JOINT AGREEMENT

FOR THE

OPERATION, MAINTENANCE, AND FINANCIAL MANAGEMENT

OF THE

ORANGE COUNTY

800 MEGAHERTZ

COUNTYWIDE COORDINATED COMMUNICATIONS

SYSTEM

NOVEMBER 2004

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JOINT AGREEMENT FOR THE

OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT OF THE ORANGE COUNTY

800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM

This Agreement is entered into on _____, 2005 by and between the Parties listed on Exhibit"A" which is attached hereto and incorporated herein. This Agreement replaces the 1996 Agreement as amended, and to the extent there is a conflict, this Agreement controls. Exhibit "A" identifies the Parties to the Agreement. Exhibit "B" identifies the Partner Agencies currently operating on the system. Exhibit "C" identifies the current Mutual Aid operations on the system as approved by the appropriate body (Orange County Chiefs of Police and Sheriff's Association [OCCOPSA], Orange County Fire Chiefs' Association [OCFCA], Orange County Public Works Committee [OCPWC], or Orange County Lifeguard Committee [OCLC]). Exhibit "D" identifies those Participating Agencies that have joined the system as everyday users but were not original Partners on the system. Partners and Participating Agencies on the 800 MHz CCCS are limited to public entities.

RECITALS:

Whereas, the initial installation and implementation of the 800 MHz Countywide Coordinated Communications System (800 MHz CCCS) has been completed; and,

Whereas, the Parties to the Agreement want to define operational, technical and financial requirements and guidelines going forward; and,

Now, Therefore, in consideration of the mutual covenants, conditions, agreements and stipulations hereinafter expressed, the Parties hereby agree as follows:

1. SYSTEM

The 800 MHz CCCS, hereinafter referred to as System, has been implemented in the County of Orange. Said System is described in Contract No. S0000015.95 for an 800 MHz CCCS, dated September 19, 1995, and related Amendments No. 1, 2, 3, 4, 5 and appropriate change orders.

The Parties hereby designate Orange County Sheriff-Coroner Department (OCSD)/Communications Division as the "Lead Agency" in maintaining and enhancing the System.

2. DEFINITION OF TERMS

"Contract City" is defined as a city receiving law enforcement, lifeguard, public works or fire services from the County or any Partner Agency under the terms of a contract.

"Fire Agency" is defined as, and shall include, all governmental Fire Agencies operating primarily within the limits of Orange County.

"Governing Authority" is a City Council, County Board of Supervisors or Orange County Fire Authority Board of the Partner Agencies, responsible for approving cost modifications. Exhibit "A" provides a list of City, County, and Orange County Fire Authority administrators representing these bodies.

"Law Enforcement Agency" is defined as all governmental Law Enforcement Agencies operating primarily within the limits of Orange County, as follows: Orange County Sheriff's Department, Orange County City Police Departments, Orange County District Attorney's Office, and Orange County Probation Department.

"Lifeguard Agency" is defined as, and shall include, all governmental lifeguard agencies operating primarily within the limits of Orange County.

"Mutual Aid Provider" is defined as any governmental or private organization, not otherwise defined in this Agreement, that has a legitimate Mutual Aid operational requirement with another Partner or Participating Agency. Guidelines for the approval of a mutual aid provider have been developed and are available to OCCOPSA, OCFCA, OCPWC and OCLC as needed.

"Net" is defined as a group of Partner Agencies who operate a joint dispatch center, or a combination of radio dispatch talkgroups used by a fixed group of Partner Agencies.

"New City" is defined as a city incorporated after the effective date of this Agreement.

"Non-City/Non-County User" is defined as a special district, water district, sanitation district, or similar governmental or quasi-governmental agency. These are Participating Agencies.

"Participating Agency" is any agency identified in Exhibit D that would not have a role in defining the operation of the 800 MHz CCCS, but would pay to join the system based on a predefined allocation.

"Partner Agencies" are those agencies identified in Exhibit "B" that have joined the 800 MHz CCCS for everyday use since its original inception and are operating on the 800 MHz System.

"Parties" are those public entities which are listed in Exhibit "A."

"Public Works Agency" is defined as, and shall include, all County or City departments that perform public works functions, other than those defined as a Law Enforcement, Lifeguard or Fire Agency. Public Works Agencies include, but are not limited to, Public Works Departments, Municipal Utility Departments, and County agencies including Resources and Development Management Department, John Wayne Airport, Health Care Agency, and Integrated Waste Management Department, and public works functions within County operations such as the Transportation and Facilities Operations functions with the Sheriff's Department and Probation.

"Subsystem" is defined as one of four operational subsystems that use common equipment, each in a similar way, but use different operational procedures. These are referred to as the Law Subsystem, the Fire Subsystem, the Lifeguard Subsystem and the Public Works Subsystem.

"System Backbone" is defined as those portions of the System Backbone that provide the means by which dispatch centers and mobile radios communicate with each other, and is composed of radio infrastructure equipment, microwave equipment, and associated control equipment.

"System Field Equipment" is defined as that portion of the System that uses the System Backbone for communications and consists of dispatch center equipment, mobile radios, and portable radios.

3. OPERATIONAL POLICIES – LAW ENFORCEMENT SUBSYSTEM

The Orange County Chiefs of Police and Sheriff's Association (OCCOPSA) is an established organization composed of representatives from the Sheriff's Department, City Police Departments, District Attorney's Office and Probation Department. The OCCOPSA Communications Committee has been delegated by OCCOPSA the responsibility for operational policy development for the Law Enforcement Subsystem. Partner and Participating agencies agree that operational policy for the Law Enforcement Subsystem shall be developed by the OCCOPSA Communications Committee and ratified where appropriate by the OCCOPSA, in accordance with the terms and conditions of this Agreement.

4. OPERATIONAL POLICIES – FIRE SUBSYSTEM

The Orange County Fire Chiefs' Association (OCFCA) is an established organization composed of representatives from the Orange County Fire Authority and City Fire Departments. The OCFCA Communications Committee has been delegated by OCFCA the responsibility for operational policy development for the Fire Subsystem. Partner and Participating agencies agree that operational policy for the Fire Subsystem shall be developed by the OCFCA Communications

Committee and ratified where appropriate by the OCFCA, in accordance with the terms and conditions of this Agreement.

