AMENDMENT TO JOINT AGREEMENT FOR THE OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT OF THE ORANGE COUNTY 800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM

THIS AMENDMENT ("**Amendment**") is entered into on March 18, 2015 by and between the Parties listed on Exhibit A, attached hereto, which are sometimes individually referred to as "**Party**" or collectively referred to as the "**Parties**."

RECITALS

A. On November 23, 2004, the Parties executed that certain document entitled *Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 Megahertz Countywide Coordinated Communications System* ("**Agreement**"), which provides for the management and governance of the 800 MHz Countywide Coordinated Communications System ("800 MHz CCCS").

B. The 800 MHz CCCS requires significant enhancement in order to extend the life of the system.

C. Pursuant to Section 15.10 of the Agreement, the Governance Committee and the County have developed a long-range implementation plan to extend the CCCS, and have developed a scope of work, which includes all the activities, infrastructure and project schedule information for fiscal years 2014-19 described on Exhibit B, attached hereto ("**System Extension**").

D. The Governance Committee and County have also developed the overall estimated cost of the System Extension, including each Party's estimated funding share by fiscal year described on Exhibit C, attached hereto.

E. A Party's funding plan for the System Extension may consist of one or more of the following: 1) a Party's cash contribution, 2) a Party or a group of Parties financing all or a portion of the System Extension through the issuance of tax exempt bonds or other public financing mechanisms, and/or 3) a Party or group of Parties financing all or a portion of the System Extension through the County approved System Extension vendor.

F. The Parties desire to amend the Agreement to provide their commitment to the System Extension and describe their implementation and funding obligations.

G. This Amendment has been approved by the Governance Committee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Implementation Obligations. The Parties hereby commit to fund and implement the System Extension as described on Exhibit B and Exhibit C.

a. California Environmental Quality Act ("CEQA"). The County shall be the lead agency for purposes of CEQA and shall obtain all necessary approvals for the System Extension.

b. Party Cost Share. The Parties intend to implement and fund the System Extension over several years beginning in fiscal year 2014-15 through fiscal year 2018-19. Each Party is responsible for its fair share contribution to the System Extension. The total estimated budget for the System Extension and each Party's fair share contribution is depicted on Exhibit C ("**Cost Share**"). A Party's Cost Share is determined by the number of subscriber radios used by the Party on the CCCS, as well as the Party's proportionate share of the System Extension dedicated to System Backbone. Each Party shall pay its total Cost Share in five fiscal year payments beginning in fiscal year 2014-15 through fiscal year 2018-19 in accordance with the procedures in Subsection (c) below. Each Party acknowledges that its Cost Share for the System Extension is an estimate and is expressed as a not to exceed amount. Each Party's Cost Share will be based on an actual quote by a third party vendor who will perform the System Extension under a contract or series of contracts approved and managed by the County ("**Contractor**"). A Party's actual Cost Share amount will be determined prior to the beginning of each fiscal year in which it is due and will be based on the Contractor's scope of work for the respective fiscal year. Therefore, the Cost Share depicted on Exhibit C may change, and may be periodically updated by the Parties to reflect any changed equipment or authorized System Extension modification expenses.

c. Invoicing & Payment. The County will calculate the actual Cost Share amount due the following fiscal year, and will invoice each Party by July 1. Each Party shall pay its respective Cost Share to the County within thirty (30) days of the start of the fiscal year. A Party is exempt from the payment procedures of this Subsection 1.c for the relevant fiscal year if it has:

i. Executed a binding agreement with the County approved Contractor, agreeing to pay or finance its Cost Share through the Contractor directly, or
ii. Executed a binding agreement with the County agreeing to jointly finance its Cost Share.

d. Cost Share Responsibility. Upon execution of this Amendment, each Party is responsible for its actual Cost Share regardless of the form and manner of payment described herein, such that the Party cannot terminate its Cost Share obligation for any reason. In the event of a withdrawal from the system in accordance with Section 20 of the Agreement or in the case of a default for failure to pay its Cost Share in accordance with this Amendment, each Party remains obligated to pay to County the Party's outstanding Cost Share as that obligation becomes due. Should any Party fail to pay its respective Cost Share when due, the County shall take action as is appropriate to obtain such payment. Nothing herein shall be construed as the County's exclusive remedy for the remediation of defaults by a Party or Parties,

and the County reserves the right to pursue any and all available rights and remedies at law or in equity.

e. County Trust Account. The County shall deposit all Cost Share contributions into a trust account that is managed solely for the purpose of the System Extension.

