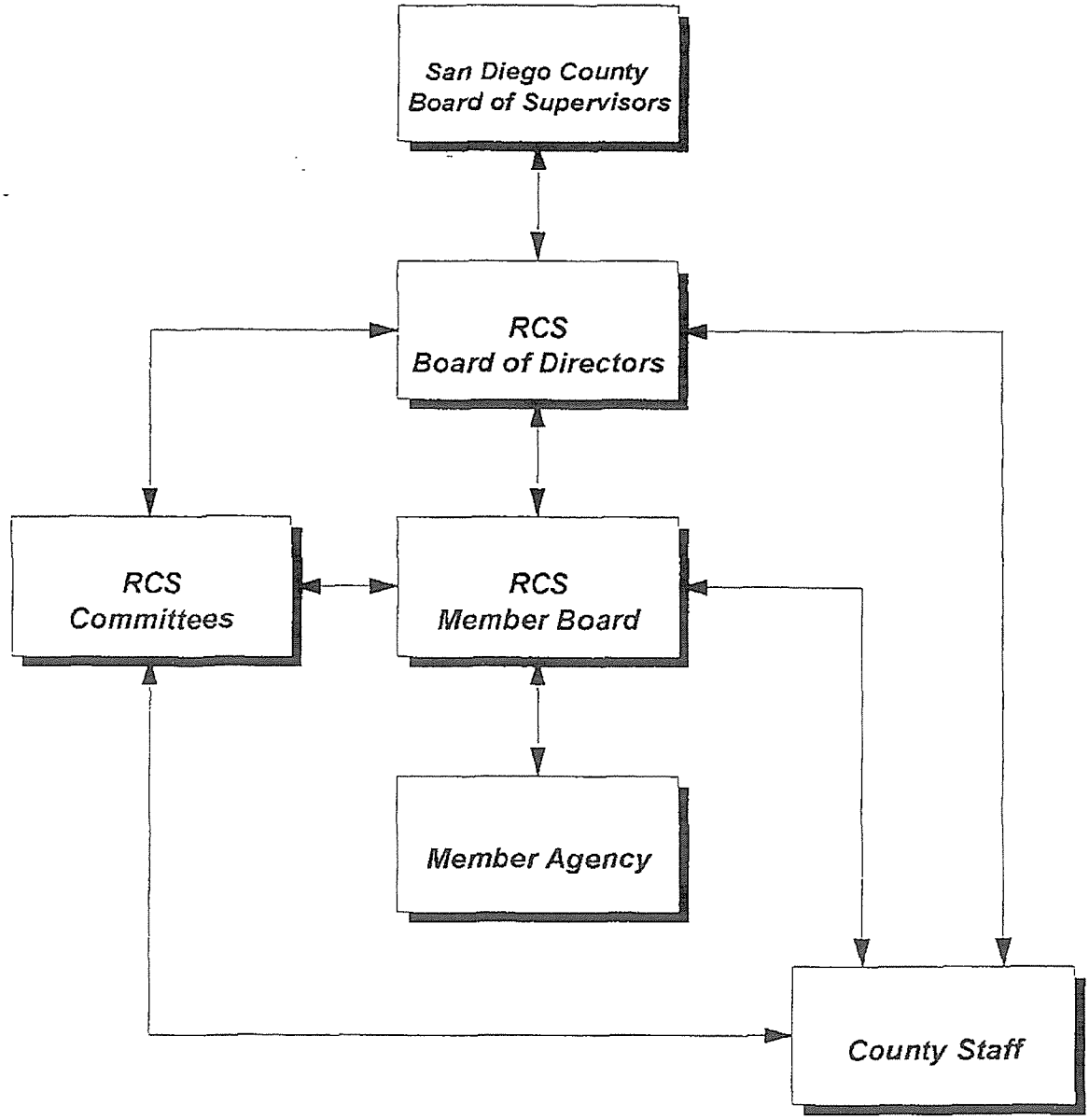
Year	Annual Payment
1	$117,464
2	$125,854
3	$135,535
4	$146,830
5	$160,178
6	$176,196
7	$195,773
8	$220,245
9	$251,708
10	$293,660
11	$352,392
12	$440,490
13	$587,319
14	$880,979
15	$1,761,958



San Diego County - Imperial County
RCS
Regional Communications System

Exhibit "D"
Participating Agency Agreement

GOVERNANCE STRUCTURE



Reporting Relationships,
Lines of Communication

Attachment B

San Diego County
Regional Communications System
5555 Overland Avenue, Bldg. 12, MS-O56, San Diego, California 92123
Phone (858) 694-3663 Fax (858) 694-3433
Web Page Address: http://www.co.san-diego.ca.us/rcs

Regional Communications System
Charges for FY 2002-2003

On March 20, 2002, the Regional Communications System Board of Directors, approved the following fiscal year 2002-2003 monthly charges per radio for participating member agencies:

1. Network Operating cost (NOC) charge per radio, per month for member agencies	$26.50
2. Member school districts charge per radio, per month including NOC	$32.85
3. Customer subscribers charge including news media per radio, per month including NOC	$67.22

Unanimously approved by the RCS Board of Directors on March 20, 2002.

TOM ZOLL, Assistant Sheriff
Chairman, Board of Directors
Regional Communications System

Board of Directors
SAN DIEGO COUNTY
Asst. Sheriff Tom Zoll, San Diego County Sheriff's Department (Chair) – Chief Darrell Jobes, East County Fire Protection District (Vice Chair)
Dan Eberle, Executive Director, San Diego County Office of Disaster Preparedness –
Dan Johnson, California Department of Transportation– Chief Erwin Willis, Rancho Santa Fe Fire Protection District-
Larry Jackman, Heartland Communications Facility Authority- Timothy Purvis, Poway Unified School District

ATTACHMENT C

City of Oceanside Costs to Join the RCS

	Sharing Percentage	Item Cost	Oceanside Cost	Cumulative Oceanside Cost	Initial Estimate
		$ -	$ -	$ -	$ -
Shared cost per 1995 agreement - $27,892,000		3,167,377			3,167,377
Lese total interest cost waived		-1,237,328			
Less payment for FCC frequencies		-400,000	2,767,377		
Annual payment based on 10 year financing @ 5.65%		369,788		3,697,880	
Necessary RCS Network enhancements					
North Cell 16th-17th Channels - $355,348					
Oceanside Cost (Based on radio count - 859)	61%	216,639	216,639	216,639	263,040
Camp Pendleton Cost (Based on radio count - 550)	39%	138,709			
Total Cost of North Cell 16th-17th Channels		355,348			
North Cell 18th-19th Channels - $303,448					
Oceanside cost of adding 18th - 19th North Cell channels	61%	184,998	184,998	401,636	216,749
Camp Pendleton cost of adding 18th - 19th North Cell channels	39%	118,450			
Total North Cell 18th-19th Channels		303,448			
Protected Microwave Sub-loop for Dispatch Centers - $380,282					
Oceanside Cost of Microwave Network Equipment	25%	288,460	72,115		
Oceanside Cost for Design Services	25%	13,200	3,300		
Oceanside cost for contingency (15%), sales tax and shipping (10%)	25%	78,602	19,651		
RCS Cost (For North County Dispatch JPA, Escondido Dispatch, Carlsbad Dispatch)	75%				
Total Protected Microwave Sub-loop for Dispatch Centers		380,262	95,066	496,702	95,066
Simulcast Site No. 8, 19 Channels (Motorola Estimate)		600,000	600,000	1,096,702	787,484
Microwave Cost for two hops (Motorola Estimate)		400,000	400,000		
Total Oceanside Initial Costs		$ 2,039,058	$ 1,496,702	$ 1,496,702	$ 1,362,339
Total Oceanside Costs			$ 4,264,079		$ 4,529,716

ASSUMPTIONS:

1. **The City of Oceanside will finance Simulcast Site 8 ($600,000 estimate) and the Microwave cost ($400,000 estimate) through Motorola.**
2. **The City of Oceanside will provide the County with $496,702 to make the remaining necessary RCS network changes.**
3. **The City of Oceanside will begin annual payments of $369,788 in February 2003.**