5. OPERATIONAL POLICIES – LIFEGUARD SUBSYSTEM

The Orange County Lifeguard Committee (OCLC) is an established organization composed of representatives from the City and County Lifeguard Departments. The OCLC Communications Committee has been delegated by OCLC the responsibility for operational policy development for the Lifeguard System. Partner and Participating agencies agree that operational policy for the Lifeguard System shall be developed by the OCLC Communications Committee and ratified where appropriate by the OCLC, in accordance with the terms and conditions of this Agreement.

6. OPERATIONAL POLICIES – PUBLIC WORKS SUBSYSTEM

The Orange County Public Works Committee (OCPWC) is an established organization composed of representatives from the City and County Public Works Departments. The OCPWC has been delegated the responsibility for operational policy development for the Public Works Subsystem. Partner and Participating agencies agree that operational policy for the Public Works Subsystem shall be developed by OCPWC and ratified where appropriate, in accordance with the terms and conditions of this Agreement.

7.0 OPERATIONAL POLICY

7.1 Law Enforcement Subsystem

The administration and ongoing development of the Law Enforcement Subsystem operational policy has been delegated to the OCCOPSA Communications Committee. That Committee reports to the OCCOPSA. Policies developed by OCCOPSA for the operations of the Law Enforcement Subsystem shall ensure that each participant is treated equitably and has sufficient communications capability to meet its legitimate needs. Any dispute between Partner and Participating Agencies over operational policies shall be reviewed by the OCCOPSA Communications Committee, and if not resolved, then reviewed by the OCCOPSA. Any unresolved dispute may be appealed to the Governance Committee for final decision.

7.2 Fire Subsystem

The administration and ongoing development of the Fire Subsystem operational policy has been delegated to the OCFCA Communications Committee. That Committee reports to the OCFCA. Policies developed by OCFCA for the operations of the Fire Subsystem shall ensure that each participant is treated equitably and has sufficient communications capability to meet its legitimate needs. Any dispute between Partner and Participating Agencies over operational

policies shall be reviewed by the OCFCA Communications Committee, and if not resolved, then reviewed by the OCFCA. Any unresolved dispute may be appealed to the Governance Committee for final decision.

7.3 Lifeguard Subsystem

The administration and ongoing development of the Lifeguard Subsystem operational policy has been delegated to the OCLC Communications Committee. That Committee reports to the OCLC. Policies developed by OCLC for the operations of the Lifeguard Subsystem shall ensure that each participant is treated equitably and has sufficient communications capability to meet its legitimate needs. Any dispute between Partner and Participating Agencies over operational policies shall be reviewed by the OCLC Communications Committee, and if not resolved, then reviewed by the OCLC. Any unresolved dispute may be appealed to the Governance Committee for final decision.

7.4 Public Works Subsystem

The administration and ongoing development of the Public Works Subsystem operational policy has been delegated to the OCPWC. Policies developed by OCPWC for the operations of the Public Works Subsystem shall ensure that each participant is treated equitably and has sufficient communications capability to meet its legitimate needs. Any dispute between Partner and Participating Agencies over operational policies shall be reviewed by the OCPWC. Any unresolved dispute may be appealed to the Governance Committee for final decision.

7.5 Standard Operating Procedures

Except as provided in Section 11.3 ("Security"), individual subsystem operational policy, as well as policy affecting all users, shall be published in the 800 MHz CCCS Standard Operating Procedures (SOP). The SOP will be the source of all radio system operational policies and procedures established by the various subsystems. The SOP is maintained by OCSD/Communications and will be updated any time an approved change is made to this document.

7.6 System Priorities

Public Safety, consisting of City and County Law Enforcement and Fire Agencies dispatch functions and individual radio emergency buttons, shall have System operational priority over all law/fire/public works non-life threatening operations when and if it is necessary to establish System priorities.

8. OPERATIONAL POLICY REVIEW

To ensure that operational policy developed by the various individual Subsystems is compatible with all of the other Subsystems, such policy shall be subject to review by all other Subsystems and OCSD/Communications when appropriate. Review would be required when policy is developed that crosses over into another Subsystem. Review is not required when policy is developed that is specific to one Subsystem only. A thirty (30)-day review period prior to policy implementation shall be observed in order to ensure appropriate time for review. Exceptions can be made when the policy is of an emergency nature and immediate implementation is necessary for safety purposes. All emergency exceptions shall be reviewed by the appropriate Subsystems as described above within the thirty (30)-day period.

The intent of this review is to assure that decisions made by any one subsystem do not adversely affect the operation of any other group and to promote and ensure interoperability and compatibility.

9. MUTUAL AID

9.1 Mutual Aid Policies and Procedures

Mutual Aid communications is an important capability of the System. Utilizing this capability in an efficient manner is essential. Mutual Aid operational policies and procedures must be coordinated between Partner and Participating Agencies within Orange County and Partner and Participating Agencies outside of Orange County. All Partner and Participating Agencies shall comply with the operational policies of the Mutual Aid Plans described in Section 9.2.

9.2 Mutual Aid Plans

The following Mutual Aid Plans shall establish Mutual Aid operational procedures for all Participating Agencies.

Orange County Mutual Aid Implementation Plan for the Use of the 800 MHz National and State Mutual Aid Channels

This plan is required by the Southern California 800 MHz Regional Communications Plan and, together with any plan modifications, must be approved by the State of California Office of Emergency Services, Telecommunications Advisory Committee. The plan in effect on the date of this Agreement is on file with the OCSD/Communications Division. Any proposed modifications to the plan must be reviewed and approved by the Governance Committee, if needed, prior to submission to the State.

Orange County Mutual Aid Plan for the Use of the 800 MHz Local Mutual Aid Channels

The plan was prepared by OCSD/Communications Division and approved by the Partner and Participating Agencies, based upon approval by OCCOPSA, OCFCA, OCPWC and OCLC, as appropriate.

9.3 **Mutual Aid Priorities**

Partner and Participating Agencies who from time to time have need to communicate with Law Enforcement or Fire Agencies during emergencies or in their daily support of Law Enforcement or Fire Agencies will be allowed to access the Law Enforcement or Fire Subsystems as approved by those respective agencies. Such use may include the day-to-day operations of said non-Law Enforcement and non-Fire Partner and Participating Agencies on a non-interfering, prioritized basis. This use shall be subject to approval of OCCOPSA and the OCFCA as it affects their respective communications.