2. System Extension Administration. The Orange County Sheriff-Coroner Department/Communications & Technology Division shall administer all agreements for the System Extension, and regularly report such progress to the Governance Committee.

3. Participating Agencies. The Parties hereby update the list of Participating Agencies described on Exhibit D, attached hereto, which shall replace in its entirety Exhibit D of the Agreement. Participating Agencies will continue to contribute to overall backbone costs through the payment of a separate and established entry fee for every radio added to the system.

4. Capitalized Terms. Any capitalized terms not defined herein shall have the meanings set forth in the Agreement.

5. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

6. Full Force. Except as expressly set forth herein, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

THE COUNTY OF ORANGE,
a political subdivision of the State of California

By:_____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

By:_____
Clerk of the Board of Supervisors
County of Orange, California

APPROVED AS TO FORM:
COUNTY COUNSEL

By:_____

[CITY SIGNATURE BLOCKS TO BE INSERTED]

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Clerk of the Board of Supervisors
County of Orange, California

APPROVED AS TO FORM:
COUNTY COUNSEL

By:_____

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: 03/24/15

By:_____
Thomas Duarte
City Attorney

CITY OF COSTA MESA,
a California municipal corporation
Date:_____

By:_____
Stephen Mensinger
Mayor

ATTEST:
Date: 3/30/15

By: Brenda Green
Brenda Green
City Clerk

EXHIBIT A

PARTIES TO THE AMENDMENT

ENTITY	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #
Aliso Viejo	City Manager	12 Journey, Suite 100 Aliso Viejo, CA 92656-5335	949/425-2512
Anaheim	City Manager	200 S. Anaheim 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 Irvine, CA 92623-9575	949/724-6246
La Habra	City Manager	201 E. La Habra Blvd. La Habra, CA 90633	562/905-9701

ENTITY	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #
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
Metro Cities Fire Authority	Manager	201 S. Anaheim Blvd., Suite 302 Anaheim, CA 92805	714/765-4077
Mission Viejo	City Manager	200 Civic Center Mission Viejo, CA 92691	949/470-3051
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
Orange County Fire Authority	Fire Chief	1 Fire Authority Road Irvine, CA 92602	714/573-6010
Orange, County of	CEO	333 W. Santa Ana Blvd. Santa Ana, CA 92701	714/834-6200

ENTITY	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #
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
West Cities Police Communications	West-Comm Administrator	911 Seal Beach Blvd. Seal Beach, CA 90740	562/594-7243
Westminster	City Manager	8200 Westminster Blvd. Westminster, CA 92683	714/898-3311 ext. 402
Yorba Linda	City Manager	4845 Casa Loma Avenue Yorba Linda, CA 92886	714/961-7110

EXHIBIT B

GENERAL DESCRIPTION OF SYSTEM EXTENSION AND PROJECT SCHEDULE

1.0 Overview

The System Extension plan will focus on extending the life of the existing CCCS radio system by systematically replacing end-of-life equipment in strategic phases culminating in an upgrade to P25 compliance with the goal of continuing to provide quality radio communications to the law, fire, lifeguard and public works agencies in Orange County.

2.0 Description of System Extension

2.1 *System Backbone* – Radio infrastructure equipment that is at or near the end of its expected life will be directly replaced with the current version of the same equipment that will maintain all existing features and functionalities and is able to work with the existing backhaul network. Specifically, this will involve the replacement of 565+ existing Quantar radio base stations and ancillary equipment at 25 radio sites with 800 MHz 3600 baud GTR8000 base stations and ancillary equipment. This will be accomplished in accordance with the following schedule:

System Backbone schedule:

Northwest Cell = 24 Quantars replaced in 2015
Southwest Cell = 40 Quantars replaced in 2015
Laguna Cell = 33 Quantars replaced in 2016
Moorhead IR Site = 8 Quantars replaced in 2016
North Cell = 105 Quantars replaced in 2016
South Cell = 135 Quantars replaced in 2017
Crystal Cove IR Site = 4 Quantars replaced in 2017
Countywide Cell = 210 Quantars replaced in 2017
Carbon Canyon IR Site = 3 Quantars replaced in 2017
Silverado IR Site = 3 Quantars replaced in 2017

2.2 *Law Enforcement Dispatch Consoles* – Police Dispatch Gold Elite consoles will be out-of-service by the vendor in 2018 and will need to be replaced prior to 2018 to maintain the existing console priority feature once the system is upgraded to P25. Console priority is a feature unique to law enforcement dispatch and allows dispatch to have the ability to transmit and receive audio simultaneously and is an officer safety necessity. Existing Gold Elite Console equipment will be replaced with its successor console, the MCC7500. Due to the complexity of the replacement at each law dispatch center, only 6 dispatch centers can be upgraded each year. A schedule has been developed to address the 20 law dispatch centers on the system, as shown below.

