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April 8, 2011

Robert L. Pettit  
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Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, SW  
Washington, DC 20554

Re: PS Docket No. 06-229

Dear Ms. Dortch:

On behalf of Motorola Solutions, Inc. ("MSI"), this letter is to inform the Commission that on April 5, 2011, MSI and Harris County, Texas entered into the attached Second Amendment to the BIGNET Master Agreement previously entered into between Harris County and MSI. MSI requests that this agreement be included in the record of the above-captioned proceeding.

Please let me know if you have any questions regarding this or would like any additional information.

Sincerely,

/s/ Robert L. Pettit

Robert L. Pettit  
Counsel to Motorola Solutions, Inc.

Attachment

cc: Jennifer Manner  
Erika Olsen  
Gene Fullano

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND  
MOTOROLA SOLUTIONS, INC.**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS                   §

This Second Amendment to the Agreement is made and entered into by and between by and between the Harris County (“County”), a body corporate and politic under the laws of the State of Texas acting by and through Harris County Information Technology, and Motorola Solutions, Inc., (“Contractor” or “Motorola”). The County and Contractor are referred to herein collectively as “Parties” and individually as a “Party.”

*Recitals*

On September 29, 2009, Commissioners Court approved a sole source agreement between Harris County and Motorola (“the Radio System Master Agreement”) for the engineering, hardware, software, and installation of the Microwave Phase III Project for the Harris County Radio System for the Harris County Information Technology Center.

On April 27, 2010, the Parties amended the Radio System Master Agreement to add additional microwave radio sites.

On December 21, 2010, the County entered into an agreement with Motorola to acquire hardware, software, and support for the Broadband Interoperable Gateway Network of East Texas (“BIGNET”) Project (the “BIGNET Master Agreement”).

On March 22, 2011, the Parties amended the BIGNET Master Agreement to add a packet gateway/server gateway to the services.

The Parties desire to amend the BIGNET Master Agreement a second time (“Second Amendment”) to correct and clarify language.

*Terms*

I.

This Second Amendment shall be governed by the BIGNET Master Agreement and First Amendment which are attached hereto as Exhibit A and incorporated herein by reference.

## II.

In the BIGNET Master Agreement, in Exhibit 1 (Motorola's Proposal for the County dated November 24, 2010, which includes the following Sections: 1) Executive Summary, 2) System Description, 3) Equipment List/Pricing Summary, 4) Statement of Work, 5) Acceptance Test Plan, and 6) Warranty and Maintenance Plan); Section 2 (System Description); on page 2-2; the paragraph entitled "2.2 System and Solution Coverage Design: Portable On-Street Coverage," the sentence that reads:

The System and Solution is modeled to provide on-street coverage using a portable device for users with a minimum data rate up to 200 Kbps in the uplink direction and 768 Kbps in the downlink direction.

is hereby amended to read:

The System and Solution is modeled to provide on-street coverage using a portable device for users with a minimum data rate of 256 Kbps in the uplink direction and 768 Kbps in the downlink direction.

## III.

Contractor and the County shall comply with the Federal Communications Commission's ("FCC") orders adopted on May 11, 2010, and December 10, 2010, docket number PS 06-229, in the performance of the Services pursuant to the BIGNET Master Agreement. Additionally, Contractor and the County shall comply with any and all future FCC rules and orders applicable to the Services performed under the BIGNET Master Agreement.

## IV.

No additional funds are required for the execution of this Second Amendment.

## V.

All other terms of the BIGNET Master Agreement shall remain in full force and effect as originally written and subsequently written.

## VI.

It is expressly understood and agreed that the BIGNET Master Agreement and First Amendment are attached to this Second Amendment and incorporated herein by reference. In the event of any conflict between the terms and provisions of this Second Amendment, or any portion thereof, and

the terms and provisions of any other part or portion of the BIGNET Master Agreement or First Amendment, this Second Amendment shall control.

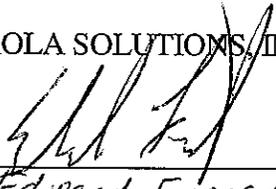
VII.

EXECUTION

Multiple Counterparts: This Second Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Second Amendment.

Executed on this the \_\_\_\_\_ day of APR 05 2011, 2011.

MOTOROLA SOLUTIONS, INC.

By:   
Name: Edward Fuerst  
Title: MSSI Vice President  
Date: 3/24/11

HARRIS COUNTY

By:   
ED EMMETT  
COUNTY JUDGE

APPROVED AS TO FORM:  
VINCE RYAN  
COUNTY ATTORNEY

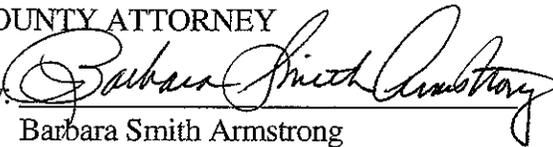
By:   
Barbara Smith Armstrong  
Assistant County Attorney  
C.A. File 11GEN0497

EXHIBIT A

BIGNET Master Agreement and First Amendment

(follow behind)

THE STATE OF TEXAS    §  
   §  
 COUNTY OF HARRIS     §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_ day of APR 05 2011, 2011 with the following members present, to-wit:

Ed Emmett	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Jack Morman	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
Jerry Eversole	Commissioner, Precinct No. 4

and the following members absent, to-wit: NONE, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND MOTOROLA SOLUTIONS, INC.**

Commissioner Lee introduced an order and made a motion that the same be adopted. Commissioner Radack seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Recitals**

- On September 29, 2009, Commissioners Court approved a sole source agreement using Grant Funds between Harris County and Motorola Solutions, Inc. ("the Radio System Master Agreement") for the engineering, hardware, software, and installation of the Microwave Phase III Project for the Harris County Radio System for the Harris County Information Technology Center.
- On April 27, 2010, the Parties amended the Radio System Master Agreement to add additional microwave radio sites.

Presented to Commissioner's Court

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3. On December 21, 2010, the County entered into an agreement with Motorola to acquire hardware, software, and support for the Broadband Interoperable Gateway Network of East Texas ("BIGNET") Project (the "BIGNET Master Agreement").
4. On March 22, 2011, the Parties amended the BIGNET Master Agreement to add a packet gateway/server gateway to the services.
5. The Parties desire to amend the BIGNET Master Agreement a second time ("Second Amendment") to correct and clarify language.

**Now, therefore, be it Ordered by the Commissioners Court of Harris County:**

1. That the recitals set forth in this Order are true and correct.
2. That County Judge Ed Emmett be, and he is hereby, authorized to execute for and on behalf of Harris County, the Second Amendment to the BIGNET Master Agreement between Harris County and Motorola Solutions, Inc., in order to correct and clarify language, and at no additional cost. The Second Amendment is incorporated herein as though fully set forth word for word.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.