10.0 RELINQUISHING EXISTING OPERATING CHANNELS

Existing Partner and Appropriate Participating Agencies operate existing systems on a variety of radio channels licensed by the FCC. Both the FCC and the Southern California Regional Plan, approved by the FCC on November 21, 1989 for the implementation of new systems using the 800 MHz spectrum, require that Partner and Participating Agencies that transfer operation to the new 800 MHz channels must give back licenses on existing system frequencies. These "give-up" channels will then be redistributed to meet the needs of other agencies in Southern California which have not been met with the limited 800 MHz channels available.

Partner and Participating Agencies entering into this Agreement agree to "give up" channels licensed on existing systems that are replaced by the new System. FCC licenses on these "give-up" channels shall be returned to the FCC for cancellation not more than thirty (30) days after transfer and acceptance of law enforcement and/or public works operations to the System.

An exception to the paragraph above is when Partner and Participating Agencies who, as a result of transferring law enforcement operations to the System, subsequently move other public works operations to their current 460 MHz channels. In this case, Partner and Participating Agencies agree to relinquish the previously used 460 MHz channels to public works operations within thirty (30) days of completion of the transfer to the 800 MHz System and such a transfer to public works must occur within one hundred eighty (180) days of transfer of law enforcement operations to the System (FCC requirement), at which time the previously-used public works FCC licenses on these "give-up" channels must be returned to the FCC for cancellation not more than thirty (30) days after transfer of public works operations to the 460 MHz channels.

Any city that does not have a 460 MHz law enforcement "give-up" GREEN channel to use for public works may be able to use another city's "give-up" 460 MHz GREEN channel in a cellular re-use pattern.

11.0 SYSTEM TECHNICAL MANAGEMENT

Proper operation of a modern, trunked, multi-channel communications System requires centralized technical coordination. OCSD/Communications Division has established a 24-hour System Watch at Loma Ridge to assure seamless operation of this complex system. The infrastructure for this System is currently housed in 24 separate radio sites, with Loma Ridge serving as the master site.

11.1 Technical Liaison Committee

The 800 MHz Technical Liaison Committee is utilized to develop the technical operation policies and procedures of the System. This committee is composed of sworn, technical and operational personnel of County and City Law Enforcement, Fire, Lifeguard and Public Works operations involved in the 800 MHz CCCS.

11.2 Technical Standards

Technical standards are an essential part of the operation of a multi-user system. To ensure the long-range effective operation of System, technical standards shall continue to be reviewed and evaluated. Said standards shall be approved by the Technical Liaison Committee and all Partner and Participating Agencies will be required to adhere to them. Failure to adhere to the technical standards may result in mobile or portable field equipment being restricted from access to the associated Backbone System.

11.3 Security

Any authorized user of the 800 MHz CCCS shall be required to protect the security of the system and its users by complying with the policies set forth in the "Security Plan for the Orange County 800 MHz Countywide Coordinated Communications System" document. Responsibilities include, but are not limited to, adhering to the Lost/Stolen/Missing Radio Procedure, providing physical security for equipment and documentation, not using Radio Service Software (RSS) to modify the configuration of any radio programming, and not providing technical information or radio equipment to unauthorized persons. As Participating Agencies or Mutual Aid organizations join the system, a copy of the Security Plan will be provided to the director of said organizations and will be advised to share it with appropriate personnel.

11.4 Approved Equipment

The initial System implementation consisted of equipment supplied by the original system equipment vendor and met the technical requirements of the

System. OCSD/Communications shall compile a list of this approved equipment and make it available to all Partner and Participating Agencies. In the future, as newer equipment from the original vendor or other vendors become available, OCSD/Communications shall evaluate it for compatibility with the System and make recommendations to the Technical Liaison Committee. Any equipment that meets the technical criteria for operation on the System shall be added to the approved list. OCSD/Communications will be responsible for negotiating pricing on new equipment with recommendations forwarded to the Governance Committee for final approval.

11.5 Technical Standards and Equipment Evaluation

The OCSD/Communications Division maintains engineering and technical staff whose task is to maintain, manage and operate the 800 MHz CCCS. Technical management of the System shall continue to be the responsibility of OCSD/Communications Division. County technical staff shall evaluate new radio subscriber equipment for adherence to technical standards prior to the Technical Liaison Committee for approval and to the vendor requesting equipment evaluation. Any disputes regarding the technical evaluation of equipment will be referred to the OCCOPSA Communications Committee, OCFCA Communications Committee, OCLC Communications Committee, and OCPWC, with final approval by the Governance Committee.

12.0 SYSTEM MODIFICATION COST APPROVALS

Any Law Enforcement Subsystem modification or other action proposed by OCCOPSA which requires Partner or Participating Agencies to obligate funds for cost sharing shall require prior approval by the Governing Body of each Partner or Participating Agency, following approval by the Governance Committee.

Any Fire Subsystem modification or other action proposed by the OCFCA which requires Partner or Participating Agencies to obligate funds for cost sharing shall require prior approval by the Governing Body of each Partner or Participating Agency, following approval by the Governance Committee.

Any Lifeguard Subsystem modification or other action proposed by the OCLC which requires Partner or Participating Agencies to obligate funds for cost sharing shall require prior approval by the Governing Body of each Partner or Participating Agency, following approval by the Governance Committee.

Any Public Works Subsystem modification or other action proposed by the PWPC which requires Partner or Participating Agencies to obligate funds for cost sharing shall require prior approval by the Governing Body of each Partner or Participating Agency, following approval by the Governance Committee.

13.0 CONTRACTS

The County may from time to time enter into such agreements or contracts with various vendors to purchase or lease equipment, and for installation, service and maintenance of equipment as may be necessary and required in order to effectuate this Agreement. All such agreements or contracts shall comply with applicable State Law for counties. Appropriate shared costs will be included in backbone cost-sharing allocations.

13.1 County Responsibilities

OCSD/Communications shall negotiate and enter into agreements or contracts with the various vendors as contemplated in this Agreement.

OCSD/Communications shall make payments due and payable under such agreements on behalf of Partner and Participating Agencies.

OCSD/Communications shall negotiate and enter into agreements with new Participating Agencies which may hereafter receive approval to access the System for day-to-day operations pursuant to this Agreement, provided that:

- The Participating Agency agrees to the terms, conditions and costs for entry as defined by the Governance Committee on behalf of the Partners. Current policy by the Governance Committee directs a system entry fee of $3,295 per radio for Federal or State agency participation and $2,480 per radio for agencies operating strictly within the confines of the County. Participating Agencies are required to have their radios templated and programmed by OCSD/Communications Division staff, participate in the flat fee radio equipment maintenance program, and meet their annual backbone cost sharing obligation.