Console schedule:

FY14/15 - Loma Ridge, Irvine, Laguna Beach, Huntington Beach

FY15/16 - Anaheim, Brea, West Comm, Santa Ana, Tustin

FY16/17 - Orange, Fullerton, Costa Mesa, Garden Grove, Westminster

FY17/18 - Placentia, La Palma, Newport Beach, Fountain Valley, Buena Park, La Habra

2.3 *System Field Equipment* – When the System Backbone is upgraded to the P25 standard in FY 2018/2019, all subscriber radio equipment will also need to be P25 capable. Subscriber radios that are capable of being upgraded will need to receive the software/firmware upgrade prior to the backbone upgrade. Older subscriber radio equipment that is not capable of being upgraded to the P25 standard will need to be replaced prior to the P25 upgrade. Each agency will be responsible for the purchase of either replacement radios, or the necessary subscriber upgrade package for upgradable radios.

2.4 *P25 Upgrade* – When all backbone sites and law dispatch consoles have completed their equipment replacement, the vendor will initiate the necessary equipment and software update to bring the system up to the 7.18 software platform for P25 compliance. This final phase of the System Extension plan is scheduled for FY 2018/2019.

EXHIBIT C

TOTAL ESTIMATED SYSTEM EXTENSION COST & ESTIMATED PARTY COST SHARE BY FISCAL YEAR

		FY 15-16 Radio Counts			ESTIMATED COST					
					City/Agency Cost		Partnership Cost			
	CITY/AGENCY	Upgrade (P25 Capable With Software Upgrade)	Replace (Upgrade To P25 Not Possible)	Total	Console Equipment	Radio Equipment*	FY 15-16 North & Laguna Cells	FY 16-17 South & Countywide Cells	FY 17-18 Remaining Backbone	TOTAL
1.	ALISO VIEJO	11	21	32	$ -	$ 136,650	$ 7,028	$ 18,930	$ 43,599	$ 206,206
2.	ANAHEIM	432	1,351	1,783	1,928,869	8,602,800	391,545	1,054,758	2,429,268	14,407,241
3.	BREA	62	302	364	648,137	1,883,300	79,891	215,329	495,936	3,322,593
4.	BUENA PARK	76	258	334	569,804	1,635,400	73,276	197,582	455,062	2,931,124
5.	COSTA MESA	105	523	628	680,354	3,258,750	137,966	371,502	855,626	5,304,197
6.	CYPRESS	24	170	194	0	1,047,600	42,604	114,763	264,317	1,469,285
7.	DANA POINT	15	49	64	0	311,250	14,054	37,860	87,198	450,362
8.	FOUNTAIN VALLEY	45	204	249	443,290	1,275,750	54,702	147,299	339,253	2,260,294
9.	FULLERTON	125	513	638	501,417	3,221,750	140,141	377,418	869,250	5,109,976
10.	GARDEN GROVE	115	475	590	369,240	2,982,250	129,608	349,023	803,852	4,633,972
11.	HUNTINGTON BEACH	452	820	1,272	1,097,718	5,439,800	279,398	752,469	1,733,051	9,302,436
12.	IRVINE	111	503	614	432,209	3,145,650	134,878	363,220	836,551	4,912,509
13.	LA HABRA	73	190	263	573,584	1,223,950	57,809	155,581	358,327	2,369,252
14.	LA PALMA	31	51	82	166,901	341,650	18,008	48,508	111,722	686,789
15.	LAGUNA BEACH	85	247	332	526,652	1,579,750	72,883	196,399	452,337	2,828,021
16.	LAGUNA HILLS	4	41	45	0	250,600	9,875	26,620	61,311	348,407
17.	LAGUNA NIGUEL	9	55	64	0	340,350	14,081	37,860	87,198	479,489
18.	LAGUNA WOODS	2	4	6	0	26,300	1,330	3,549	8,175	39,354
19.	LAKE FOREST	21	67	88	0	426,150	19,325	52,058	119,897	617,429
20.	LOS ALAMITOS	15	45	60	0	287,250	13,176	35,494	81,748	417,668
21.	METRONET	37	10	47	1,966,250	102,550	10,321	27,803	64,036	2,170,960
22.	MISSION VIEJO	30	90	120	0	574,500	26,366	70,988	163,495	835,349