CITY OF OCEANSIDE
11.32% RCS MOA

Alternative Payment Options for Backbone Debt

Period	Year 1 [1]	Year 2 [2]	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
Initial MOA Budget	$3,167,377													
Discount for 800 MHz Frequency	$400,000													
Adjusted Total Due	$2,767,377	$2,767,377	$2,767,377	$2,767,377	$2,767,377	$2,767,377	$2,767,377	$2,767,377	$2,767,377	$2,767,377	$2,767,377	$2,767,377	$2,767,377	$2,767,377
Annual Payment		$1,502,030	$1,028,806	$792,250	$650,722	$556,607	$489,585	$439,494	$400,691	$369,788	$344,630	$323,780	$306,244	$291,310
96/97 (Interest Cost: $178,957)														
97/98 (Interest Cost: $189,068)														
98/99 (Interest Cost: $199,750)														
99/00 (Interest Cost: $211,038)														
00/01 (Interest Cost: $222,960)														
01/02 (Interest Cost: $235,557)														
02/03		$1,502,030	$1,028,806	$792,250	$650,722	$556,607	$489,585	$439,494	$400,691	$369,788	$344,630	$323,780	$306,244	$291,310
03/04		$1,502,030	$1,028,806	$792,250	$650,722	$556,607	$489,585	$439,494	$400,691	$369,788	$344,630	$323,780	$306,244	$291,310
04/05			$1,028,806	$792,250	$650,722	$556,607	$489,585	$439,494	$400,691	$369,788	$344,630	$323,780	$306,244	$291,310
05/06				$792,250	$650,722	$556,607	$489,585	$439,494	$400,691	$369,788	$344,630	$323,780	$306,244	$291,310
06/07					$650,722	$556,607	$489,585	$439,494	$400,691	$369,788	$344,630	$323,780	$306,244	$291,310
07/08						$556,607	$489,585	$439,494	$400,691	$369,788	$344,630	$323,780	$306,244	$291,310
08/09							$489,585	$439,494	$400,691	$369,788	$344,630	$323,780	$306,244	$291,310
09/10								$439,494	$400,691	$369,788	$344,630	$323,780	$306,244	$291,310
10/11									$400,691	$369,788	$344,630	$323,780	$306,244	$291,310
11/12										$369,788	$344,630	$323,780	$306,244	$291,310
12/13											$344,630	$323,780	$306,244	$291,310
13/14												$323,780	$306,244	$291,310
14/15													$306,244	$291,310
15/16														$291,310
Total	$2,767,377	$3,004,060	$3,085,817	$3,169,002	$3,253,612	$3,339,644	$3,427,092	$3,515,952	$3,606,217	$3,697,879	$3,790,931	$3,885,363	$3,981,168	$4,078,333

Total Interest Cost Waived is $1,237,328

ASSUMPTIONS:

Year 1[1]: Includes original MOA budget amount of $3,167,377 less adjustment for transfer of ownership of frequencies 864.1500 and 819.1500 from City of Oceanside to County of San Diego. Interest charges of $1,237,328 for six years since the loan inception will be waived by action of the Board of Supervisors.

Year2[2] - Year 14: Based on actual interest of 5.65%. Payments are calculated based on payment at the end of the period. Assumes the City of Oceanside will begin payments in FY 02/03 and retire the debt over a term of 2 to 14 years.

Annual payments are due in February and will be prefaced with an invoice. First payment due in February 2003.

Infrastructure cost applies to the RCS voice network only. The cost to use the RCS data network is $50 per month, per modem.

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 22159

LESSEE:

CITY OF OCEANSIDE
300 N. Coast Highway
Oceanside CA 92054

LESSOR:

Motorola, Inc.
21440 West Lake Cook Rd / 6th Floor
Deer Park, IL 60010

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.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor or its subsidiaries pursuant to contract (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 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 DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE 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 delivery 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 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 Equipment Location 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 nor defect therein nor unfitness or obsolescence thereof 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 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 the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

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 ten (10) days after the due date thereof; (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 twenty (20) days after written notice thereof by Lessor; (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.

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 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 23 day of May, 20 02.

LESSEE:

CITY OF OCEANSIDE

By: _____

Title: City Manager

LESSOR:

MOTOROLA, INC.

By: David A Klifort

Title: Authorized Signatory

OPINION OF COUNSEL

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

Duane E. Bennett

Attorney for CITY OF OCEANSIDE

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A Lease Number: **22159**

This Equipment Schedule dated as of _____ is being executed by MOTOROLA, INC. ("Lessor") and **CITY OF OCEANSIDE** (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **22159** dated as of _____ ("Lease"), between Lessor and Lessee.

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

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

Initial Term: 120 Months **Commencement Date:** **6/1/2002**
First Payment Due Date: **6/1/2003**

10 Annual Payments of $636,669.24 as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE: LESSOR:

CITY OF OCEANSIDE **Motorola, Inc.**

By: _____ By: _____

Title: city manager Title: Authorized Signatory

Line No.	Qty	Nomenclature	Item Description
Dispatch Center Console Equipment			
	CEB		
1	1	B1811 C	Gold Series 3 Card Cage CEB
2	1	K995AC	Two AIMIs
3	1	K206AF	Add: Battery backup to CEB
4	1	K206AE	Add: Battery backup to CEB
5	1	X643AE	AEB-CEB T1 XBUS - 2 T1s per AIMI
6	1	K837AC	ADD: Express Service Plus
7	1	B1850 B	Trunked Logging Recorder Interface (1-16 Track)
	Licenses		
8	1	B1827	Gold Series License Manager
9	12	X834AA	Upgrade to Conv. Channel (from Conv. A/B ver.)
10	5	X833AA	Upgrade to Elite Desktop (from Series II- CRT)
11	1	X285	Upgrade to SmartZone ASTRO VSELP/ASTRO CAI
12	1	B1873A	RS232 Board Upgrade
	Miscellaneous Options		
13	6	BKN6087	25-Pair CEB Cable 50
14	1	B1450	90in. Rack
15	1	BKN1001 500	Plenum 7 Pair Cable (500 feet)
16	1	B1813	Gold Series System Spares (COIM)
17	5	BLN6732	Dual Foot Switch
18	5	TMN1005C	Microphone, Desk Top, PL Code
19	1	B1852	CEB Spares Trunking Embassy
20	1	B1814	Gold CRT/Elite Op Spares
	SPs		
21	10	BLN1211B	HEADSET JACK W/ 13 FT CABLE
22	2	B1844A	B1844A - Spare Ambassador Board
23	2	BKN6175	BKN6175 - 25 FOOT, 25-PAIR AMB CABLE
	Workstation Computers and Network Equipment		
24	5	L3218	HP Desktop with 256MB RAM
25	2	NP3C8S400	S400 WAN Multi-Port Conversion Switch
26	2	CDN6224	1Snap-On-Plug, RJ-45 -- Pack of 10
27	1	CDN6222	10Base-T Plenum Cable, 500ft
28	1	CDN6392	Network Hub Superstack II 12 Port Hub 40
29	5	DQ18L8025Q	Monitor - Flat Screen, LCD 18 in., 28, 1280x1024
30	2	CDN6549	FlexWAN Cable V.35 DTE 10 3C89005
31	5	ZA00246AA	Windows 2000 Client
	On-Screen Call Check		
1-133	5	DDN6487A	Software Based Dual Call Check
1-215	5	CDN6673A	Labtec Pair of PC Speakers