- Requests by Participating Agencies will be evaluated in terms of potential channel loading on the 800 MHz CCCS. This evaluation will include an identification of the number of radios to be added, the type of communication being conducted, and the specific radio cell that will be impacted by the addition of this Participating Agency. If the addition of the Participating Agency may cause an extensive impact on channel loading, an outside channel loading analysis may be pursued at the expense of the requesting Agency.

- Additional terms, conditions, and costs for entry shall be included in a separate agreement as established by the Governance Committee. The Governance Committee is given said authority under this Agreement with the understanding that adequate fees will be charged as appropriate. Said separate agreement shall include any direct or indirect compensation to Partner Agencies for System Backbone usage by new Participating Agency(s).

- OCSD/Communications shall obtain the approval of the Governance Committee to determine the appropriate additional terms, conditions, and costs to be included in said separate agreement.

- Any such new Participating Agency hereafter who shall desire to become a party to this Agreement may do so by executing a copy of this Agreement, as well as the separate agreement if applicable.

- Compensation may take the form of improvement or modification of System or other contribution for the benefit of all Partner or Participating Agencies.

14. EQUIPMENT FACILITIES AND STRUCTURES

Additional facilities, structures, and modifications may be needed to implement the System, including System Backbone facilities and System Field Equipment facilities (e.g., dispatch centers).

14.1 System Backbone Facilities

In the event of a decision by the Governing Authorities to financially support expanding or modifying existing facilities, or adding new County radio structures or facilities as necessary, to support the implementation of the System Backbone, the County shall be responsible as lead agency to implement these expansions, modifications, or additions.

14.2 Field Equipment Facilities

Individual Partner or Participating Agency shall, at its sole Partner or Participating Agency expense, expand or modify its existing structures, facilities, or dispatch centers as required to support the installation or enhancement of Partner or Participating Agency System Field Equipment.

15. SYSTEM MODIFICATIONS AND COST SHARING

15.1 System Modifications

System modifications may be needed from time to time to meet the changing needs of Partner and Participating Agencies. System modifications, expansions or enhancements will not be allowed without technical review by the County and approval by the Governance Committee. System modifications recommended by County and agreed to by the Governance Committee will then be forwarded to Governing Authorities for approval, as appropriate, and implemented by County.

Cost sharing of future System Backbone modifications shall be determined based on the benefit to be derived by individual Partner or Participating Agencies.

The cost for any modification intended for the sole use and support of a single Partner or Participating Agency shall be borne by that Partner or Participating Agency.

The cost for any modification intended to improve service for an identifiable group of Partner or Participating Agencies in a local area or Net shall be shared by those Agencies in a manner agreeable to those Agencies.

15.2 Cost Sharing Beginning July 1, 2002

A. Effective Date/Percentage Share

The Cities and Orange County Fire Authority (OCFA) will commence System Backbone cost sharing payments as of July 1, 2002. The following represents the respective aggregate obligations for the ongoing maintenance costs of the System Backbone expressed as a percentage of the total cost:

1. FY 02-03

a.	County's share of cost	51%
b.	Cities'/OCFA's share of cost	49%

2. FY 03-04

a.	County's share of cost	45.6%
b.	Cities'/OCFA's share of cost	54.4%

3. FY 04-05 and thereafter

a.	County's share of cost	40.18%
b.	Cities'/OCFA's share of cost	59.82%

The individual obligations for the ongoing maintenance cost of the System Backbone, as approved by the Governance Committee, for each of the Cities and OCFA shall be determined by dividing the number of radios that each of the Cities and the OCFA, respectively, are operating on the System by the total number of radios that the Cities and OCFA are collectively operating on the System. The resulting ratios shall each be multiplied by the aggregate percentage obligations of the Cities and the OCFA for each fiscal year as set forth above. The resulting products shall be the Cities' and OCFA's individual percentage obligations for the ongoing maintenance cost of the System Backbone in each applicable fiscal year.

The contribution made by Participating Agencies will be calculated based on a per radio cost, which will be calculated on an annual basis by dividing the total operating and infrastructure backbone cost, by the total number of radios. The calculated contributions for the Participating Agencies will then be deducted from the total backbone cost-sharing expense. The remaining amount will be used to calculate the City, OCFA and County obligations consistent with 15.2.A.3. above.

Emergency radios held in a separate pool will not be included in the radio counts for backbone cost-sharing purposes. Radios, as identified by the Partner or Participating Agencies, that are set aside strictly for the purpose of an emergency activation or some other emergency situation, and are not used for any other purpose, will be excluded from backbone cost-sharing counts. Serial numbers for these radios are to be provided by the Partner or Participating Agency. The OCSD/Communications Division will run random radio traffic checks on those radios identified as emergency radios and will advise department heads if any ongoing traffic is occurring.

15.3 Cities/OCFA Payment of FY 02-03 Backbone Costs

A. County is authorized to transfer from the County's Site Development and Infrastructure Fund to the County General Fund, an amount equal to the Cities' and OCFA's FY 02-03 share of cost for System Backbone operations. The purpose of this transfer is to finance Cities' and OCFA's FY 02-03 share of the System Backbone costs and to allow cities and OCFA to pay said costs over a period of time. Furthermore, it allows the County to receive said amount in its General Fund as was budgeted for FY 02-03.

B. Each city and OCFA will amortize its share of the FY 02-03 System Backbone costs, interest free, over a period of 5 years, commencing July 1, 2003, by paying back to County 20% of its share of the FY 02-03 System Backbone cost each year thereafter for five years. Each city and OCFA shall make this payment to County along with its regular System Backbone cost-sharing expense payment for that particular fiscal year.

15.4 Annual Payment

Commencing July 1, 2003, and continuing each year thereafter, each city and OCFA will contribute 100% of its allocated share of the System Backbone costs based on the formula set forth in 15.2.A above. Said payments shall be made on a quarterly basis in advance within thirty days of billing.