23.	NEWPORT BEACH	438	401	839	532,934	2,909,700	184,290	496,322	1,143,105	5,266,351
24.	ORANGE	115	514	629	596,012	3,216,250	137,889	372,094	856,988	5,181,233
25.	PLACENTIA	30	107	137	413,090	676,500	30,119	81,044	186,657	1,367,410
26.	RANCHO SNTA. MARG.	7	29	36	0	182,050	7,908	21,296	49,049	260,301
27.	SAN CLEMENTE	12	97	109	0	595,800	23,931	64,480	148,508	832,719
28.	SAN JUAN CAPISTRANO	6	33	39	0	204,900	8,525	23,071	53,136	289,632
29.	SANTA ANA	219	818	1,037	591,620	5,159,850	227,713	613,451	1,412,872	8,005,506
30.	SEAL BEACH	25	97	122	0	610,750	26,844	72,171	166,220	875,985
31.	STANTON	10	63	73	0	389,500	16,051	43,184	99,460	548,195
32.	TUSTIN	81	243	324	483,266	1,551,150	71,126	191,867	441,437	2,738,846
33.	VILLA PARK	0	6	6	0	36,000	1,318	3,549	8,175	49,042
34.	WEST-COMM	4	13	17	631,052	82,600	3,733	10,057	23,162	750,604
35.	WESTMINSTER	73	274	347	549,621	1,727,950	76,137	205,273	472,774	3,031,755
36.	YORBA LINDA	35	62	97	0	412,250	21,302	57,382	132,159	623,092
37.	OCFA	950	863	1,813	3,217,500	6,270,500	397,622	1,072,505	2,470,142	13,428,269
38.	OCTA	70	43	113	0	338,500	24,875	66,847	153,958	584,179
39.	OC LIFEGUARD	7	47	54	438,900	290,050	11,865	31,944	73,573	846,333
40.	IRVINE VLLY. CLLG. PD	16	0	16	0	18,400	3,527	9,465	21,799	53,192
41.	SANTA ANA UNIF. SD. PD	51	2	53	0	70,650	11,639	31,353	72,210	185,852
42.	SADDLEBACK CLLG. PD	18	0	18	0	20,700	3,953	10,648	24,524	59,825
43.	CEO	1	1	2	0	7,150	439	1,183	2,725	11,497
44.	DA	0	225	225	0	1,350,000	49,411	133,102	306,554	1,839,067
45.	HCA	184	98	282	0	799,600	61,804	166,821	384,214	1,412,439
46.	JWA	39	194	233	536,250	1,208,850	51,175	137,834	317,453	2,251,563
47.	OC ANIMAL CONTROL	10	110	120	350,000	671,500	26,386	70,988	163,495	1,282,369
48.	OC DANA POINT HARBOR	0	13	13	0	78,000	2,822	7,690	17,712	106,225
49.	OC PARKS	131	248	379	0	1,636,650	83,218	224,203	516,373	2,462,443
50.	OCPW	10	469	479	0	2,825,500	105,270	283,359	652,619	3,866,748
51.	OCWR	59	3	62	0	85,850	13,602	36,677	84,473	220,602
52.	PROBATION	177	435	612	0	2,813,550	134,695	362,037	833,826	4,144,108
53.	SHERIFF	857	1,922	2,779	4,428,829	12,517,550	610,825	1,643,955	3,786,280	22,987,439
54.	SSA	19	0	19	0	21,850	4,173	11,240	25,887	63,149
	TOTAL						$ 4,162,452	$ 11,211,905	$ 25,822,727	
								$41,197,084		
								PARTNERSHIP TOTAL		

The costs stated herein are estimated costs expressed as not to exceed amounts subject to the final system design.

* It is recommended that the Partnership co-ordinate a bulk equipment purchase in FY 16-17.

January 2015

EXHIBIT D

PARTICIPATING AGENCIES

AGENCY	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #
Irvine Valley College Police Department	Police Chief	5500 Irvine Center Drive, Irvine CA 92618	949/451-5201
Orange County Transportation Authority	Administrator	600 S. Main Street, Orange CA 92868	714/560-6282
Saddleback College Police Department	Police Chief	28000 Marguerite Parkway, Mission Viejo CA 92692	949/582-4390
Santa Ana Unified School District Police Department	Police Chief	1601 E. Chestnut Avenue, Santa Ana CA 92701	714/558-5536
US Ocean Safety (OC Lifeguards)	President	34127 Pacific Coast Highway, Dana Point CA 92629	949/276-5050