	CEB Interface 800 MHz ASTRO Spectra W5 Control Stations		
1-127	1	DQDCP2602J	QUAD PANEL FOR SPECTRA W/ NO SPEAKE
1-177	3	D04UJF9SW5 N	W5 35W ASTRO DIGITAL SPECTRA PLUS
1-177a	3	G806	ENH: IMBE ASTRO DIGITAL
1-177b	3	G51	ENH:SMARTZONE OPERATION
1-177c	3	G114	ENH: DIGITAL ID DISPLAY
1-177d	3	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-177e	3	G799	ADD:PRINTED TEST RESULTS
1-178	1	D04UJF9SW5 N	W5 35W ASTRO DIGITAL SPECTRA PLUS
1-178a	1	G806	ENH: IMBE ASTRO DIGITAL
1-178b	1	G51	ENH:SMARTZONE OPERATION
1-178c	1	G114	ENH: DIGITAL ID DISPLAY
1-178d	1	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-178e	1	G799	ADD:PRINTED TEST RESULTS
	1	G159	ADD:ENCRYPTION UCM
1-178f	1	G625	ENH: DES/DES-XL/DES-OFB
	1	W969	ADD: MULTIKEY
	1	W797	ADD: DVP-XLX
1-179	4	TDN8958	1/4" CONN MINI UHF PLUG S FLEX
1-180	80	L1700	1/4" SUPERFLEX POLY JKT PER FOOT
1-181	4	TDN9714	1/4" CONN N PLUG S FLEX PLTD
1-182	4	RRX4042A	ISCT50HNMA COMBINERARRESTORFLANGE80
1-183	4	DSL4PNFRC	1/2" CONNECTOR N JACK LDF PLTD
1-184	400	L1705	1/2" LDF HELIAX POLY JKT PER FT
1-185	4	DSL4PNMRC	1/2" CONNECTOR N PLUG LDF PLTD
1-186	4	TDF6481	ANTENNA 800 OMNI NFE UNITY GAIN
1-187	12	TDN6673	1/2" CABLE GROUND CLAMP KIT
1-188	4	TDN6015	TIE WIRE KIT 20 PACK
1-189	4	TDN6670	CABLE TIES NYLON
1-129	1	DQIPS1260	INTEGRATED POWER SYSTEM, 12VDC, 60
1-130	1	DQDST20A	DISTRIBUTION PANEL (USES PBA PLUG-I
1-131	5	DQ40540561	PBA PLUG-IN BREAKER, 10 AMP (F
1-132	2	DQ40540560	PBA PLUG-IN BREAKER, 5 AMP (FO
1-176	1	THN1013	RACK 7.5' OPEN
1-173	1	DQ1211	CARD CAGE FOR 1233C MODEL
1-174	6	DQ1223C	TONE REMOTE ADAPTER CARD
1-175	6	DQTO23	AUDIO TRANSFORMER
	PD and Fire Backup 800 MHz ASTRO Spectra W7 Control Stations		
1-190	2	D04UJH9SW7 N	W7 35W ASTRO DIGITAL SPECTRA PLUS
1-190a	2	G806	ENH: IMBE ASTRO DIGITAL
1-190b	2	G51	ENH:SMARTZONE OPERATION
1-190c	2	G114	ENH: DIGITAL ID DISPLAY
1-190d	2	W665	ADD: CONTROL STATION OPERATION
1-190e	2	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-190f	2	G799	ADD:PRINTED TEST RESULTS
1-191	2	TDN8958	1/4" CONN MINI UHF PLUG S FLEX
1-192	100	L1700	1/4" SUPERFLEX POLY JKT PER FOOT
1-193	2	TDN9714	1/4" CONN N PLUG S FLEX PLTD
1-194	2	RRX4042A	ISCT50HNMA COMBINERARRESTORFLANGE80

1-195	2	DSL4PNFRC	1/2" CONNECTOR N JACK LDF PLTD
1-196	200	L1705	1/2" LDF HELIAX POLY JKT PER FT
1-197	2	DSL4PNMRC	1/2" CONNECTOR N PLUG LDF PLTD
1-198	2	TDF6481	ANTENNA 800 OMNI NFE UNITY GAIN
1-199	6	TDN6673	1/2" CABLE GROUND CLAMP KIT
1-200	2	TDN6015	TIE WIRE KIT 20 PACK
1-201	2	TDN6670	CABLE TIES NYLON
	Channel Bank and MOSCAD RTU (Microwave and Channel Bank monitoring)		
1-164	1	F6900	MOSCAD LESS RADIO
1-164a	1	V051	ALT: NEMA TO RACKMOUNT
1-164b	1	V369	ALT: REPLACE M.B. WITH 4CPU+4I/O
1-164c	1	V274	DEL: 120V 3A P.S.
1-164d	1	V425	ADD: CPU SERIES 400
1-164e	2	V345	ADD: ASYNC RS232 VIA PORT 3
1-164f	1	V380	ADD: 60DI MODULE
1-164g	1	V516	ADD: 16DO ML MODULE
1-164h	1	V440	RS485 CPU INTERCONNECT CABLE
1-164i	1	V184	CPU RS-232 MULTIPLEXER INTERFACE (1IN/4OUT)
1-165	1	CKN1027	60 DI CABLE FOR COMM MON
1-166	1	F5999ASP86281	CONVERTER 36-76 INPUT VOLTAGE
1-167	1	FHN5637	19" RACK PWR & RADIO CHAS-MOSC
1-168	1	FKN4774	CABLE P.S. TO RACKMOUNT MOTHERBOARD
	1	F5999ASP86391	19" RACK PANEL JUNCTION BOX FOR 8 RS485
1-152	1	DSPREM891830	UNIVERSAL ENCLOSURE TENSR 800
1-153	2	DSPREM8902	DC POWER SUPPLY 48 VDC
1-154	2	DSPREM880160	CPU 8 T1 E1 CROSS CONNT
1-155	1	DSPREM8906	48 VDC RING GENERATOR USE 890620
1-156	1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM
1-157	1	DSPREM801060	DUAL T1 E1 WAN CARD
1-158	1	DSPREM801460	DUAL T1 E1 WAN CARD WITH RELAYS
1-159	4	DSPREM81130	DSX CEPT PLUG IN MODULE
1-160	1	DSPREM821260	2 PORT V 35 HSU CARD WITH DB25F
1-161	1	DSPREM811960	8 PORT 4W E M TO EXT RANGE CRD
1-162	1	DSPREM812960	8 PORT 2W FXS MRD DPT 600 OHMM
1-163	1	DSPREM822061	10 PORT RS232C SRU
1-216	2	DQMPPCXZXH2	T1 / E1 PANEL
1-217	1	DQMPPCXZXH3	4 WIRE E&M INTERFACE PANEL
	800 MHz ASTRO Spectra W7 Control Stations		
1-128	4	DQDCP2602A	SPECTRA IN 5 1-4X19 WITH SPEAKER
1-202	4	D04UJH9SW7 N	W7 35W ASTRO DIGITAL SPECTRA PLUS
1-202a	4	G806	ENH: IMBE ASTRO DIGITAL
1-202b	4	G51	ENH:SMARTZONE OPERATION
1-202c	4	G114	ENH: DIGITAL ID DISPLAY
1-202d	4	W665	ADD: CONTROL STATION OPERATION
1-202e	4	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-202f	4	G799	ADD:PRINTED TEST RESULTS
1-203	1	D04UJH9SW7 N	W7 35W ASTRO DIGITAL SPECTRA PLUS
1-203a	1	G806	ENH: IMBE ASTRO DIGITAL

1-203b	1	G51	ENH:SMARTZONE OPERATION
1-203c	1	G114	ENH: DIGITAL ID DISPLAY
1-203d	1	W665	ADD: CONTROL STATION OPERATION
1-203e	1	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-203f	1	G799	ADD:PRINTED TEST RESULTS
	1	G159	ADD:ENCRYPTION UCM
1-203g	1	G625	ENH: DES/DES-XL/DES-OFB
	1	W969	ADD: MULTIKEY
	1	W797	ADD: DVP-XLX
1-204	5	TDN8958	1/4" CONN MINI UHF PLUG S FLEX
1-205	500	L1700	1/4" SUPERFLEX POLY JKT PER FOOT
1-206	5	TDN9714	1/4" CONN N PLUG S FLEX PLTD
1-207	5	RRX4042A	ISCT50HNMA COMBINERARRESTORFLANGE80
1-208	5	DSL4PNFRC	1/2" CONNECTOR N JACK LDF PLTD
1-209	500	L1705	1/2" LDF HELIAX POLY JKT PER FT
1-210	5	DSL4PNMRC	1/2" CONNECTOR N PLUG LDF PLTD
1-211	5	TDF6481	ANTENNA 800 OMNI NFE UNITY GAIN
1-212	15	TDN6673	1/2" CABLE GROUND CLAMP KIT
1-213	5	TDN6015	TIE WIRE KIT 20 PACK
1-214	5	TDN6670	CABLE TIES NYLON
			Oceanside Dispatch Total
RF Site Equipment			
	Comparator		
1-34	17	CLN1493	FRU WIRELINE BD COMP. CAI FC
1-35	17	CLN1163	FRU V 24 WITH RJ48
1-54	2	DQMPPCXZXH2	T1 / E1 PANEL
1-56	2	DQMPPCXZXH4	DSM2 INTERFACE PANEL
	MOSCAD Fault Management Equipment, Licensing, and Programming		
1-48	1	F6977	MOSCAD ACCESSORY
1-48a	3	V184	ADD: RS232 MULTIPLEXER
	1	F6936	*MOSCAD SERIES 400 CPU. 256K RAM 1280K FLASH*
	1	V345	ADD ASYNC RS232 INTERFACE
1-49	1	F5999ASP86391	19" CHAS FOR 8 MUX UNITS
	T-Bar A/B Switch		
1-117	1	DS58104	SWITCH MODULE A B ONLY
	Channel Bank (Broadcast)		
1-3	1	DSPREM891830	UNIVERSAL ENCLOSURE TENSR 800
1-4	2	DSPREM880360	CPU 8 T1 E1 BCAST CROSS CONN
1-5	2	DSPREM8902	DC POWER SUPPLY 48 VDC
1-6	1	DSPREM892360	8T1 E1 IF CARD 128K WITH MODEM
1-7	2	DSPREM822061	10 PORT RS232C SRU
1-8	5	DSPREM816460	4 PORT 4W DSM CARD