15.5 New Site Development and Infrastructure Fund

The County will place the approximately $4.1 million currently in the County's Site Development and Infrastructure Fund, less the amount County is allowed to deduct from that fund pursuant to 15.3.A above, into a separate Site Development and Infrastructure Fund. This fund will be controlled by the 800 MHz Governance Committee. Each project financed from this fund will require prior Governance Committee approval. Each expenditure from the Site Development and Infrastructure Fund must be utilized for County's share of site development and/or infrastructure costs. On June 30, 2008, any remaining balance in the Site Development and Infrastructure Fund shall be administratively transferred to the County General Fund without further approval by the 800 MHz Governance Committee, cities or the OCFA.

The Partner and Participating Agencies will share in the cost of 800 MHz CCCS system and infrastructure upgrades. The funding sequence for payment of these costs will be as follows:

- Use of grant funds if available.
- Use of system entry fees contributed to the system from new Participating Agencies as they join the system.
- Use of combined City/County contract reserve fund consistent with percentage contributions made by cities versus County.
- Use of infrastructure contributions collected annually as part of the backbone cost-sharing allocations. Contributions to infrastructure payments will be made on a 70% Cities/OCFA and 30% County of Orange basis, consistent with the Motorola contract allocation split during 800 MHz CCCS implementation. OCSD/Communications will prepare a document and timeline that identifies the remaining infrastructure requirements and estimated costs by fiscal year, thereby bringing closure on the balance of the infrastructure necessary to complete the original 800 MHz CCCS. Infrastructure payments beginning in FY 2005/2006 will reflect contributions needed to meet these outstanding obligations.
- County will pay for design and construction costs for radio sites required to address outstanding coverage issues that remain from initial 800 MHz CCCS implementation, which are Newport Beach, Dana Point and Brea/Carbon Canyon sites.
- County will evaluate the inclusion of radio site construction and infrastructure for new housing developments as part of Mello-Roos costs.

15.6 Exclusive Backbone System Costs

Unless otherwise authorized by separate agreement or an amendment to the 800 MHz CCCS Joint Agreement, none of the cost elements covered under the 800 MHz Communications System Agreement for Cost Sharing shall be included in other service agreements between the County of Orange and the Cities or OCFA.

15.7 New Participating Agencies

New users of the System shall be charged pursuant to the policy established by the Governance Committee under Sections 13.1 and 16 of the 800 MHz CCCS Joint Agreement.

15.8 Budget/Year-End Settlement

A. The 800 MHz budget and allocation of expenses will be submitted for approval to the Governance Committee ninety (90) to one hundred and twenty (120) days in advance of each fiscal year and communicated to the Partner and Participating Agencies for purposes of including same in their budgets for the next fiscal year.

B. As soon as practicable following the end of each fiscal year, a final independent audit or a financial review as stipulated by the Governance Committee, shall be performed to determine the actual cost of backbone system operations, infrastructure and maintenance costs for that fiscal year. The findings of this audit or financial review shall be made known to the Partners and Participating Agencies on the 800 MHz CCCS. Thereafter, to the extent there have been contributions made by the Partners and Participating Agencies which exceed the actual cost of operations and maintenance, the amount of said excess contributions shall be credited to each party in the same proportion as was used to create the excess. Any excess for operational expenses shall be deducted from each entity's fiscal year obligation for the following fiscal year. In the event of a shortfall, each party shall be billed its pro-rata share of the shortfall, which shall be paid in the first quarter payment for the next fiscal year following the fiscal year of the shortfall.

C. Contributions made to infrastructure by each Partner Agency and Participating Agency will be held in either the specific County Account (15L) designated for 800 MHz CCCS infrastructure or system upgrades or in the third-party escrow account as determined by the Governance Committee. In either case, interest earnings will be allocated to these specific funds. Whether the Governance Committee determines that these funds will be held in a third-party escrow account or a County fund, the fees for this account will be included as a backbone cost-sharing expense. As designated under the 800 MHz Escrow Agreement, unless otherwise modified, escrow account funds can only be spent for Motorola expenditures in support of system enhancements or infrastructure costs.

D. Should any Partner Agency or Participating Agency fail to make its appropriate payments when due, the County shall take action as is appropriate to obtain such payment. Nothing in this Agreement shall be construed as the County's exclusive remedy for the remediation of

defaults by Governing Authorities, and the County reserves the right to pursue any and all available rights and remedies at law or in equity.

15.9 800 MHz Site Revenues

In the event County decides to generate revenues from the commercial, non-governmental sector by leasing space at the County's radio sites, the following shall apply:

A. The use of said radio sites shall not interfere with or degrade the efficiency of the System.

B. The net revenues generated from such use shall be shared among the Parties to this 800 MHz CCCS Joint Agreement in the same proportion as each party contributed to the maintenance and repair of the radio site(s) for the fiscal year the revenue is generated, up to the amount of each party's contribution for maintenance and repair of the base radio site(s) from which the revenue is generated. All additional net revenues shall go to the County.

15.10 Future System Enhancements/Upgrades/Replacements

It is anticipated that a significant upgrade of the 800 MHz CCCS will be required as early as 2010. The Governance Committee, with staffing provided by the County, will be responsible for defining the required upgrades and anticipated funding requirements. The Governance Committee will develop a long-range plan and establish a multi-year Equipment Replacement Fund for the purpose of accumulating funds from the Partner and Participating Agencies. The Equipment Replacement Fund will be designed to allow for the tracking of interest by individual contributor.

16. ADDITIONAL PARTICIPATING AGENCIES OR CONSOLIDATION OF PARTICIPATING AGENCIES

Law Enforcement/Public Works/Fire/Lifeguard Agencies may be added to the system with approval by that Agency's Governing Authority, support by appropriate operational committees, and approval of Governance Committee.

The System is designed to support multiple Participating Agencies. New Participating Agencies may only be added to the System within channel loading limits without degrading the level of service. (Refer to Section 13.1.)

The System must adhere to FCC minimum loading standards. In order to meet the minimum loading standards established by the FCC and to ensure efficient utilization of the System spectrum resource, County will continually monitor the level of use of the System.

The County shall be responsible for coordinating access to the System, training new users in operational and security procedures, and assuring compliance with technical standards. The new Agency may be responsible for the cost of these services.

16.1 Adding Participating Agencies: Newly Incorporated or Contract Cities

Cities presently contracting for law enforcement, fire or public works services from the County or other Participating Agencies may in the future desire to form their own departments. In such cases, the County shall work with these agencies to develop an appropriate system design and implementation plan to transition to an independent city system similar to other cities.

Any System Field Equipment or other costs associated with the transition of a New City or Contract City to the System shall be the responsibility of the city unless addressed in a separate agreement with County.

16.2 Consolidation of Law Enforcement Agencies, Public Works Agencies or Fire Agencies

Cities presently contracting for law enforcement, fire or public works services from the County or other Partner or Participating Agencies may in the future desire to consolidate with other departments to form regionalized systems. In such cases, the County shall work with these agencies to develop an appropriate system design and implementation plan to transition to a consolidated system.

Any System Field Equipment or other costs associated with the transition of a Contract City or Independent City to form with others in a consolidated unit shall be the responsibility of the consolidated entity, unless addressed in a separate agreement with the County.

16.3 Adding Non-City/Non-County Participating Agencies

Newly formed Non-City/Non-County Participating Agencies that do not participate in the System in its initial implementation may desire to use the System. County shall work with any such Participating Agency to develop an appropriate system design and implementation plan to transition to the System after approval is recommended by OCCOPSA, OCFCA, OCLC, and OCPWC, as appropriate, and approved by the Governance Committee.

An agency that does not participate in the original purchase and cost sharing of the System Backbone shall contribute a share of the System cost consistent with Section 13.1. Funds from this account may be used for Backbone System enhancements for the benefit of all Partners and Participating Agencies. Enhancements shall be recommended by the Technical Liaison Committee and OCCOPSA, OCFCA, OCLC, and OCPWC as appropriate, with final approval by

the Governance Committee. Approved enhancements involving cost sharing shall be submitted to the Governing Authorities for approval as appropriate.

Any Backbone System modification costs required to transition a New Non-City/ Non-County Participating Agency to System shall be the responsibility of the new Non-City/Non-County Participating Agency.

Any System Field Equipment costs associated with the transition of a New Non-City/Non-County Participating Agency to System shall be the responsibility of the new Non-City/Non-County Participating Agency.

16.4 Adding Mutual Aid Providers

Certain governmental and non-governmental Mutual Aid Providers may be granted access to the subsystems, for the expressed purpose of providing Mutual Aid to a Participating Agency. Access may only be granted by the bodies described in Sections 3, 4, 5, 6 of this Agreement.

Any Backbone System modification costs associated with adding a Mutual Aid Provider to the System shall be the responsibility of the Mutual Aid Providers and/or the sponsoring Partner or Participating Agency(s).

Any System Field Equipment costs associated with adding a Mutual Aid Provider to the System shall be the responsibility of the Mutual Aid Provider and/or the sponsoring Partner or Participating Agency(s).

17. LIABILITY

Each Party listed in Exhibit "A" (the "Indemnitor") shall indemnify, defend, and hold all other parties, and their agents and employees (the "Indemnitees") harmless from all claims, liabilities, damages, and losses to the Indemnitees arising out of any acts or omissions of itself and its agents and employees in connection with the performance of this Agreement which acts or omissions constitute gross negligence.

18. GOVERNANCE COMMITTEE

The 800 MHz Governance Committee will oversee implementation and operations of the 800 MHz System including Partner and Participating Agency compliance with payment schedules, addressing operational issues affecting System operation and backbone site development, reviewing and approving conversion, modification and enhancement plans, approving contract pricing changes, resolving disputes between Partners or Participating Agencies, approving the policy recommendations of the Committees, approving policy, operational and fiscal matters necessary for the operation and maintenance of the System, and performing any other responsibilities required to implement this Agreement.

The Governance Committee shall be responsible for recommending 800 MHz Project operating and capital improvement budgets that are jointly funded by the Parties to the Agreement. The appropriate Governing Authorities will be responsible for approving these budgets through the backbone cost-sharing approval process.

Committee members, as identified below, will also be responsible for coordinating with their appropriate associations/agencies on issues involving Governing Body approvals:

- Four City Managers appointed by the Orange County City Managers' Association
- Chief Executive Officer, County of Orange, or Designee
- Sheriff-Coroner, or Designee
- Resources and Development Management Department Director, or Designee

Each must designate and name an alternate as a voting member if member cannot attend.

19. AGREEMENT AMENDMENT PROCESS

This Agreement may be amended or modified by consent of all of the Governing Authorities representing the Parties.

20. WITHDRAWAL FROM SYSTEM

This Agreement shall take effect as above dated. This Agreement may be terminated by any Parties or Participating Agencies to the Agreement as listed on Exhibit "A" or Exhibit "C" as to that Party or Participating Agency by serving written notice of termination on the County and after meeting its financial obligations under this Agreement. After the expiration of sixty (60) days from the giving of such notice, the Party or Participating Agency so electing to withdraw shall cease to be a Party or Participating Agency to this Agreement. Such termination shall not relieve said Party or Participating Agency or other Party of any financial obligation assumed as part of this Agreement. (Said Party and Participating Agency shall still be obligated to pay its backbone cost-sharing expense for that fiscal year and its annual flat fee expense for that fiscal year if the Party or Participating Agency is participating in the flat fee program.) The Party or Participating Agency terminating shall not be responsible for any financial obligations assumed by the other Parties or Participating Agencies hereto subsequent to said termination. Similarly, it is understood that County has ownership of the System Backbone and certain backbone sites, as well as FCC licenses presently owned by the County, and upon any termination by any Parties

to the Agreement, any and all right, title and interest in the System Backbone, those backbone sites and FCC licenses shall remain with the County. Should the County wish to withdraw, an orderly transition to remaining Parties and Participating Agencies must be affected.

IN WITNESS WHEREOF, the Parties and Participating Agencies hereto have set their hands and seals on the date set forth opposite their respective signatures on identical counterparts of this instrument, each which shall for all purposes be deemed an original thereof.