1-9	2	DSPREM801060	DUAL T1 E1 WAN CARD
1-10	1	DSPREM801460	DUAL T1 E1 WAN CARD WITH RELAYS
1-11	6	DSPREM81130	DSX CEPT PLUG IN MODULE
			Lake San Marcos Subtotal Costs:
	Black Box Quantar Remote Accessory		
1-57	1	DQSW056A	CODE OPERATED DATA SWITCH
1-58	1	DQSW057A	CODE OPERATED DATA SWITCH EXP
1-59	2	DQRM056	COS RACK MOUNT
1-119	17	DQECN25C0025MM	CABLE RS232 25FT
	Modular Time and Frequency Distribution		
1-36	1	DSSBB5A1B	MFTS STANDARD SHELF CONFIG AC POWER
1-37	1	DSDBBB	MFTD STANDARD SHELF CONFIG AC POWER
1-38	5	DSMFTSMBF05	4 PORT 5MHZ SINE MODULE
1-39	6	DSMFTSMDP	4 PORT 1PPS TIMING MODULE
	MOSCAD Fault Management		
1-40	1	F6900	MOSCAD LESS RADIO
1-40a	1	V051	ALT: NEMA TO RACKMOUNT
1-40b	1	V274	DEL: 120V 3A P.S.
1-40c	1	V369	ALT: REPLACE M.B. WITH 4CPU+4I/O
1-40d	2	V425	ADD: CPU SERIES 400
1-40e	3	V345	ADD: ASYNC RS232 VIA PORT 3
1-40f	1	V380	ADD: 60DI MODULE
1-40g	1	V516	ADD: 16DO ML MODULE
1-40h	1	V449	ADD: 1.2MB RAM
1-40i	3	V440	ADD: RS485 3 METER CABLE
1-40j	1	V186	ADD: RS485 JUNCTION BOX
1-40k	1	V184	ADD: RS232 MULTIPLEXER
1-41	1	CKN1027	60 DI CABLE FOR COMM MON
1-42	1	F5999ASP86391	19" CHAS FOR 8 MUX UNITS
1-43	1	F5999ASP86281	CONVERTER 36-76 INPUT VOLTAGE
1-44	1	FHN5637	19" RACK PWR & RADIO CHAS-MOSC
1-45	1	FKN4774	CABLE P.S. TO RACKMOUNT MOTHERBOARD
			Subtotal
	MOSCAD FM programming		
1-46	1	SPQ34BCA0161	GMC DATA BASE GRAPHICS PROGRAMMING
1-46a	4	V511BCSP	ADD: SFWR LIC FOR PREM ALARM
1-46b	3	V511BLSP	ADD: SFWR LIC FOR HARRIS MW
1-46c	4	V511BJSP	ADD: SFWR LIC FOR I/O MODULE
1-47	1	SPQ34BCA0163	RTU APPLICATION PROGRAMMING
1-47a	4	V511DCSP	ADD: SFWR LIC FOR PREM ALARM
1-47b	4	V511DDSP	ADD: SFWR LIC FOR PREM CONFIG
1-47c	4	V511DJSP	ADD: SFWR LIC FOR I/O MODULE
1-169	4	SPQ34BCA0101	DATA ENGLISH SVC IN HOUSE 1 DAY

			Subtotal
	RF Equipment		
1-2	17	C99ED	QUANTAR/QUANTRO FAMILY
1-2a	17	001C	QUANTAR STATION
1-2b	17	X750	ADD: 800 MHZ BAND RX 806-825 MHZ/TX
1-2c	17	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR
1-2d	17	X888	ADD: GPS SIMULCAST
1-2e	17	X889	ADD: ASTRO W/L INTFC V.24
1-2f	17	X287	DEL: FUNCTIONAL MANUAL
1-2g	14	X153	ADD: HARDWARE, RACKMOUNT
1-2h	3	X882	ADD: 7.5' OPEN RACK-QUANTAR, 48RU
1-84	1	DQSRL480N1DT2	ANTENNA WITH 2 DEGREE DOWNTILT 806-
1-71	1	RRX4042A	ISCT50HNMA COMBINERARRESTORFLANGE80
1-61	17	DS1080466	N RIGHT ANGLE MALE FEMALE U27DU
1-62	17	TDN9714	1/4" CONN N PLUG S FLEX PLTD
1-63	170	L1700	1/4" SUPERFLEX POLY JKT PER FOOT
1-64	17	TDN9715	1/4" CONN BNC PLUG S FLEX PLTD
1-68	1	TDN8816	1/2" CONNECTOR R A N PLUG LDF PLTD
1-69	30	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
1-70	1	CDN6579	1/2" N MALE PLATED S FLEX
1-72	3	TDN6674	7/8" CABLE GROUND CLAMP KIT
1-73	1	TDN9580	7/8" CABLE BOOT FOR WALL ROOF PLATE
1-74	2	TDN6950	ADAPTER ANGLE IRON MOUNTING 10 PK
1-75	2	TDN7752	HARDWARE KIT 10PK SS BOLTS
1-76	2	MDN6817	7/8" CABLE HANGER STAINLESS
1-77	1	TDN6672	7/8" CABLE HOISTING GRIP
1-78	1	DSL5PNFRPC	7/8" CONNECTOR N JACK PLATED
1-79	100	L1709	7/8" LDF HELIAX POLY JKT PER FOOT
1-80	1	DSL5PNFRPC	7/8" CONNECTOR N JACK PLATED
1-81	1	DSL4PNMRC	1/2" CONNECTOR N PLUG LDF PLTD
1-82	6	L1705	1/2" LDF HELIAX POLY JKT PER FT
1-83	1	DSL4PNMRC	1/2" CONNECTOR N PLUG LDF PLTD
1-65	1	DQ4286A01230R1	32 PORT QUADRATURE RX MULTICOUPLER
1-66	7	TDN8655A	TERMINATION 50 OHM
1-67	1	DQ848505	30 db sampler
1-94	3	DQDB8820A350	SGL TX ALARM MONITOR 350 WATT
1-95	3	DQDB8820RACK	RACK ASSEMBLY
1-96	3	DSDB8882A350	BIDIRECTIONAL SENSOR
1-97	3	DSL44M	1/2" LC MALE CONNECTOR
1-60	4	BLN6200	AC POWER STRIP, 6 OUTLET
1-115	3	DQSRL480N1DT2	ANTENNA WITH 2 DEGREE DOWNTILT 806-
1-103	3	RRX4042A	ISCT50HNMA COMBINERARRESTORFLANGE80
1-88	1	DSWIJD86108S71F	COMB WAV-G 851-869 8 CH 1/16 ANT, 1
1-88	1	DSWIJD86108S71F	COMB WAV-G 851-869 8 CH 1/16 ANT, 1
1-89	1	DSWIJD86106SN1F	COMB WAV-G 851-869 6CH N ANT, 150 K
1-85	17	TDN8816	1/2" CONNECTOR R A N PLUG LDF PLTD
1-86	170	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
1-87	17	TDN8816	1/2" CONNECTOR R A N PLUG LDF PLTD
1-90	2	DSL4PNMRC	1/2" CONNECTOR N PLUG LDF PLTD
1-91	1	DSL4PDMRC	f4pdm 7/16din male conn solder
1-92	3	L1705	1/2" LDF HELIAX POLY JKT PER FT
1-93	3	DSL4PNFRC	1/2" CONNECTOR N JACK LDF PLTD

1-100	3	DSL4PNMRC	1/2" CONNECTOR N PLUG LDF PLTD
1-101	90	L1705	1/2" LDF HELIAX POLY JKT PER FT
1-102	3	DSL4PNMRC	1/2" CONNECTOR N PLUG LDF PLTD
1-104	3	DSL5PNFRPC	7/8" CONNECTOR N JACK PLATED
1-105	4	TDN6674	7/8" CABLE GROUND CLAMP KIT
1-106	3	TDN9580	7/8" CABLE BOOT FOR WALL ROOF PLATE
1-107	6	TDN7752	HARDWARE KIT 10PK SS BOLTS
1-108	6	MDN6817	7/8" CABLE HANGER STAINLESS
1-109	3	TDN6672	7/8" CABLE HOISTING GRIP
1-110	300	L1709	7/8" LDF HELIAX POLY JKT PER FOOT
1-111	3	DSL5PNFRPC	7/8" CONNECTOR N JACK PLATED
1-112	3	DSL4PNMRC	1/2" CONNECTOR N PLUG LDF PLTD
1-113	18	L1705	1/2" LDF HELIAX POLY JKT PER FT
1-114	3	DSL4PNMRC	1/2" CONNECTOR N PLUG LDF PLTD
	Remote Site Controller		
1-1	1	SQM01SUM0067	MTC 3600 SZ RESC
1-1c	1	D179CE	ADD: MTC 3600 SIMUL REM SPARES
1-1d	1	D392AN	ADD: 14 CHANNELS (21CH CTY)
1-1e	1	D275AK	ADD: REDUNDANT POWER SUPPLY
1-118	17	TKN9253	CABLE RJ45 DB25-FEMALE STRAIGHT 25'
1-52	1	DQ091401BCAISO	UPS 18KVA 240VAC
	Channel Banks (Site Audio T1 Multiplexing Equipment)		
1-12	1	DSPREM891830	UNIVERSAL ENCLOSURE TENSR 800
1-13	2	DSPREM880160	CPU 8 T1 E1 CROSS CONNT
1-14	2	DSPREM8902	DC POWER SUPPLY 48 VDC
1-15	1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM
1-16	2	DSPREM822061	10 PORT RS232C SRU
1-17	5	DSPREM816460	4 PORT 4W DSM CARD
1-18	1	DSPREM801060	DUAL T1 E1 WAN CARD
1-19	1	DSPREM801460	DUAL T1 E1 WAN CARD WITH RELAYS
1-20	4	DSPREM81130	DSX CEPT PLUG IN MODULE
1-21	1	DSPREM891830	UNIVERSAL ENCLOSURE TENSR 800
1-22	2	DSPREM880160	CPU 8 T1 E1 CROSS CONNT
1-23	2	DSPREM8902	DC POWER SUPPLY 48 VDC
1-24	1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM
1-25	1	DSPREM822061	10 PORT RS232C SRU
1-26	1	DSPREM811960	8 PORT 4W E M TO EXT RANGE CRD
1-27	1	DSPREM810860	8 PORT 2W E M TO CARD
1-28	1	DSPREM812960	8 PORT 2W FXS MRD DPT 600 OHMM
1-29	1	DSPREM821260	2 PORT V 35 HSU CARD WITH DB25F
1-30	1	DSPREM8906	48 VDC RING GENERATOR USE 890620
1-31	1	DSPREM801060	DUAL T1 E1 WAN CARD
1-32	1	DSPREM801460	DUAL T1 E1 WAN CARD WITH RELAYS
1-33	4	DSPREM81130	DSX CEPT PLUG IN MODULE
1-53	2	DQMPPCXZXH2	T1 / E1 PANEL
1-55	1	DQMPPCXZXH4	DSM2 INTERFACE PANEL

			Abby North Simulcast 8th Site
			RF Site Total Costs:
e Radio Equipment			
1-12	1	DQMWOCEANSIDEAD	Microwave sections 1.1-1.5, 6.1, & lines 5.101-5.102
1-13	1	DQMWOCEANSIDERF	Microwave sections 3.2-4.0 & lines 5.103-5.105
1-14	1	DQMWOCEANSIDECG	Microwave section 4.1
1-15	1	T	Microwave section 4.2
			Microwave Equipment Total
Subscribers			
	Control Staions		
1-350	1	M01HX	MCS2000 HIGH SPEC MOBILE
1-350a	1	822W	800MHZ 10-15W II
1-350b	1	H38	ENH: SFWR SMARTZONE SYSTEM
1-350c	1	H260	ENH: 250 MODE CAPABILITY (MODEL II
1-350d	1	B665	ADD: CONTROL STATION OPERATION 12-
1-350e	1	G325	DEL: ANTENNA NOT REQUIRED
1-350f	1	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-351	1	TDN8958	1/4" CONN MINI UHF MALE S FLEX
1-352	50	L1700	1/4" SUPERFLEX POLY JKT PER FOOT
1-353	1	TDN9714	1/4" CONN N MALE S FLEX PLTD
1-354	1	RRX4042A	ISCT50HNMA COMBINERARRESTORFLANGE80
1-355	1	OSL4PNFRC	1/2" N FEMALE RING FLARE CONN
1-356	100	L1705	1/2" LDF HELIAX POLY JKT PER FT
1-357	1	DSL4PNMRC	1/2" N MALE RING FLARE CONN
1-358	1	TDF6481	ANTENNA 800 OMNI NFE UNITY GAIN
1-359	3	TDN6673	1/2" CABLE GROUND CLAMP KIT
1-360	1	TDN6015	TIE WIRE KIT 20 PACK
1-361	1	TDN6670	CABLE TIES NYLON
	Portables		
1-347	9	H46UCF9PW6 N	PORTABLE ASTRO DIGITAL XTS 2500 764
1-347a	9	Q575	ENH: SOFTWARE TRUNKING 3600BAUD LIM
1-347b	9	H885	ENH: EXPRESS SERVICE PLUS - YEAR 3
1-348	9	NTN9815	BATTERY, ULTRA HIGH CAPACITY NICAD,
1-349	9	NTN1667	CHARGER 110V US TRI CHEMISTRY
			Building Subscriber Subtotal
	Control Staions		
1-366	1	M01HX	MCS2000 HIGH SPEC MOBILE
1-366a	1	822W	800MHZ 10-15W II
1-366b	1	H38	ENH: SFWR SMARTZONE SYSTEM
1-366c	1	H260	ENH: 250 MODE CAPABILITY (MODEL II
1-366d	1	B665	ADD: CONTROL STATION OPERATION 12-

1-366e	1	G325	DEL: ANTENNA NOT REQUIRED
1-366f	1	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-367	1	TDN8958	1/4" CONN MINI UHF MALE S FLEX
1-368	50	L1700	1/4" SUPERFLEX POLY JKT PER FOOT
1-369	1	TDN9714	1/4" CONN N MALE S FLEX PLTD
1-370	1	RRX4042A	ISCT50HNMA COMBINERARRESTORFLANGE80
1-371	1	DSL4PNFRC	1/2" N FEMALE RING FLARE CONN
1-372	100	L1705	1/2" LDF HELIAX POLY JKT PER FT
1-373	1	DSL4PNMRC	1/2" N MALE RING FLARE CONN
1-374	1	TDF6481	ANTENNA 800 OMNI NFE UNITY GAIN
1-375	3	TDN6673	1/2" CABLE GROUND CLAMP KIT
1-376	1	TDN6015	TIE WIRE KIT 20 PACK
1-377	1	TDN6670	CABLE TIES NYLON
1-362	11	H46UCF9PW6 N	PORTABLE ASTRO DIGITAL XTS 2500 764
1-362a	11	Q575	ENH: SOFTWARE TRUNKING 3600BAUD LIM
1-362b	11	H885	ENH: EXPRESS SERVICE PLUS - YEAR 3
1-363	11	NTN9815	BATTERY, ULTRA HIGH CAPACITY NICAD,
1-364	6	NTN1667	CHARGER 110V US TRI CHEMISTRY
1-365	5	NTN1177	CHARGER, 110V MULTI UNIT RAPID
			Code Enforcement Subscriber Subtotal
	Mobiles		
1-227	29	T04UJH9SW9 N	W9 35W ASTRO DIGITAL SPECTRA PLUS
1-227a	29	G806	ENH: IMBE ASTRO DIGITAL
1-227b	29	G51	ENH:SMARTZONE OPERATION
1-227c	29	G114	ENH: DIGITAL ID DISPLAY
1-227d	29	W355	ADD: STATUS MESSAGE 8 MESSAGES
1-227e	29	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-227f	29	G799	ADD:PRINTED TEST RESULTS
	Portables		
1-229	48	H18UCH9PW7 N	PORTABLE ASTRO DIGITAL XTS5000 764-
1-229a	48	Q806	ADD: SOFTWARE ASTRO DIGITAL CAI OPE
1-229b	48	H14	ENH: ENHANCED DIGITAL ID DISPLAY
1-229c	48	H38	ADD: SMARTZONE SYSTEM SOFTWARE
1-229d	48	Q186	ALT: BATTERY NIMH 1800MAH (NTN8923)
1-229e	48	H885	ENH: EXPRESS SERVICE PLUS - YEAR 3
1-234	48	NTN8923	BATTERY NIMH, 1800MAH (-20C)
1-236	48	NMN6193	REMOTE SPEAKER MICROPHONE
1-378	35	NTN1667	CHARGER 110V US TRI CHEMISTRY
1-379	1	NTN1177	CHARGER, 110V MULTI UNIT RAPID
	Control Stations		
1-380	11	D04UJH9SW7 N	W7 35W ASTRO DIGITAL SPECTRA PLUS

1-380a	11	G806	ENH: IMBE ASTRO DIGITAL
1-380b	11	G51	ENH:SMARTZONE OPERATION
1-380c	11	G114	ENH: DIGITAL ID DISPLAY
1-380d	11	W665	ADD: CONTROL STATION OPERATION
1-380e	11	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-380f	11	G799	ADD:PRINTED TEST RESULTS
1-381	550	L1700	1/4" SUPERFLEX POLY JKT PER FOOT
1-382	11	TDN9714	1/4" CONN N MALE S FLEX PLTD
1-383	11	RRX4042A	ISCT50HNMA COMBINERARRESTORFLANGE80
1-384	11	DSL4PNFRC	1/2" N FEMALE RING FLARE CONN
1-385	1100	L1705	1/2" LDF HELIAX POLY JKT PER FT
1-386	11	DSL4PNMRC	1/2" N MALE RING FLARE CONN
1-387	11	TDF6481	ANTENNA 800 OMNI NFE UNITY GAIN
1-388	33	TDN6673	1/2" CABLE GROUND CLAMP KIT
1-389	11	TDN6015	TIE WIRE KIT 20 PACK
1-390	11	TDN6670	CABLE TIES NYLON
			Fire Subscriber Subtotal:
	Control Stations		
1-237	5	D04UJH9SW7 N	W7 35W ASTRO DIGITAL SPECTRA PLUS
1-237a	5	G806	ENH: IMBE ASTRO DIGITAL
1-237b	5	G51	ENH:SMARTZONE OPERATION
1-237c	5	G114	ENH: DIGITAL ID DISPLAY
1-237d	5	W665	ADD: CONTROL STATION OPERATION
1-237e	5	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-237f	5	G799	ADD:PRINTED TEST RESULTS
1-391	250	L1700	1/4" SUPERFLEX POLY JKT PER FOOT
1-392	5	TDN9714	1/4" CONN N MALE S FLEX PLTD
1-393	5	RRX4042A	ISCT50HNMA COMBINERARRESTORFLANGE80
1-394	5	DSL4PNFRC	1/2" N FEMALE RING FLARE CONN
1-395	500	L1705	1/2" LDF HELIAX POLY JKT PER FT
1-396	5	DSL4PNMRC	1/2" N MALE RING FLARE CONN
1-397	5	TDF6481	ANTENNA 800 OMNI NFE UNITY GAIN
1-398	15	TDN6673	1/2" CABLE GROUND CLAMP KIT
1-399	5	TDN6015	TIE WIRE KIT 20 PACK
1-400	5	TDN6670	CABLE TIES NYLON
	Mobiles		
1-238	22	D04UJH9SW7 N	W7 35W ASTRO DIGITAL SPECTRA PLUS
1-238a	22	G806	ENH: IMBE ASTRO DIGITAL
1-238b	22	G51	ENH:SMARTZONE OPERATION
1-238c	22	G114	ENH: DIGITAL ID DISPLAY
1-238e	22	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-238f	22	G799	ADD:PRINTED TEST RESULTS

	Portables Radios		
1-240	34	H18UCH9PW7 N	PORTABLE ASTRO DIGITAL XTS5000 764-
1-240a	34	Q806	ADD: SOFTWARE ASTRO DIGITAL CAI OPE
1-240b	34	H14	ENH: ENHANCED DIGITAL ID DISPLAY
1-240c	34	H38	ADD: SMARTZONE SYSTEM SOFTWARE
1-240d	34	Q186	ALT: BATTERY NIMH 1800MAH (NTN8923)
1-240e	34	H885	ENH: EXPRESS SERVICE PLUS - YEAR 3
1-240f	34	H635XX	xts5000 discount promo
1-245	34	NTN8923	BATTERY NIMH, 1800MAH (-20C)
1-247	34	NMN6193	REMOTE SPEAKER MICROPHONE
1-401	26	NTN1667	CHARGER 110V US TRI CHEMISTRY
1-402	6	NTN1177	CHARGER, 110V MULTI UNIT RAPID
1-403	21	H46UCF9PW6 N	PORTABLE ASTRO DIGITAL XTS 2500 764
1-403a	21	Q575	ENH: SOFTWARE TRUNKING 3600BAUD LIM
1-403b	21	H885	ENH: EXPRESS SERVICE PLUS - YEAR 3
1-404	21	NTN9815	BATTERY, ULTRA HIGH CAPACITY NICAD,
1-405	19	NTN4273	CASE SWIVEL
			Harbor Subscriber Subtotal:
	Mobiles		
1-252	106	T04UJH9SW9 N	W9 35W ASTRO DIGITAL SPECTRA PLUS
1-252a	106	G806	ENH: IMBE ASTRO DIGITAL
1-252b	106	G51	ENH:SMARTZONE OPERATION
1-252c	106	G114	ENH: DIGITAL ID DISPLAY
1-252d	106	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-252e	106	G799	ADD:PRINTED TEST RESULTS
1-252f	106	W599	ADD: 8 MODE DIRECT ENTRY
	17	G159	ADD: ENCRYPTION UCM
	17	G625	ENH: DES/DES-XL/DES-OFB
	17	W969	ADD: MULTIKEY
	17	W797	ADD: DVP-XLX
	Motorcycle Radios		
1-257	7	M04UGH9SW7 N	W7 15W ASTRO DIGITAL SPECTRA PLUS
1-257a	7	G806	ENH: IMBE ASTRO DIGITAL
1-257b	7	G51	ENH:SMARTZONE OPERATION
1-257c	7	G114	ENH: DIGITAL ID DISPLAY
1-257d	7	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-257e	7	W15	ADD: HOUSING WEATHERPROOF BLACK
	Portables		
1-258	217	H18UCH9PW7 N	PORTABLE ASTRO DIGITAL XTS5000 764-
1-258a	217	Q806	ADD: SOFTWARE ASTRO DIGITAL CAI OPE
1-258b	217	H14	ENH: ENHANCED DIGITAL ID DISPLAY
1-258c	217	H38	ADD: SMARTZONE SYSTEM SOFTWARE

1-258d	217	Q186	ALT: BATTERY NIMH 1800MAH (NTN8923)
1-258e	217	H885	ENH: EXPRESS SERVICE PLUS - YEAR 3
	36	Q159	ADD: ENCRYPTION UCM
	36	Q625	ENH: DES/DES-XL/DES-OFB
	36	H869	ADD: MULTIKEY
	36	H797	ADD: DVP-XLX
1-280	217	NTN8923	BATTERY NIMH, 1800MAH (-20C)
1-281	217	NMN6193	REMOTE SPEAKER MICROPHONE
1-288	100	NTN1667	CHARGER 110V US TRI CHEMISTRY
1-289	20	NTN4796	CHARGER DESKTOP MULTIUNIT 117V
	XTVA		
1-406	6	N1799	VEHICULAR ADAPTER, IMBE CLOSED FACE
1-406a	6	Q147	ADD: AUDIO PA AND SPEAKER WITH CABL
1-406b	6	Q229	ALT: MICROPHONE HAND HELD CONTROL H
1-407	6	NTN8270	TOOL WRENCH FOR RF ADAPTOR
1-408	6	NTN8327	RF ADAPTER
1-409	6	NLF1258	800 MHZ RFPA (806-870 MHZ) 15W
1-410	6	RRA4983	ANTENNA, 800MHZ (806-900MHZ) 3DB RO
			Police Subscriber Subtotal:
	Control Stations		
1-411	2	D04UJH9SW7 N	W7 35W ASTRO DIGITAL SPECTRA PLUS
1-411a	2	G806	ENH: IMBE ASTRO DIGITAL
1-411b	2	G51	ENH:SMARTZONE OPERATION
1-411c	2	G114	ENH: DIGITAL ID DISPLAY
1-411d	2	W665	ADD: CONTROL STATION OPERATION
1-411e	2	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-411f	2	G799	ADD:PRINTED TEST RESULTS
1-215	2	TDN8958	1/4" CONN MINI UHF PLUG S FLEX
1-216	100	L1700	1/4" SUPERFLEX POLY JKT PER FOOT
1-217	2	TDN9714	1/4" CONN N PLUG S FLEX PLTD
1-218	2	RRX4042A	ISCT50HNMA COMBINERARRESTORFLANGE80
1-219	2	DSL4PNFRC	1/2" N FEMALE RING FLARE CONN
1-220	200	L1705	1/2" LDF HELIAX POLY JKT PER FT
1-221	2	DSL4PNMRC	1/2" N MALE RING FLARE CONN
1-222	2	TDF6481	ANTENNA 800 OMNI NFE UNITY GAIN
1-223	6	TDN6673	1/2" CABLE GROUND CLAMP KIT
1-224	2	TDN6015	TIE WIRE KIT 20 PACK
1-225	2	TDN6670	CABLE TIES NYLON
1-468	4	M01HX	MCS2000 HIGH SPEC MOBILE
1-468a	4	822W	800MHZ 10-15W II
1-468b	4	H38	ENH: SFWR SMARTZONE SYSTEM
1-468c	4	H260	ENH: 250 MODE CAPABILITY (MODEL II
1-468d	4	B665	ADD: CONTROL STATION OPERATION 12-
1-468e	4	G325	DEL: ANTENNA NOT REQUIRED
1-468f	4	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-469	4	TDN8958	1/4" CONN MINI UHF MALE S FLEX

1-470	200	L1700	1/4" SUPERFLEX POLY JKT PER FOOT
1-471	4	TDN9714	1/4" CONN N MALE S FLEX PLTD
1-472	4	RRX4042A	ISCT50HNMA COMBINERARRESTORFLANGE80
1-473	4	DSL4PNFRC	1/2" N FEMALE RING FLARE CONN
1-474	400	L1705	1/2" LDF HELIAX POLY JKT PER FT
1-475	4	DSL4PNMRC	1/2" N MALE RING FLARE CONN
1-476	4	TDF6481	ANTENNA 800 OMNI NFE UNITY GAIN
1-477	12	TDN6673	1/2" CABLE GROUND CLAMP KIT
1-478	4	TDN6015	TIE WIRE KIT 20 PACK
1-479	4	TDN6670	CABLE TIES NYLON
	Mobiles		
1-412	74	M01HX	MCS2000 HIGH SPEC MOBILE
1-412a	74	822W	800MHZ 10-15W II
1-412b	74	H38	ENH: SFWR SMARTZONE SYSTEM
1-412c	74	H260	ENH: 250 MODE CAPABILITY (MODEL II
1-412d	74	B654	ALT: REMOTE MOUNT WITH 17' (5M) CON
1-412e	74	G310	ADD: SPEAKER EXTERNAL 13W WATER RES
1-412f	74	B123	ADD: ANTENNA, 800MHZ (806-900MHZ) 3
1-412g	74	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-183	74	HKN6128	IGNITION SWITCH CABLE
1-415	20	D04UJH9SW7 N	W7 35W ASTRO DIGITAL SPECTRA PLUS
1-415a	20	G806	ENH: IMBE ASTRO DIGITAL
1-415b	20	G51	ENH:SMARTZONE OPERATION
1-415c	20	W496	ALT: REMOTE MOUNT W4, W5, OR W7 WIT
1-415d	20	G114	ENH: DIGITAL ID DISPLAY
1-415e	20	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-415f	20	G799	ADD:PRINTED TEST RESULTS
	Portables		
1-343	69	H46UCF9PW6 N	PORTABLE ASTRO DIGITAL XTS 2500 764
1-343a	69	Q575	ENH: SOFTWARE TRUNKING 3600BAUD LIM
1-343b	69	H885	ENH: EXPRESS SERVICE PLUS - YEAR 3
1-416	69	NTN9815	BATTERY NICAD, FM 1525MAH (-30C)
1-417	6	NTN1177	CHARGER, 110V MULTI UNIT RAPID
1-418	40	NTN1667	CHARGER 110V US TRI CHEMISTRY
1-419	35	NTN4273	CASE SWIVEL
1-420	4	H18UCH9PW7 N	PORTABLE ASTRO DIGITAL XTS5000 764-
1-420a	4	Q806	ADD: SOFTWARE ASTRO DIGITAL CAI OPE
1-420b	4	H14	ENH: ENHANCED DIGITAL ID DISPLAY
1-420c	4	H38	ADD: SMARTZONE SYSTEM SOFTWARE
1-420d	4	Q186	ALT: BATTERY NIMH 1800MAH (NTN8923)
1-420e	4	H885	ENH: EXPRESS SERVICE PLUS - YEAR 3
1-420f	4	H635	xts5000 discount promo
	XTVA		
1-421	4	N2001	VEHICULAR ADAPTER, IMBE OPEN FACE M
1-421a	4	Q147	ADD: AUDIO PA AND SPEAKER WITH CABL

1-421b	4	Q760	ADD: NEXT GENERATION MOBILE MICROPH
1-422	4	NTN8270	TOOL WRENCH FOR RF ADAPTOR
1-423	4	NTN8327	RF ADAPTER
1-424	4	NLF1258	800 MHZ RFPA (806-870 MHZ) 15W
1-425	4	RRA4983	ANTENNA, 800MHZ (806-900MHZ) 3DB RO
			Public Works Subscriber Subtotal:
	Control Stations		
1-429	1	M01HX	MCS2000 HIGH SPEC MOBILE
1-429a	1	822W	800MHZ 10-15W II
1-429b	1	H38	ENH: SFWR SMARTZONE SYSTEM
1-429c	1	H260	ENH: 250 MODE CAPABILITY (MODEL II
1-429d	1	B665	ADD: CONTROL STATION OPERATION 12-
1-429e	1	G325	DEL: ANTENNA NOT REQUIRED
1-429f	1	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-430	1	TDN8958	1/4" CONN MINI UHF MALE S FLEX
1-431	50	L1700	1/4" SUPERFLEX POLY JKT PER FOOT
1-432	1	TDN9714	1/4" CONN N MALE S FLEX PLTD
1-433	1	RRX4042A	ISCT50HNMA COMBINERARRESTORFLANGE80
1-434	1	DSL4PNFRC	1/2" N FEMALE RING FLARE CONN
1-435	100	L1705	1/2" LDF HELIAX POLY JKT PER FT
1-436	1	DSL4PNMRC	1/2" N MALE RING FLARE CONN
1-437	1	TDF6481	ANTENNA 800 OMNI NFE UNITY GAIN
1-438	3	TDN6673	1/2" CABLE GROUND CLAMP KIT
1-439	1	TDN6015	TIE WIRE KIT 20 PACK
1-440	1	TDN6670	CABLE TIES NYLON
	Portables		
1-426	6	H46UCF9PW6 N	PORTABLE ASTRO DIGITAL XTS 2500 764
1-426a	6	Q575	ENH: SOFTWARE TRUNKING 3600BAUD LIM
1-426b	6	H885	ENH: EXPRESS SERVICE PLUS - YEAR 3
1-427	6	NTN9815	BATTERY, ULTRA HIGH CAPACITY NICAD,
1-428	6	NTN1667	CHARGER 110V US TRI CHEMISTRY
			Recreation Subscriber Subtotal
	Control Station		
1-456	4	M01HX	MCS2000 HIGH SPEC MOBILE
1-456a	4	822W	800MHZ 10-15W II
1-456b	4	H38	ENH: SFWR SMARTZONE SYSTEM
1-456c	4	H260	ENH: 250 MODE CAPABILITY (MODEL II
1-456d	4	B665	ADD: CONTROL STATION OPERATION 12-
1-456e	4	G325	DEL: ANTENNA NOT REQUIRED
1-456f	4	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-457	4	TDN8958	1/4" CONN MINI UHF MALE S FLEX

1-458	200	L1700	1/4" SUPERFLEX POLY JKT PER FOOT
1-459	4	TDN9714	1/4" CONN N MALE S FLEX PLTD
1-460	4	RRX4042A	ISCT50HNMA COMBINERARRESTORFLANGE80
1-461	4	DSL4PNFRC	1/2" N FEMALE RING FLARE CONN
1-462	400	L1705	1/2" LDF HELIAX POLY JKT PER FT
1-463	4	DSL4PNMRC	1/2" N MALE RING FLARE CONN
1-464	4	TDF6481	ANTENNA 800 OMNI NFE UNITY GAIN
1-465	12	TDN6673	1/2" CABLE GROUND CLAMP KIT
1-466	4	TDN6015	TIE WIRE KIT 20 PACK
1-467	4	TDN6670	CABLE TIES NYLON
	Mobiles		
1-452	60	M01HX	MCS2000 HIGH SPEC MOBILE
1-452a	60	822W	800MHZ 10-15W II
1-452b	60	H38	ENH: SFWR SMARTZONE SYSTEM
1-452c	60	H260	ENH: 250 MODE CAPABILITY (MODEL II
1-452d	60	B654	ALT: REMOTE MOUNT WITH 17' (5M) CON
1-452e	60	G310	ADD: SPEAKER EXTERNAL 13W WATER RES
1-452f	60	B123	ADD: ANTENNA, 800MHZ (806-900MHZ) 3
1-452g	60	G24	ENH: EXPRESS SERVICE PLUS PLAN - 2
1-455	60	HKN6128	IGNITION SWITCH CABLE
	Portables		
1-441	15	H46UCF9PW6 N	PORTABLE ASTRO DIGITAL XTS 2500 764
1-441a	15	Q575	ENH: SOFTWARE TRUNKING 3600BAUD LIM
1-441b	15	H885	ENH: EXPRESS SERVICE PLUS - YEAR 3
1-442	15	NTN9815	BATTERY NICAD, FM 1525MAH (-30C)
1-443	15	NTN1667	CHARGER 110V US TRI CHEMISTRY
1-444	25	H18UCH9PW7 N	PORTABLE ASTRO DIGITAL XTS5000 764-
1-444a	25	Q806	ADD: SOFTWARE ASTRO DIGITAL CAI OPE
1-444b	25	H14	ENH: ENHANCED DIGITAL ID DISPLAY
1-444c	25	H38	ADD: SMARTZONE SYSTEM SOFTWARE
1-444d	25	Q186	ALT: BATTERY NIMH 1800MAH (NTN8923)
1-444e	25	H885	ENH: EXPRESS SERVICE PLUS - YEAR 3
1-445	25	NTN8923	BATTERY NIMH, 1800MAH (-20C)
1-446	25	NTN1667	CHARGER 110V US TRI CHEMISTRY
	XTVA		
1-447	25	N2001	VEHICULAR ADAPTER, IMBE OPEN FACE M
1-447a	25	Q147	ADD: AUDIO PA AND SPEAKER WITH CABL
1-447b	25	Q760	ADD: NEXT GENERATION MOBILE MICROPH
1-448	25	NTN8270	TOOL WRENCH FOR RF ADAPTOR
1-449	25	NTN8327	RF ADAPTER
1-450	25	NLF1258	800 MHZ RFPA (806-870 MHZ) 15W
1-451	25	RRA4983	ANTENNA, 800MHZ (806-900MHZ) 3DB RO

City of Oceanside (Schedule B)

Compound Period ..... : Annual

Nominal Annual Rate .... : 5.760 %
Effective Annual Rate ... : 5.760 %
Periodic Rate .....: 5.7600 %
Daily Rate ..... : 0.01578 %

CASH FLOW DATA

	Event	Start Date	Amount	Number	Period	End Date
1	Loan	06/01/2002	4,739,686.91	1		
2	Payment	06/01/2003	636,669.24	10	Annual	06/01/2012

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	06/01/2002				4,739,686.91
2002	Totals	0.00	0.00	0.00	
1	06/01/2003	636,669.24	273,005.97	363,663.27	4,376,023.64
2003	Totals	636,669.24	273,005.97	363,663.27	
2	06/01/2004	636,669.24	252,058.96	384,610.28	3,991,413.36
2004	Totals	636,669.24	252,058.96	384,610.28	
3	06/01/2005	636,669.24	229,905.41	406,763.83	3,584,649.53
2005	Totals	636,669.24	229,905.41	406,763.83	
4	06/01/2006	636,669.24	206,475.81	430,193.43	3,154,456.10
2006	Totals	636,669.24	206,475.81	430,193.43	
5	06/01/2007	636,669.24	181,696.67	454,972.57	2,699,483.53
2007	Totals	636,669.24	181,696.67	454,972.57	
6	06/01/2008	636,669.24	155,490.25	481,178.99	2,218,304.54
2008	Totals	636,669.24	155,490.25	481,178.99	
7	06/01/2009	636,669.24	127,774.34	508,894.90	1,709,409.64
2009	Totals	636,669.24	127,774.34	508,894.90	
8	06/01/2010	636,669.24	98,462.00	538,207.24	1,171,202.40
2010	Totals	636,669.24	98,462.00	538,207.24	
9	06/01/2011	636,669.24	67,461.26	569,207.98	601,994.42
2011	Totals	636,669.24	67,461.26	569,207.98	
10	06/01/2012	636,669.24	34,674.82	601,994.42	0.00
2012	Totals	636,669.24	34,674.82	601,994.42	

City of Oceanside (Schedule B)

Date	Payment	Interest	Principal	Balance
Grand Totals	6,366,692.40	1,627,005.49	4,739,686.91	

INITIAL INSURANCE REQUIREMENT: $4,739,686.91

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

LESSEE:

CITY OF OCEANSIDE

By: [signature]

Title: city manager

Date: 5-23-02

LESSOR:

Motorola, Inc.

By: David a Klinfeth

Title: Authorized Signatory

Date: May 29 2002

Document No. 02-D237B-1
4/10/02 (10)
[City Original]

MOTOROLA

CHANGE ORDER

Purchaser:
Name: City of Oceanside
Address: 300 North Coast Highway
Oceanside, CA 92054

Change Order No. 1
Date: May 8, 2002

Pursuant to Section 3 B. of the Communications System Agreement ("Agreement") by and between the City of Oceanside ("City") and Motorola, executed December 19, 2001, the City and Motorola agree to enter into this change order. The City and Motorola agree that the parties desire to move forward with the initial project kick-off meeting. Therefore, the Termination for Convenience provision at Section 4 C is hereby deleted from the Agreement.

Unless amended above or in previous executed change orders, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the last day and year signed below.

5/24 rev — ok

City of Oceanside

By: [signature]
Name: Steven R. Jepsen
Title: City Manager
Date: 5-23-02

Motorola, Inc.

By: [signature]
Name: KELLY B. CLAYTON
Title: AREA CONTROLLER
Date: 5/8/2002

APPROVED AS TO FORM
OCEANSIDE CITY ATTORNEY
[signature]
DUANE E. BENNETT
City Attorney

REVIEWED AND APPROVED
AS TO FORM
[signature] 5-8-2
BARBARA K. PADDOCK
MOTOROLA
CONTRACTS AND COMPLIANCE DEPT.

C&C Number: 01-13221/BKP