COUNTY OF ORANGE

By: _____
Board of Supervisors

Dated: 11.23.04

Approved As to Form:
County Counsel

_____
11-10-04

CITY OF: _____

ATTEST:

By: _____

By: _____

_____
City Clerk

Dated: _____

Approved As to Form:
City Attorney

_____

ORANGE COUNTY FIRE AUTHORITY

By: _____
Chairman

Dated: _____

ATTEST:

_____
Clerk of the Authority

APPROVED AS TO FORM:

By: _____
Authority Counsel

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
ATTEST:
DARLENE J. BLOOM
CLERK OF THE BOARD OF SUPERVISORS
ORANGE COUNTY, CALIFORNIA

EXHIBIT A
800 MHz COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM
PARTIES TO AGREEMENT

CITY	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #
Aliso Viejo	City Manager	12 Journey, Suite 100 Aliso Viejo, CA 92656-5335	949/425-2512
Anahcim	City Manager	200 S. Anahcim Blvd. Anaheim, CA 92805	714/765-5162
Brea	City Manager	1 Civic Center Circle Brea, CA 92821-5732	714/990-7770
Buena Park	City Manager	6650 Beach Blvd. Buena Park, CA 90620	714/562-3550
Costa Mesa	City Manager	77 Fair Drive Costa Mesa, CA 92626	714/754-5328
Cypress	City Manager	5275 Orange Avenue Cypress, CA 90630	714/229-6688
Dana Point	City Manager	33282 Golden Lantern, Suite 203 Dana Point, CA 92629	949/248-3513
Fountain Valley	City Manager	10200 Slater Avenue Fountain Valley, CA 92708	714/593-4410
Fullerton	City Manager	303 W. Commonwealth Ave Fullerton, CA 92832	714/738-6310
Garden Grove	City Manager	11222 Acacia Parkway Garden Grove, CA 92840	714/741-5100
Huntington Beach	City Administrator	2000 Main Street Huntington Beach, CA 92648	714/536-5575
Irvine	City Manager	1 Civic Center Plaza P.O. Box 19575 Irvine, CA 92623-9575	949/724-6246
La Habra	City Manager	201 E. La Habra Blvd. La Habra, CA 90633	562/905-9701
La Palma	City Manager	7822 Walker Street La Palma, CA 90623	714/690-3333
Laguna Beach	City Manager	505 Forest Avenue Laguna Beach, CA 92651	949/497-0704
Laguna Hills	City Manager	24035 El Toro Road Laguna Hills, CA 92653	949/707-2610
Laguna Niguel	City Manager	27801 La Paz Road Laguna Niguel, CA 92677	949/362-4300
Laguna Woods	City Manager	24264 El Toro Road Laguna Woods, CA 92653	949/639-0525
Lake Forest	City Manager	25550 Commercentre Drive Lake Forest, CA 92630	949/461-3410
Los Alamitos	City Manager	3191 Katella Avenue Los Alamitos, CA 90720	562/431-3538 ext. 201
Mission Viejo	City Manager	200 Civic Center Mission Viejo, CA 92691	949/470-3051

EXHIBIT A
800 MHz COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM
PARTIES TO AGREEMENT

CITY	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #
Newport Beach	City Manager	3300 Newport Blvd. Newport Beach, CA 92663-3884	949/644-3000
Orange	City Manager	300 East Chapman Ave. Orange, CA 92866	714/744-2222
Placentia	City Administrator	401 East Chapman Ave Placentia, CA 92870	714/993-8117
Rancho Santa Margarita	City Manager	22112 El Paseo Rancho Santa Margarita, CA 92688	949/635-1800 ext. 210
San Clemente	City Manager	100 Avenida Presidio San Clemente, CA 92672	949/361-8322
San Juan Capistrano	City Administrator	32400 Paseo Adelanto San Juan Capistrano, CA 92675	949/443-6317
Santa Ana	City Manager	20 Civic Center Plaza Santa Ana, CA 92701	714/647-5200
Seal Beach	City Manager	211 8th Street Seal Beach, CA 90740	562/431-2527 ext. 300
Stanton	City Manager	7800 Katella Avenue Stanton, CA 90680-3162	714/379-9222 ext. 240
Tustin	City Manager	300 Centennial Way Tustin, CA 92780	714/573-3010
Villa Park	City Manager	17855 Santiago Blvd. Villa Park, CA 92861	714/998-1500
Westminster	City Manager	8200 Westminster Blvd. Westminster, CA 92683	714/898-3311 ext. 402
Yorba Linda	City Manager	4845 Casa Loma Avenue P. 0. Box 87014 Yorba Linda, CA 92886	714/961-7110
West Cities Communications Center (West-Comm)	West-Comm Administrator	911 Seal Beach Blvd. Seal Beach, CA 90740	562/594-7243

EXHIBIT A
800 MHz COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM
PARTIES TO AGREEMENT

COUNTY AGENCY/ DEPARTMENT	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #
District Attorney	District Attorney	401 Civic Center Drive West P. 0. Box 808 Santa Ana, CA 92702	714/834-3636
Health Care Agency	Director	405 W. 5th Street Santa Ana, CA 92701	714/834-6254
Integrated Waste Management Department	Director	320 N. Flower St., Suite 400 Santa Ana, CA 92703	714/834-4122
John Wayne Airport	Airport Director	3160 Airway Avenue Costa Mesa, CA 92626-4608	949/252-5183
Probation Department	Chief Probation Officer	1535 E. Orangewood Avenue Anaheim, CA 92705	714/937-4701
Resources & Development Management Department	Director	300 N. Flower Street Santa Ana, CA 92703-5000	714/834-4643
Sheriff-Coroner Department	Sheriff-Coroner	550 N. Flower St. P. 0. Box 449 Santa Ana, CA 92703	714/647-1800

FIRE SERVICES	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #
Orange County Fire Authority	Fire Chief	1 Fire Authority Road Irvine, CA 92602	714/573-6010
Metro Net Fire Dispatch Center	Communications Manager	201 So. Anaheim Blvd., Suite 302 Anaheim, CA 92805	714/765-4077

EXHIBIT B

CITY USERS	LAW	PUBLIC WORKS	LIFEGUARD	FIRE
ALISO VIEJO	SHERIFF			OCFA
ANAHEIM	X	X		X
BREA	X	X		X
BUENA PARK	X	X		OCFA
COSTA MESA	X	X		X
CYPRESS	X	X		OCFA
DANA POINT	SHERIFF	X		OCFA
FOUNTAIN VALLEY	X	X		X
FULLERTON	X	X		X
GARDEN GROVE	X	X		X
HUNTINGTON BEACH	X	X	X	X
IRVINE	X	X		OCFA
LA HABRA	X	X		X
LA PALMA	X	X		OCFA
LAGUNA BEACH	X	X	X	X
LAGUNA HILLS	SHERIFF	X		OCFA
LAGUNA NIGUEL	SHERIFF	X		OCFA
LAGUNA WOODS	SHERIFF			OCFA
LAKE FOREST	SHERIFF			OCFA
LOS ALAMITOS	X	X		OCFA
MISSION VIEJO	SHERIFF	X		OCFA
NEWPORT BEACH	X	X	X	X
ORANGE	X	X		X
PLACENTIA	X	X		OCFA
RANCHO SANTA MARGARITA	SHERIFF			OCFA
SAN CLEMENTE	SHERIFF	X	X	OCFA
SAN JUAN CAPISTRANO	SHERIFF	X		OCFA
SANTA ANA	X	X		X
SEAL BEACH	X	X	X	OCFA
STANTON	SHERIFF	X		OCFA
TUSTIN	X	X		OCFA
VILLA PARK	SHERIFF	X		OCFA
WESTMINSTER	X	X		OCFA
YORBA LINDA	BREA	X		OCFA
WEST-COMM	X			
METRONET				X

COUNTY USERS	LAW	PUBLIC WORKS	LIFEGUARD	FIRE
DISTRICT ATTORNEY	X			
HCA		X		
IWMD		X		
JOHN WAYNE AIRPORT	X	X		
PROBATION	X			
RDMD		X	X	
SHERIFF-CORONER	X			
OCFA				X

EXHIBIT B

MUTUAL AID USERS	LAW	PUBLIC WORKS	LIFEGUARD	FIRE
AFRC FIRE DEPARTMENT				X
AMR AMBULANCE				X
BOEING FIRE DEPARTMENT				X
CALIFORNIA HIGHWAY PATROL	X			
CALIFORNIA STATE PARKS	X			
CALIFORNIA STATE UNIVERSITY FULLERTON POLICE	X			
CAMP PENDLETON FIRE DEPARTMENT				X
CARE AMBULANCE				X
CDF RIVERSIDE FIRE DEPARTMENT				X
CORONA FIRE DEPARTMENT				X
DISNEYLAND FIRE DEPARTMENT				X
DOCTOR'S AMBULANCE				X
EMERGENCY AMBULANCE				X
FBI	X			
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT PD	X			
LA HABRA HEIGHTS FIRE DEPARTMENT				X
LAGUNA BEACH COUNTY WATER DISTRICT		X		
LOS ANGELES COUNTY SHERIFF AERO BUREAU	X			
MEDIX AMBULANCE				X
MERCY AIR				X
NAVAL WEAPONS STATION FIRE DEPARTMENT				X
NORTHROP GRUMMAN FIRE DEPARTMENT				X
SADDLEBACK COLLEGE POLICE DEPARTMENT	X			
SANITATION DISTRICT OF ORANGE COUNTY		X		
SCHAEFER AMBULANCE				X
UNITED STATES FOREST SERVICE				X
UNIVERSITY OF CALIFORNIA IRVINE POLICE	X			

EXHIBIT C
800 MHz COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM
MUTUAL AID USERS

MUTUAL AID USERS	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #
AFRC Fire Department	Tom McKinnon	4250 Constitution Los Alamitos, CA 90720	562/795-2144
AMR Ambulance	Ernie Chavez	10662 Stanford Ave. Garden Grove, CA 92840	714/638-6200
Boeing Fire Department	Scott Bolton	2600 Westminster Blvd. Seal Beach, CA 90740	562/797-3188
California Highway Patrol Helicopters	Bob Fablee	3865-A W. Commonwealth Ave. Fullerton, CA 92833	714/449-7091
California State Parks	Ken Kramer	8471 North Coast Highway Laguna Beach, CA 92651	949/497-1582
California State University Fullerton Police and Fire Departments	Sgt. Bob Baker	P.O. Box 6806 Fullerton, CA 92834-6806	714/278-2904
Camp Pendleton Fire Department	Chief Timothy Hoover	PO Box 555211 Camp Pendleton, CA 92055	760/725-4321
Care Ambulance	Rick Richardson	8932 Katella Ave., Suite 201 Anaheim, CA 92804	714/828-7750
CDF Riverside Fire Department	Chief Mike Burton	210 W. San Jacinto Ave Perris, CA 92570	951/940-6900
Corona Fire Department	Deputy Chief Marcus Billington	815 W. 6th Street Corona, CA 92882	909/736-2220
Disneyland Fire Department	Lon Cahill	1313 S. Harbor Blvd. Anaheim, CA 92803-3232	714/781-4666
Doctor's Ambulance	Jim Ignacio	23091 Terra Drive Laguna Hills, CA 92653	949/951-8535 ext. 206
Emergency Ambulance	Jim Karras	3200 East Birch #A Brea, CA 92821	714/990-1742
FBI	Dan Koch	11000 Wilshire Blvd., Ste. 1700 Los Angeles, CA 90024	310/996-3720
Huntington Beach Union High School District Police	Scott Atkinson	10251 Yorktown Ave. Huntington Beach, CA 92646-2999	714/536-7521
La Habra Heights Fire Department	John Nielsen	1245 N. Hacienda Road La Habra Heights, CA 90631	562/694-8283
Laguna Beach County Water District	Dennis Hoffer	306 Third Street Laguna Beach, CA 92651	949/497-2585
Los Angeles County Sheriff Aero Bureau Areo Bureau	Capt. James DiGiovanna	3235 Lakewood Blvd. Long Beach, CA 90808	562/421-2701

EXHIBIT C
800 MHz COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM
MUTUAL AID USERS

MUTUAL AID USERS	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #
Medix Ambulance	Michael Dimas	26021 Pala Drive Mission Viejo, CA 92691	949/470-8921
Mercy Air	Aaron Oshima	P.O. Box 2532 Fontana, CA 92334	909/841-2882
Naval Weapons Station Fire Department	Larry Bach	Fire Division Code N23 800 Seal Beach Blvd. Seal Beach, CA 90740-5000	562/626-7005
Northrop Grumman Fire Department	Sam Luque	33000 Avenida Pico San Clemente, CA92673	949/361-7011
Saddleback College Police Department	Chief Harry Parmer	28000 Marguerite Parkway Mission Viejo, CA 92692	949/582-4585
Sanitation District of Orange County	Howard Lembke	10844 Ellis Ave. Fountain Valley, CA 92728	714/593-7270
Schaefer Ambulance	Jimmy McNeal	2215 South Bristol Ave. Santa Ana, CA 92704	714/545-8486
United States Forest Service	James Nordenger	P. O. Box 897 Poway, CA 92074	858/695-0258
University of California, Irvine Police Department	Lt. Jeff Hutchinson	150 Public Services Building Irvine, CA 92697-4900	949/824-1140

EXHIBIT D
800 MHz COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM
PARTICIPATING AGENCIES

AGENCY	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #