

FREQUENCY RECONFIGURATION AGREEMENT

THIS FREQUENCY RECONFIGURATION AGREEMENT (this "Agreement") is made as of this ____ day of _____, 2008 ("Effective Date"), by and between the **County of San Bernardino**, a political subdivision of the State of California ("Incumbent"), and Nextel of California, Inc. ("Nextel"), a wholly owned indirect subsidiary of Sprint Nextel Corp., a Kansas corporation (each is referred to in this Agreement as a "Party" and together as the "Parties").

RECITALS

- A. On August 6, 2004, the Federal Communications Commission ("FCC") issued a Report and Order that modified its rules governing the 800 MHz band. The purpose of the Order was to reconfigure the 800 MHz band to minimize harmful interference to public safety radio communications systems in the band ("Reconfiguration").
- B. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration. The August 6, 2004 and December 22, 2004 FCC orders, and any supplemental FCC Orders in the Reconfiguration proceeding or subsequent actions after the date of this Agreement, are collectively referred to as the "Order."
- C. Pursuant to the Order, Incumbent and Nextel are licensed on frequency allocations subject to Reconfiguration.
- D. Pursuant to the Order, Nextel will pay Incumbent an amount to effect a Reconfiguration of Incumbent's affected frequency allocations ("Reconfiguration Cost"). Incumbent will certify to the Transition Administrator appointed pursuant to the Order (the "Transition Administrator") that the Reconfiguration Cost is the minimum amount necessary to provide comparable facilities.
- E. The Parties acknowledge that the Reconfiguration Costs for Incumbent's infrastructure will be agreed upon after the Effective Date, such agreement to be documented by an amendment in accordance with the terms of this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. **Frequencies to be Reconfigured:** Incumbent is the licensee under the license(s) granted by the FCC identified in Schedule A (the "Incumbent Licenses") for the operation of certain 800 MHz frequencies at the locations identified on Schedule A (the "Incumbent Frequencies"). Nextel, including its subsidiaries or affiliates, is the licensee under license(s) granted by the FCC (the "Nextel Licenses") for the operation of Specialized Mobile Radio ("SMR") systems on the frequencies and at the locations identified in Schedule B (the "Replacement Frequencies"). Pursuant to the Order, Incumbent must relinquish the Incumbent Frequencies and relocate its system to the Replacement Frequencies. The Incumbent Frequencies as identified on Schedule A and the Replacement Frequencies as identified on Schedule B may be amended prior to the Closing Date (as defined below) once the Reconfiguration Costs for Incumbent's infrastructure are determined.

2. **Frequency Reconfiguration Process:**

(a) On or before the Closing Date (as defined below) (i) Nextel or Incumbent will cause the modification of the Incumbent Licenses to add the Replacement Frequencies or Nextel will cause the creation of a new FCC license for Incumbent that includes the Replacement Frequencies; (ii) Incumbent will cause the assignment of the Incumbent Frequencies to Nextel or will cause the deletion of the Incumbent Frequencies from the Incumbent Licenses following Reconfiguration of Incumbent's system; and (iii) Nextel will cause the modification and/or cancellation of the FCC licenses it holds for the operation of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b), as such rule may be amended from time to time by the FCC.

(b) The parties agree that Nextel and the Incumbent (as appropriate) will make the FCC assignment filings for the Replacement Frequencies on a future date to be determined by the parties through mutual agreement, as provided in Section 5. The Parties agree to notify Nextel and the Incumbent (as appropriate) of the FCC assignment filings in accordance with the Notice provision of this Agreement.

3. **Reconfiguration Costs:**

(a) Acknowledgement of Obligations. Incumbent agrees that:

(i) the cost estimate set forth in Schedule C (the "Cost Estimate") sets forth all of the work required to reconfigure Incumbent's existing facilities to comparable facilities that will operate on the Replacement Frequencies; and the equipment as identified in Schedule D may be amended prior to the Closing Date in accordance with Section 8 (Changes) and Section 26 (Amendments) to reflect the addition of costs and equipment associated with the reconfiguration of Incumbent's infrastructure;

(ii) after all of the work contemplated by the Cost Estimate, and Schedule D, as amended, has been performed in accordance with this Agreement and Nextel has paid all amounts required by this Agreement, the Incumbent's reconfigured system shall be deemed for all purposes of the Order to be "comparable" to Incumbent's existing system prior to Reconfiguration, and Nextel shall be deemed to have satisfied its obligations under the Order to pay the cost of relocating Incumbent's system from the Incumbent Frequencies to the Replacement Frequencies.

(b) Payment Terms. In order to facilitate the Incumbent's transition to the Replacement Frequencies, Nextel will pay the costs incurred to reconfigure Incumbent's system in an amount not to exceed the Cost Estimate except as modified pursuant to Section 3(b)(iii) and Section 8 of this Agreement, Nextel will pay the amount of the Cost Estimate in accordance with the payment terms identified on Schedule C and as set forth below for both payments made directly to Incumbent and payments made on behalf of Incumbent directly to each third party service vendor identified on the Cost Estimate ("Vendor"). In addition to any items on Schedule C, Motorola, Inc. ("Motorola") will be providing Incumbent the equipment specifically identified on Schedule D as "Motorola Schedule D Equipment" (the "Motorola Schedule D Equipment"). Incumbent will enter into a purchase commitment with Motorola for the Motorola Schedule D Equipment and any Motorola items listed on Schedule C within thirty (30) business days from the Effective Date. Nextel and Motorola have entered into an agreement enabling Nextel to pay for the Motorola Schedule D Equipment. Nextel will make payments directly to Motorola on behalf of Incumbent for the Motorola Schedule D Equipment and will make payments to Motorola as a "Vendor," as that term is used in this Agreement, for all Motorola costs identified on Schedule C. In order for Nextel to make payments to Motorola for the Motorola Schedule D Equipment, Incumbent will fax to Nextel a bill of lading associated with each shipment of Motorola Schedule D Equipment signed by an authorized representative of Incumbent acknowledging receipt of the Motorola Schedule D Equipment in good working order. Incumbent will be required to follow all Vendor

related procedures identified in this Agreement for all Motorola Services and other Motorola costs identified on Schedule C.

(i) Within thirty (30) days of completion of the Incumbent's reconfiguration and prior to the Reconciliation Date (defined below), Incumbent will submit to Nextel financial documentation (including, by way of example, but not limited to: invoices (including travel, equipment, warehouse, and other costs associated with the reconfiguration), bills of lading, receipts, and timesheets with the employee title, hours, activity performed and hourly rate stated (Vendor and/or Incumbent internal labor as applicable) or equivalent substantive documentation) demonstrating the actual costs that Incumbent reasonably incurred or paid to other entities to reconfigure Incumbent's system ("Actual Costs"). Upon receipt by Nextel of documentation of the Actual Costs, Nextel and Incumbent will reconcile the Actual Costs against the payments made by Nextel to Incumbent, Vendor(s) and Motorola (for Motorola Services and/or other Motorola costs identified on Schedule C) (the "Reconciliation"). The Reconciliation Statement will identify what the Parties agree upon as the amount of any additional payments (subject to Section 8) due to Incumbent, Vendor(s) and Motorola (for Motorola Services and/or other Motorola costs identified on Schedule C) or any refunds due to Nextel. The date of receipt by Nextel of the Reconciliation Statement signed by Incumbent and Incumbent's counsel is the "Reconciliation Date." Should the Parties be unable to agree upon the amount of the additional payments, the Parties shall follow the dispute resolution procedures detailed in the FCC Order.

(ii) Any additional payments due to Incumbent from Nextel will be disbursed to Incumbent within thirty (30) days of the Reconciliation Date, provided the additional payments do not result from Actual Costs that exceed the Cost Estimate (in which case the provisions of Section 3(b)(iii) of this Agreement will apply). Any refunds due from the Incumbent to Nextel will be made within thirty (30) days of the Reconciliation Date.

(iii) In the event Incumbent's Actual Costs exceed the Cost Estimate, Incumbent must submit a Change Notice pursuant to Section 8 of this Agreement describing the change in scope of work that resulted in Incumbent's Actual Costs exceeding the Cost Estimate. Approval of any Change Notice will not be automatic but will be processed in accordance with Section 8 of this Agreement. Additional payments due to Incumbent, Vendor(s) or Motorola (for Motorola Services and/ or other Motorola costs identified on Schedule C), which result from an excess of Actual Costs over the Cost Estimate, as agreed on the Reconciliation Date, will be disbursed to Incumbent, Vendor or Motorola (for Motorola Services and/ or other Motorola costs identified on Schedule C) within thirty (30) days of execution by the Parties of an amendment documenting the approved changes from such Change Notice.

(iv) Prior to the Closing Date, Nextel will pay on behalf of itself and Incumbent, both Parties' applicable sales and transfer taxes, if any, and all FCC fees in connection with the preparation and filing of the necessary FCC applications for the assignment(s) described in Section 2 of this Agreement.

4. **Reconfiguration Equipment.** If needed in order to facilitate the Incumbent's transition to the Replacement Frequencies, Nextel will loan any equipment identified in Schedule D as "Loaned Reconfiguration Equipment" and/or will provide any equipment identified in Schedule D as "Replacement Equipment". The Loaned Reconfiguration Equipment and Nextel Replacement Equipment may be referred to collectively as the "Nextel Schedule D Equipment". Nextel will deliver any Nextel Schedule D Equipment to Incumbent in accordance with Schedule D. Incumbent will fax to Nextel a bill of lading associated with each shipment of Nextel Schedule D Equipment signed by an authorized representative of Incumbent acknowledging receipt of the Nextel Schedule D Equipment in good working order. Any Loaned Reconfiguration Equipment will be returned to Nextel by Incumbent prior to the Reconciliation Date.

5. **Retuning Cooperation:** The Parties acknowledge that the number of frequencies and locations covered by this Agreement will require the Parties to cooperate closely in performing their respective reconfiguration activities. The Parties agree that: (i) as of the Effective Date, the Incumbent may begin the reconfiguration of its subscriber units, in accordance with the appropriate sections of Schedule C and Schedule D, (ii) Incumbent may commence such other activities associated with the reconfiguration of its system as further detailed on Schedule C as of the Effective Date; and (iii) the Parties will agree on a schedule to make the FCC filings, clear the Replacement Frequencies and decommission the Incumbent Frequencies (the "Schedule"). Depending on the timing of the adoption of this Schedule (the "Scheduling Period"), it may require the submission of a Change Notice in accordance with Section 8 and/or an Amendment to this Agreement, but in any event the Parties agree to adopt the Schedule no later than: (i) sixty (60) days from the Effective Date of this Agreement, or (ii) pursuant to a Schedule agreed upon at a TA scheduled "Implementation Planning Session" that includes the Incumbent's system, provided the Implementation Planning Session has been scheduled by the TA prior to the expiration of 60 days from the Effective Date of this Agreement (provided, however, in the event the Implementation Planning Session is not scheduled within the expiration of sixty (60) days from the Effective Date of this Agreement, this subsection (ii) option will be preserved and the Parties will negotiate an Amendment to this Agreement pursuant to Section 8 herein), or (iii) such other date as the FCC may require. Notwithstanding the aforementioned, in the event the completion date in the Schedule for clearing the Replacement Frequencies and/or decommissioning the Incumbent Frequencies extends beyond the completion date for such task(s) in Incumbent's proposed implementation timetable (as submitted by Incumbent to the FCC in accordance with the Order), the completion date(s) in the Schedule may be subject to FCC approval. If by the end of the Scheduling Period, no agreement on the Schedule has been reached by the Parties, the Parties will jointly seek resolution in accordance with the dispute resolution provisions of the Order, including dispute resolution procedures adopted by the Transition Administrator; as they may be amended from time to time. Nothing in this Section shall prohibit the Incumbent from beginning work immediately on replacement of the subscriber units and/or subscriber software programming.

6. **Representations and Warranties:** Each Party represents and warrants to the other as follows:

(a) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation;

(b) this Agreement has been duly authorized and approved by all required organizational action of the Party;

(c) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will conflict with, or result in any material violation or default under, any term of its articles of incorporation, by-laws or other organizational documents or any agreement, mortgage, indenture, license, permit, lease, encumbrance or other instrument, judgment, decree, order, law or regulation by which it is bound;

(d) it is the lawful and exclusive FCC licensee of its respective license(s) described in this Agreement, such licenses are valid and in good standing with the FCC, and it has the authority to request the FCC to assign, modify or cancel such licenses;

(e) there is no pending or threatened action or claim that would have the possible effect of enjoining or preventing the consummation of this Agreement or awarding a third party damages on account of this Agreement; and

(f) to the best of its knowledge, all information provided to the other Party concerning the transactions contemplated by this Agreement is true and complete.

All representations and warranties made in this Agreement shall survive the Closing Date (defined below) for two (2) years.

7. **Covenants:** From the Effective Date until the Closing Date (defined below), each Party will promptly notify the other Party upon becoming aware of any pending or threatened action by the FCC or any other governmental entity or third party to suspend, revoke, terminate or challenge any license described in this Agreement or to investigate the construction, operation or loading of any system authorized under such licenses. From the Effective Date until the Closing Date, Incumbent will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any license for the Incumbent Frequencies, and Nextel will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any of the Replacement Frequencies.

8. **Changes:** The Parties acknowledge that as the Reconfiguration of Incumbent's facilities proceeds in accordance with the work contemplated by the Cost Estimate, the need for changes to the scope of such work may arise. The Parties agree that their review of any such needed changes must be performed expeditiously to keep the work on schedule and that they will provide sufficient staff to manage changes. If either Party believes that a change to the work contemplated by the Cost Estimate is required (including changes by Vendors and/or Motorola), such Party will promptly notify the other Party in writing. Such written notice (the "Change Notice") shall set forth (i) a description of the scope of the change to the work contemplated by the Cost Estimate believed to be necessary and (ii) an estimate of any increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. A Party receiving a Change Notice shall immediately perform its own analysis of the need for and scope of the change and its impact on the Cost Estimate and schedule and negotiate the change in good faith with the other Party. After the Parties have agreed upon a change to this Agreement, they shall prepare a proposed amendment to this Agreement pursuant to Section 25 and submit to the Transition Administrator a copy of the proposed amendment together with a written request for its approval. Such request shall be accompanied by reasonable documentation supporting the need for and scope of the change and any proposed increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. Incumbent is responsible for all unauthorized changes necessary as it relates to work performed by a Vendor and/or Motorola on behalf of Incumbent. No change to the Cost Estimate, the work contemplated by the Cost Estimate or the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies shall become effective until the Transition Administrator has approved the change in writing and both Parties have signed an amendment incorporating such approved change into this Agreement pursuant to Section 25. In this regard, in the event that the Transition Administrator is unable to approve the proposed amendment within ten (10) business days, then the deadline by which the Incumbent must clear all users from the Incumbent Frequencies, pursuant to Section 5, will be automatically extended by the number of days beyond ten (10) business days in which the Transition Administrator does not take final action to approve the proposed amendment. Should the Transition Administrator not approve the proposed amendment, either Party may appeal the decision consistent with the FCC Order, in which event the deadline in Section 5 will be extended by the number of days it takes for such appeal to be resolved. If the Parties are unable to agree on modification of this Agreement consistent with the Change Notice, either Party may request mediation consistent with the FCC Order. Once mediation has been requested, the deadline in Section 5 will be extended by the number of days it takes for all appeals to be resolved.

9. **Closing:** The closing ("Closing") of the transactions contemplated by this Agreement will take place within thirty (30) days after (i) FCC approval of the assignment of the Incumbent Frequencies

to Nextel and/or deletion of the Incumbent Frequencies from the Incumbent Licenses, (ii) FCC approval of the modification to add the Replacement Frequencies to the Incumbent Licenses with no material conditions or the creation of a new license for Incumbent with no material conditions that includes the Replacement Frequencies, (iii) notification by Incumbent to Nextel that the Incumbent Licenses have been cleared of all Incumbent users pursuant to Section 5 of this Agreement, (iv) delivery by Incumbent of all receipts, invoices and other documentation required to substantiate the Actual Cost and signing by Incumbent and Incumbent's counsel and delivery to Nextel of the Reconciliation Statement and other documents required to complete the Reconciliation similar to those identified on Exhibit B, (v) FCC approval of the modification and/or cancellation of the FCC licenses Nextel holds for the operation of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b), as such rule may be amended from time to time by the FCC, (vi) the refund to Nextel or payment to Incumbent as described in Section 3(b)(ii), (if applicable); and (vii) the satisfaction of all other conditions specified in this Agreement (the "Closing Date").

10. **Closing Conditions:** Performance of each Party's Closing obligations is subject to satisfaction of the following conditions (except to the extent expressly waived in writing by the other Party):

(a) the continued truth and accuracy of the other Party's representations and warranties set forth in this Agreement;

(b) all of the covenants of the other Party described in this Agreement are performed in all material respects; and

(c) execution and delivery by the other Party of Closing documents as well as any other Closing instruments and documents either Party or its counsel may reasonably request. Incumbent will execute and deliver to Nextel a closing certification required by the Transition Administrator.

(d) The Parties will cooperate in good faith and exercise their reasonable best efforts to finalize and execute these instruments and documents on or prior to the Closing Date in order to effect the Reconfiguration contemplated.

11. **Review Rights:** Incumbent agrees to maintain records and other supporting evidence related to the costs that Incumbent has expended in connection with the Reconfiguration contemplated by this Agreement and that Nextel has paid or will pay to Incumbent pursuant to this Agreement. Incumbent agrees to maintain such records and make them reasonably available to the Transition Administrator for review or reproduction until eighteen (18) months after the date of Incumbent's executed Completion Certification required by this Agreement or for a longer period if Incumbent, for its own purposes, retains such records for a longer period of time. As used in this provision, "records" includes books, documents, accounting procedures and practices and other data regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. Nextel shall be responsible for all post-Closing audit expenses of the Incumbent, except those expenses resulting from fraudulent activity on behalf of the Incumbent. To the extent that any post-Closing audit determines that Nextel paid a third-party vendor more than provided for under the FCC Order, Nextel's sole remedy is to seek reimbursement directly from the third-party vendor, unless such overpayment was the result of fraud or negligence of the Incumbent.

12. **Excluded Assets; No Assumption of Liabilities:** Nothing in this Agreement should be construed as a transfer or assignment from either Party to the other Party of any assets (including FCC licenses) except as expressly set forth in this Agreement. Other than as expressly provided in this

Agreement, neither Party is obligated to assign and transfer to the other Party any asset, tangible or intangible, nor is either Party entitled to assume any asset, tangible or intangible. Neither Party is assuming, nor is either Party responsible for, any liabilities or obligations of the other Party arising out of or in connection with the other Party's licenses (or related systems and facilities) that are the subject of this Agreement.

13. **Confidentiality:** The terms of this Agreement and any proprietary, non-public information regarding the Incumbent Frequencies, Replacement Frequencies, Nextel's business and Incumbent's business must be kept confidential by the Parties and their employees, shareholders, agents, attorneys and accountants (collectively, "Agents"), which confidentiality will survive the Closing or termination of this Agreement for a period of two (2) years. The Parties may make disclosures: (i) as required by law; (ii) to the Transition Administrator; (iii) to a manufacturer of Replacement Equipment to allow for the provisioning of that equipment to Incumbent (but only to the extent such disclosure specifically relates to that manufacturer's equipment as identified on Schedule D); and (iv) to a Vendor and/or Motorola (but only to the extent that such disclosure specifically relates to that Vendor's work and costs under this Agreement (as identified on Schedule C) or Motorola's work and costs under this Agreement (as identified on Schedule C and/or Schedule D)) as required to perform obligations under this Agreement. Nextel, Incumbent and their respective Agents may make disclosures regarding the terms of this Agreement to other public safety licensees and their Agents in accordance with the FCC Order, WT Docket No. 02-55, adopted January 8, 2007. Each Party will cause all of its Agents to honor the provisions of this Section.

14. **Cooperation:** The Parties will cooperate with each other and the Transition Administrator with respect to the Reconfiguration work contemplated by this Agreement. Without limiting the foregoing obligations, the Parties agree to cooperate in the preparation of any applications required to be filed with the FCC, and Incumbent agrees to provide reasonable access to its facilities so that the Transition Administrator may comply with any audit obligations and so any Reconfiguration work contemplated by this Agreement may be performed in accordance with the Cost Estimate and performance schedule. If a Party is subject to a denial of FCC benefits for delinquent non-tax debts owed to the FCC that would prevent or delay the timely processing of any FCC applications, such Party shall cure such delinquency in an expeditious manner and at its sole expense.

15. **Indemnification:** From and after the Closing Date, each Party (the "Indemnifying Party") will indemnify and defend the other Party, its officers, directors, employees and agents (collectively, the "Indemnified Party"), from and against all third party demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Costs"), asserted against, imposed upon or incurred by the Indemnified Party arising from or related to: (i) any breach of any covenant, agreement, representation or warranty of the Indemnifying Party contained in, or made pursuant to, this Agreement; or (ii) any and all liabilities (including successor liabilities) or obligations relating to periods prior to the Closing Date resulting from the Indemnifying Party's operation of the system operated pursuant to the Incumbent Licenses or the Nextel Licenses, as applicable, or the ownership or use of those licenses or from the Indemnifying Party's employment, or termination of employment, of its employees. The obligations under this Section survive the Closing for a period of three (3) years.

16. **Disputes:** The Parties agree that any dispute related to the Replacement Frequencies, Nextel's obligation to pay any cost of the Reconfiguration of Incumbent's system contemplated by this Agreement, or the comparability of Incumbent's reconfigured system to Incumbent's existing system prior to Reconfiguration, which is not resolved by mutual agreement, shall be resolved in accordance with the dispute resolution provisions of the Order, including the dispute resolution procedures adopted by the Transition Administrator, as they may be amended from time to time.

17. **No Gratuities:** No gift, gratuity, credit, thing of value or compensation of any kind shall be offered or provided by Incumbent, directly or indirectly, to any officer, employee or official of either Party for the purpose of improperly obtaining or rewarding favorable treatment under this Agreement.

18. **Liens:** If any liens or security interests attach to any of Incumbent's facilities in favor of any vendor or service provider that is performing any Reconfiguration work contemplated by this Agreement as a result of Nextel's breach of any obligation to make direct payment (not in dispute) to such vendor or services provider, Nextel upon receipt of Notice from Incumbent will cooperate to remove any Liens.

19. **Vendor Performance Issues:** Incumbent will select and contract directly with Motorola and any Vendor or service provider performing work required to reconfigure the Incumbent's existing facilities to operate on the Replacement Frequencies. Neither the Transition Administrator nor Nextel will be responsible for, or assume the risk of any failure of that Vendor or Motorola to perform its obligations under any contract entered into between Incumbent and such Vendor or Motorola in connection with the Reconfiguration contemplated by this Agreement. Notwithstanding the foregoing, in the event of damaged Incumbent system equipment or an Incumbent system failure that occurs as a result of work performed by Motorola under this Agreement to effect the Relocation, if such failure is deemed not to provide comparable facilities (as determined by the Parties), Nextel will reimburse Incumbent (in an amount as determined by the Parties) to provide comparable facilities, in the event Motorola chooses pursuant to its agreement with Incumbent, to disclaim liability for such damaged Incumbent system equipment or system failure, to charge additional sums for repair of such damaged Incumbent system equipment or to refund the damaged Incumbent system equipment at its fair market value. Any damaged Incumbent system equipment or Incumbent system failure claims related to this Section 19 must be delivered by Incumbent to Nextel prior to the Reconciliation Date or Nextel's obligation to reimburse Incumbent for all claims related to this Section and not delivered shall expire.

20. **Motorola Replaced Equipment:**

(a) Since the reconfiguration of the Incumbent's existing facilities to operate on the Replacement Frequencies involves the replacement of Incumbent's existing equipment with Motorola Schedule D Equipment (as identified on Schedule D), Incumbent will promptly return the equipment replaced by the Motorola Schedule D Equipment as identified on Schedule D (the "Motorola Replaced Equipment") to Motorola (shipping fees to be paid by Nextel).

(b) If Incumbent has ordered field implementation services from Motorola for the replacement subscriber radios being provided by Motorola ("Motorola Subscriber Services") and if Incumbent fails to return any item of the Motorola Replaced Equipment to Motorola, Incumbent must either: (i) return to Motorola those items of the Motorola Schedule D Equipment that would have replaced the Motorola Replaced Equipment not returned, in new condition; or (ii) in accordance with Incumbent's mutual agreement with Motorola, Incumbent will make payment to Motorola for those items of the Motorola Schedule D Equipment that would have replaced those items of the Motorola Replaced Equipment not returned (including tax (if any) and shipping).

(c) If Incumbent did not order Motorola Subscriber Services and Incumbent fails to return any item of the Motorola Replaced Equipment to Motorola within the time frame as stated in Incumbent's purchase agreement with Motorola, Incumbent must promptly return to Motorola those items of the Motorola Schedule D Equipment that would have replaced the Motorola Replaced Equipment not returned, in new condition. If Incumbent fails to return any item of the Motorola Replaced Equipment to Motorola under this Section 20(c) and prior to receipt of a Reconciliation Statement from Nextel Incumbent does not demonstrate to Nextel that Incumbent has made payment of the Product Typical Value (as identified on Schedule E(1)) directly to Motorola for those items of Motorola Schedule D

Equipment that would have replaced the Motorola Replaced Equipment not returned, then either: (i) Nextel will deduct the Product Typical Value for those items of Motorola Schedule D Equipment provided to replace the Motorola Replaced Equipment not returned to Motorola (including tax (if any) and shipping) (the "Motorola Equipment Refund") from the final payment due to Incumbent after the Reconciliation; (ii) Incumbent must pay the Motorola Equipment Refund to Nextel prior to the Closing Date (if no final payment is due to Incumbent); or (iii) Nextel will deduct the portion of the Motorola Equipment Refund up to the value of the final payment due to Incumbent and Incumbent must pay Nextel the remaining Motorola Equipment Refund not covered by the final payment prior to the Closing Date (if the final payment due Incumbent is less than the Motorola Equipment Refund).

(d) During the term of the 90 day warranty for the software delivered in the flash-kits (which would occur prior to Closing), in the event of flash-kit software failure, if such failure is deemed not to provide comparable facilities (as determined by the Parties), Nextel will reimburse Incumbent in an amount (as determined by the Parties) to provide comparable facilities, in the event Motorola chooses, pursuant to its agreement with Incumbent, to replace the software delivered in the flash-kits or refund its fair market value.

21. Nextel Replaced Equipment:

(a) If the reconfiguration of the Incumbent's existing facilities to operate on the Replacement Frequencies involves the replacement of any of Incumbent's existing equipment with equipment provided by Nextel (as identified on Schedule D) or equipment the cost of which is being paid by Nextel pursuant to this Agreement as listed in Schedule C (collectively the "Nextel Replacement Equipment"), then (i) title to the equipment replaced by the Nextel Replacement Equipment (the "Nextel Replaced Equipment") as listed in Schedule D shall pass free and clear of liens and any other encumbrances to Nextel at such time that Incumbent delivers the Nextel Replaced Equipment in functional condition to Nextel's designated shipping agent, and Incumbent shall execute such documentation as Nextel may reasonably request to transfer title to Nextel, (ii) title to Nextel Replacement Equipment provided by Nextel will pass to Incumbent at Closing and Nextel shall execute such documentation as Incumbent may reasonably request to transfer title to Incumbent free and clear of liens; and (iii) Incumbent shall deliver the Replaced Equipment to Nextel at Nextel's cost, pursuant to Nextel's shipment instructions, and prior to the Reconciliation Date.

(b) If Incumbent fails to return any item of the Replaced Equipment in functional condition to Nextel, Incumbent must return to Nextel those items of the Replacement Equipment that would have replaced the Replaced Equipment not returned, prior to the Reconciliation Date. If Incumbent fails to return any item of the Replaced Equipment to Nextel under this Section 20(b) and a Product Typical Value is set forth in Schedule E(2) for the item of Replacement Equipment then either: (i) Nextel will deduct the Product Typical Value (as set forth in Schedule E(2)) for those items of Replacement Equipment provided to replace the Replaced Equipment not returned to Nextel (including tax (if any) and shipping) (the "Nextel Equipment Refund") from the final payment due to Incumbent after the Reconciliation; (ii) Incumbent must pay Nextel the Nextel Equipment Refund for those items of Replacement Equipment not returned to Nextel in accordance with Section 3(b)(ii) (if no final payment is due to Incumbent); or (iii) Nextel will deduct the portion of the Nextel Equipment Refund up to the value of the final payment due to Incumbent and Incumbent must pay Nextel the remaining Nextel Equipment Refund not covered by the final payment in accordance with Section 3(b)(ii) (if the final payment due Incumbent is less than the Nextel Equipment Refund), or (iv) Incumbent may choose to purchase Comparable Equipment, defined below, from any source and send the equipment, along with adequate documentation, to Nextel prior to the Reconciliation Date. Comparable Equipment shall mean equipment of the same condition (e.g. new for new or used for used) and from the same manufacturer, that is the

identical model and includes the same options and accessories as the Replacement Equipment provided by Nextel.

22. **Termination:** This Agreement may be terminated and the transactions contemplated by this Agreement abandoned: (i) by mutual consent of the Parties provided in writing; (ii) for cause by either Party upon material breach of the other Party, following a thirty (30) day period for cure by the breaching Party following written notice of the breach ; (iii) by Incumbent, in the event that a proposed amendment is not approved, pursuant to Section 8; or (iv) by Nextel prior to Closing in the event of any Adverse Decision affecting the Order by any governmental entity of competent jurisdiction. For purposes of this Agreement, an “Adverse Decision” affecting the Order means an order, decree, opinion, report or any other form of decision by a governmental entity of competent jurisdiction that results, in whole or part, in a stay, remand, or reversal of the Order, or otherwise in any revision to the Order that Nextel determines, in its sole discretion, to be adverse to its interests. In the event of termination, the Parties shall take all necessary action (including preparing and filing FCC documents) to return the *status quo ante* on the date of this Agreement. In the event of termination, Nextel shall pay all costs associated with the return to the *status quo ante*, as well as all Incumbent costs expended in the Agreement negotiations and implementation, except if such termination was due to an uncured material breach by Incumbent. Should Incumbent terminate this Agreement pursuant to subsection (iii), Incumbent shall not be released of its obligations under the Order.

23. **Attorney’s Fees:** In any legal proceeding by a Party to enforce its rights under this Agreement against the other Party, the Party prevailing in such proceeding will be entitled to recover its reasonable attorney’s fees and costs from the other Party.

24. **Notices:** All notices and other communications under this Agreement must be in writing and will be deemed given (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices are to be delivered to the Parties at the following addresses:

<u>If to Incumbent, to:</u> San Bernardino County Information Services Department 670 East Gilbert Street San Bernardino, CA 92415-0915 Attn: Steve Hall, Interim CIO Phone: (909) 388-5501 Fax: (909) 388-5555 And to: San Bernardino County County Administrative Office 385 N. Arrowhead Fifth Floor San Bernardino, CA 92415-0110 Phone: (909) 387-5418 Fax: (909) 387-5430 With a copy that shall not constitute Notice:	<u>If to Nextel, to:</u> Nextel of California, Inc. c/o Nextel Communications, Inc. 2001 Edmund Halley Drive Reston, VA 20191-3436 Attn: Heather P. Brown, Esq. Phone: (703) 433-4467 Fax: (703) 433-4483
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

San Bernardino County 385 N. Arrowhead Fourth Floor San Bernardino, CA 92415-0140 Attn: County Counsel Phone: (909) 387-5460 Fax: (909) 387-5462	
And a copy that shall not constitute Notice to: San Bernardino County 385 N. Arrowhead Fifth Floor San Bernardino, CA 92415-0110 Attn: Chairman of the Board of Supervisors Phone: (909) 387-4830 Fax: (909) 387-3029 With a copy that shall not constitute Notice: Alan S. Tilles, Esquire Shulman Rogers Gandal Pordy & Ecker, P.A. 11921 Rockville Pike, Third Floor Rockville, MD 20852 Phone: (301) 231-0930 Fax: (301) 230-2891 Email:	With a copy that shall not constitute Notice: Nextel Communications, Inc. 6575 The Corners Parkway Norcross, GA 30092 Attn: William Jenkins, VP Spectrum Resources Phone: (770) 326-7484 Fax: (678) 405-8252

25. **Assignment:** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Either Party may assign this Agreement to any direct or indirect subsidiary or affiliate of the Party, upon delivery of written notice to the other Party.

26. **Amendments:** This Agreement, including without limitation the scope of work contemplated hereby and the Estimated Cost thereof to be paid by Nextel, may be amended or modified only by a written instrument signed by authorized representatives of both Parties, provided, however, no amendment or modification to this Agreement shall become effective until approved by the Transition Administrator, or the FCC after an adverse decision by the Transition Administrator.

27. **Benefits:** This Agreement is for the benefit of the Parties and their successors and permitted assigns, and nothing in this Agreement gives or should be construed to give any legal or equitable rights under this Agreement to any person or entity, other than (i) the successors and assigns of the Parties, and (ii) the Transition Administrator as specifically provided in this Agreement.

28. **Miscellaneous:** If any provision(s) of this Agreement is held in whole or part, to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, then such provision(s) will be deemed severable from the remainder of this Agreement, will in no way affect, impair or invalidate any other provision contained in the Agreement and the Parties will use their commercially reasonable efforts to amend this Agreement to make the unlawful provision compliant with applicable law so as to preserve the rights and obligations of the Parties. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement, together with the

Schedules, constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. This Agreement is governed by the laws of the State of California without regard to conflicts of law principles thereof. This Agreement may be executed in one or more counterparts, including by facsimile, which will be effective as original agreements of the Parties executing the counterpart.

[SIGNATURES ON NEXT PAGE]

In consideration of the mutual consideration set forth herein, this Agreement is effective as a legally binding agreement between the Parties upon execution by the Parties.

INCUMBENT:
County of San Bernardino, CA

NEXTEL:
Nextel of California, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE A
Incumbent Frequencies

Incumbent's Name: County of San Bernardino, CA

The Incumbent Frequencies listed on this Schedule A, represent the transmit (base station) frequencies on the Incumbent Licenses. Although not specifically listed, all related mobile frequencies and/or station classes listed on the Incumbent Licenses are herein incorporated by reference.

Incumbent Assigns to Nextel:

Call Sign	Frequencies	Licensee	Location(s)	# of Frequencies	Issue Date	Lat (N)	Long (W)
N/A							

SCHEDULE B

Replacement Frequencies

Incumbent's Name: County of San Bernardino, CA

The related mobile frequencies and/or station classes for the Replacement Frequencies listed in this Schedule B will be assigned from Nextel to Incumbent based on the Incumbent Licenses listed in Schedule A.

Nextel Assigns to Incumbent:

Replacement Frequencies	Lat (N)	Long (W)	ERP (W)	Gnd Elev (ft)	Ant. Height (ft)	New Licensee	Location(s)
N/A							

SCHEDULE C

800 MHZ RECONFIGURATION

COST ESTIMATE - CERTIFIED REQUEST

Request for Reconfiguration Funding

Incumbent's Name: SAN BERNARDINO, COUNTY OF, CA PH II

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Sprint Nextel to fund the estimated reconfiguration costs included below:

Incumbent Payment Terms: Nextel will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Nextel will pay Incumbent within 30 days after receipt by Nextel of (A) a fully completed Incumbent Information Form (as set forth on Exhibit A), (B) an invoice (or invoices) from Incumbent for the Actual Costs that are associated with a category of work as set forth below, (C) Incumbent's approval of receipt of goods and services, and approval of all associated costs included on the invoices, (D) documentation of the per unit or per hour labor incurred consistent with Exhibit B, a signed labor certification and/ or time sheet certification (as provided on Exhibit B) must accompany each invoice, and (d) for any third party expenses incurred by Incumbent, actual receipts (excluding purchase orders) documenting the expenses, including hotel invoices, airfare receipts, equipment purchases, other related purchases, etc., must be submitted to substantiate the Actual Planning Costs incurred for such expenses.

Vendor Payment Terms: Nextel will pay each Vendor an amount not to exceed the Estimated Cost(s) for that Vendor with respect to each category of work, as set forth below. Sprint Nextel will pay each Vendor within 30 days after receipt by Sprint Nextel of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice.

1. System Description: The County of San Bernardino operates a very large complex multi-agency multidiscipline trunked and conventional 800 MHz radio system. This system provides service to a variety of public safety, first responder agencies as well as other public service agencies, both governmental and private. The system is vital to the protection of life and property in the County. The County is the largest county in the contiguous United States, over 20,000 square miles, with a population of over 1.7 million, geographically larger and more populous than some states. The County has a diverse topography and is subject to a range of natural disasters and major events. The County also serves as a transportation corridor for Southern California. The County is one of the fastest growing areas of the nation. Reconfiguration of the County's radio system will require an extensive planning effort and an extended period of time. The 46-site system uses both NPSPAC and non-NPSPAC channels, including two in the first 120 channels. The County operates two subsystems that are in WAVE 1. One subsystem is in Inyo County Region 6 and uses three NPSPAC channels and one offset expansion band channel. The other subsystem is in Nevada Region 27 using three NPSPAC channels and one offset expansion band channel. Additionally, Clark County Nevada, WAVE 1, provides first in fire and emergency medical response into San Bernardino County in the area near the state line, approximately 30 miles of Interstate 15, and uses the County's subsystem at Mountain Pass with three NPSPAC channels, WAVE 4. The size of the system, supporting over 250 user groups with 18,000 subscriber units, half of which will need to be replaced according to current vendor information, will make rebanding a very complicated and labor intensive project. The County is subject to a range of disasters and large incidents, earthquakes, wild fires, floods, hazardous materials, mass casualty incidents from vehicle accidents to large train

derailments. Effective management of these incidents is highly dependant on the County's 800 MHz radio system. The radio system provides effective interoperability (mutual aid) between all users. San Bernardino County was one of the first to implement a fully interoperable mutual aid radio system in the nation. Disaster management plans are based on that interoperability capability being readily available. The overall radio system is comprised of several trunked subsystems and many conventional sites that provide coverage to the rural areas of the County sites. The subsystems, through the patching capabilities of the dispatch consoles, are fully integrated and users can, as needed, talk between units anywhere in the County. Further, all units have a common set of interoperability talk groups. The system was constructed and began operations in 1990. It has grown from serving 5,000 units to over 18,000 units today. The trunked subsystems range in size from 5 channels to 28 channels. There are three simulcast subsystems and eight single site trunked subsystems. There are two-two site subsystems, one configured as an Automatic Site Select (AMSS) system and the other configured as a primary/secondary transmit sites with receiver voting. The individual trunked subsystems are as follows in no specific order: Valley Simulcast- 28 channel, six site system using 16 NPSPAC and 12 non-NPSPAC one of which is an expansion channel. WECA (West End Communications Authority) two site system using 24 NPSPAC, 2 in the 1 to 120 and 2 offset channels WECA one site 5 channel using 5 NPSPAC channels Quartzite - 10 channel system using 6 offset channels, 1 of which is an expansion channel and 4 NPSPAC channels Flash II - 7 channel system using 7 off-set channels, one of which is an expansion channel Rodman - 5 channel system using 5 offset channels one of which is an expansion channel Desert Simulcast 7 channel, four site system using 7 NPSPAC channels Paxton/Donnell AMSS 5 channel two site system using 9 offset channels 4 of which are expansion channels and 1NPSPAC channel. Spirit Mountain 10 channel single site using 7 offset channels, one of which is an expansion channel and 3 NPSPAC Mountain Simulcast 12 channel, seven site system using 8 NPSPAC channels and 4 non-NPSPAC one of which is an expansion channel San Bernardino City 10 channel system using 5 NPSPAC and 5 offset channels, one of which is an expansion channel Little Mountain 7 channel system using 7 NPSPAC channels Needles City 5 channel system using 5 NPSPAC channels Apple Valley 5 channel system using 5 NPSPAC channels In addition to the trunked subsystems, there are 18 conventional three-channel sites. All channels are NPSPAC. There are four major County dispatch centers that are tied to the radio system. The Miro Way Center is the largest. County Fire (countywide) and Sheriff (valley and mountains) are dispatched from this center. All trunked subsystems and conventional sites are tied to this center. The Sheriff has a desert dispatch center in Victorville that dispatches all the desert areas of the County. This center is tied to the mountain trunked subsystem and all desert trunked subsystems and conventional sites. The City of San Bernardino operates a dispatch center for all city operations. The City has access to the Valley and Mountain subsystems as well as their 10 Channel trunked subsystem. The WECA agencies operate dispatch centers in Ontario, Montclair, Upland and Chino that are tied to the WECA trunked subsystem as well as the County's Valley subsystem. Additionally, there are 9 agency specific dispatch centers. This radio system serves multiple agencies. All first responder services, police, fire and EMS use the system. In addition, other public safety services also utilize the system to provide their daily communications. These include transportation, flood control, public works, public health and animal control to name a few. There are 44 County Departments on the system and over 200 user agencies, which includes 24 cities and their respective departments, EMS providers, special districts plus State and Federal Agencies who use the system on a daily basis. These counts do not include the many agencies that only use the system for mutual aid. As noted above, the County's multi-agency system has complete interoperability as needed, on demand and as authorized by the individual agencies. This interoperability is intra and inter-service in nature. To allow interoperability with some State agencies not using the system for primary communications, the County has agreements for the County's system to be programmed into the state agencies radios or the County has supplied radios. The primary State agencies doing this are the California Highway Patrol (CHP), the States prison in Chino, California Department of Forestry (CDF) and California Transportation Department (CALTRANS). The County has also provided radios to the local FBI and Secret Service offices. These radios will need to be addressed in the

reconfiguration effort. The interoperability attributes of the system are utilized on a daily basis, any down time could have a major impact. The area near the border with Nevada that includes I-15 is very rural and requires a long response time for fire units from the County. Therefore the County entered into an agreement with Clark County, Nevada to provide first response into the County near the border. To do this, Clark County units use the County's Mountain Pass conventional site.

The major system elements to be reconfigured are summarized in the table below:

	Total In System	Total Included in FRA
Base station frequencies	0	0
- Voice channels	0	0
- Home/Control channels	0	0
Repeater sites	46	46
Other sites (remote recv, BDA)	0	0
Subscriber units retuned	0	0
Subscriber units reprogrammed	0	0
Subscriber units replaced	4150	4150
Subscriber units rebanded total	4150	4150
Entities operating on the system	0	0

2. Reconfiguration Milestones: Identify the anticipated start date of the overall reconfiguration of your system (Project Start). Then, for each major reconfiguration milestone listed in the table below, provide (1) the anticipated number of days after project start date required to begin execution of the task identified, and (2) the estimated duration in number of days required to complete the task identified. As an FRA is negotiated, it is not always possible to know an actual start date for specific reconfiguration tasks. In such a case, it is acceptable to forecast an estimated start date from execution of the FRA (i.e., "contract execution + xx days") and estimate the duration of each task.

Reconfiguration Task	Start Date	# of Days After Project Start Date for Start of Task	Estimated Duration in # of Days
Project Start			
Reconfiguration Planning			
Reconfigure Subscriber Equipment		SED FRA Execution	120 days
Reconfigure Infrastructure Equipment			
System Acceptance			

3. Implementation Plan: SED for STX Portable Replacement

4. Cost Estimate:

Description of Work To Be Performed	Payee(separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)
I. Subscriber Equipment Reconfiguration <ul style="list-style-type: none"> ST - Task 1 & 2 Template Development - Estimated 160 Templates @ 4 hours each at \$175 per hour) San Bernardino County will 	(Vendor) Motorola	\$206,907.50

<p>analyze DOS Template information and Translate into of database. Motorola will analyze and input into the CPS application to create the new Template for Replacement radios and then modify the CPS template for the Rebanding frequencies. (160 units @ 4.00 hrs each @ \$175.00 /hr = \$112,000.00)</p> <ul style="list-style-type: none"> • MSS - Secure Storage Location for Replaced Radios (6 @ \$705.00 /unit = \$4,230.00) • MSS - Receive, Store, Pack, Ship including reports and documentation (4150 @ \$21.85 /unit = \$90,677.50) 		
<ul style="list-style-type: none"> • Verify equipment shipment (4150 units @ 0.25 hrs each @ \$1.74 /hr = \$1,805.25) • Enter equipment into County of San Bernardino database (4150 units @ 0.25 hrs each @ \$1.74 /hr = \$1,805.25) • Transport radios to the county warehouse. (4150 units @ 0.50 hrs each @ \$1.74 /hr = \$3,610.50) • Read customer radio to establish baseline template. (160 units @ 5.00 hrs each @ \$1.74 /hr = \$1,392.00) • Develop rebanded template information for customer radio (160 units @ 180.00 hrs each @ \$1.74 /hr = \$50,112.00) • Develop documentation and training package for each template. (160 units @ 20.00 hrs each @ \$1.74 /hr = \$5,568.00) • Forward template information to Motorola so they may complete their Task 1 and 2. (160 units @ 10.00 hrs each @ \$1.74 /hr = \$2,784.00) • Identify blocks of radios to be programmed within a customer fleet. (120 units @ 120.00 hrs each @ \$1.74 /hr = \$25,056.00) • Identify blocks of radios to be programmed within the customer's block (120 units @ 60.00 hrs each @ \$1.74 /hr = \$12,528.00) • Assign trunking ID's to fulfill programming block and forward information to Motorola so they may complete their Task 3. (4150 units @ 10.00 hrs each @ \$1.74 /hr = \$72,210.00) • Remove equipment from the warehouse (4150 units @ 0.50 hrs each @ \$1.74 /hr = \$3,610.50) • Replicate documentation package (160 units @ 5.00 hrs each @ \$1.74 /hr = \$1,392.00) • Program and document radio equipment (4150 units @ 6.00 hrs each @ \$1.74 /hr = 	<p>(Incumbent) San Bernardino</p>	<p>\$338,398.68</p>

<p>\$43,326.00)</p> <ul style="list-style-type: none"> • Perform radio equipment operational verification test. (4150 units @ 1.00 hrs each @ \$1.74 /hr = \$7,221.00) • Deliver radios and equipment to customer. (4150 units @ 5.00 hrs each @ \$1.74 /hr = \$36,105.00) • Collect old radios from customer location (4150 units @ 2.50 hrs each @ \$1.74 /hr = \$18,052.50) • Collects old accessory equipment from customer location (1387 units @ 2.50 hrs each @ \$1.74 /hr = \$6,033.45) • Collected equipment is compared to distribution list. (5537 units @ 0.50 hrs each @ \$1.74 /hr = \$4,817.19) • Deprogram STX radios (4150 units @ 3.00 hrs each @ \$1.74 /hr = \$21,663.00) • Collected equipment is organized, documented, and stored prior to release to Motorola so they may complete their Task 5. (5548 units @ 2.00 hrs each @ \$1.74 /hr = \$19,307.04) 		
<p>II. Professional Services</p> <ul style="list-style-type: none"> • PM - Project Manager (60hrs @ \$175.00 /hr = \$10,500.00) • Travel Expenses (1 @ \$4,074.00 /unit = \$4,074.00) 	(Vendor) Motorola	\$14,574.00
<p>III. Contracts and Legal</p> <ul style="list-style-type: none"> • FRA SED contract review - establish asset exchange agreements with various User Agencies (60hrs @ \$200.00 /hr = \$12,000.00) 	(Incumbent) San Bernardino	\$12,000.00
<ul style="list-style-type: none"> • Contract negotiations, review of Contract and Closing documents (50hrs @ \$435.00 /hr = \$21,750.00) • Travel costs (1 @ \$5,000.00 /unit = \$5,000.00) 	(Vendor) Shulman Rogers Gandal Pordy & Ecker, PA	\$26,750.00
San Bernardino	Incumbent	\$350,398.68
Motorola	Vendor	\$221,481.50
Shulman Rogers Gandal Pordy & Ecker, PA	Vendor	\$26,750.00
Total Estimated Costs		\$598,630.18

Certification

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that Incumbent and its Vendors have determined (as listed in Schedule C) the minimum funds necessary to reconfigure Incumbent's facilities in a reasonable, prudent and timely manner, in order to make such rebanded facilities comparable to those presently in use. If applicable, Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs listed on Schedule C are comparable to costs that vendor previously charged Incumbent for similar work.

Signature: _____
Print Name: _____
Title: _____
Phone Number: _____
E-mail: _____
Date: _____

SCHEDULE D

SAN BERNARDINO, COUNTY OF, CA PH II

1) Reserved

2) Reserved

3) Reserved

4) Motorola Schedule D Equipment (to be provided by Motorola) - Motorola radios and flash-kits and accessories only

a) Motorola Subscriber Services will be provided for the following Motorola Schedule D Equipment

Quantity	Description	Radio Software	Encryption	Model Number
4150	XTS2500 RB III Portable Radio Kit (each with FM HiCap batteries)	SmartNet		XTS2500 RB III
4150	Impres NIMII 2000MAH FM HiCap Battery			Q393
4150	Spare FM HiCap Battery			NTN9857
600	Headset HD w/ Noise Cancelling boom mic			BDN6645
3000	Remote Microphone			NMN6191
300	XTS Vehicular Charger			WLPN4208B
300	Multi-unit Charger			WPLN4108R

b) Reserved

5) Motorola Replaced Equipment (to be delivered to Motorola within 30 days of receipt of Motorola Schedule D Equipment)

Quantity	Description	Radio Software	Encryption	Mounting	Model Number
4150	STX NPSPAC Capable Portable Radio (each with antenna and at least one HiCap battery)	SmartNet			STX Series
600	Headset HD w/ Noise Cancelling boom mic				
3000	Remote Microphone				
300	Vehicular Charger				
300	Multi-unit Charger				

SCHEDULE E

Product Typical Values

(1) Motorola Equipment

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile, High Spec (XTL2500 RB)	\$ 2,050
Accessories & Options	
SmartZone Operation	\$ 162
Digital Operation	\$ 234
Siren	\$ 637
Consollette Power Kit	\$ 500
Consollette Tone Remote	\$ 475
DTMF Microphone	\$ 180
DEK	\$ 475
Extra Loud Speaker	\$ 106
Dual Control Head	\$ 575
Dual Control Head Mic	\$ 80
Dual Control Head Cable	\$ 95
Dual Control Head Speaker	\$ 60
Multi-Radio SW Kit	\$ 750
Multi-Radio HW Kit	\$ 1,750
Emergency foot pedal	\$ 55
AUXILIARY SWITCH PANEL	\$ 165
Mobile UCM	\$ 750
Key Lock Mounting	\$ 40

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile, Low Spec (XTL1500 RB)	\$ 1,516
Accessories & Options	
SmartZone Operation	\$ 58
Digital Operation	\$ 72
Extra Loud Speaker	\$ 106
Emergency foot pedal	\$ 55
AUXILIARY SWITCH PANEL	\$ 165
Key Lock Mounting	\$ 40

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile (XTL5000)	18%
Accessories & Options	
XTL5000 Options	18%
Motorcycle Mounting	\$ 400
Motorcycle Housing	\$ 900

Item	Rebanding Product Typical Value
Portable, High Spec (XTS2500 III RB)	\$ 2,375.00
Accessories & Options	
SmartZone Operation	\$ 200
Digital Operation	\$ 400
Upgrade Both Kit Batteries to HICAP	\$ 140
Spare Battery HICAP	\$ 145
Portable Cables	\$ 251
Carry Case	\$ 60
Charger	\$ 165
PSM	\$ 150
RF Switch	\$ 140
RSM	\$ 97
Headset	\$ 439
Programming Software	\$ 265
Vehicular Charger	\$ 95
Portable UCM	\$ 750
Multi-unit Charger	\$ 788

Item	Rebanding Product Typical Value
Portable, Low Spec (XTS1500 I RB)	\$ 1,120
Accessories & Options	
SmartZone Operation	\$ 150
Digital Operation	\$ 130
Upgrade Both Kit Batteries to HICAP	\$ 140
Spare Battery HICAP	\$ 145
Portable Cables	\$ 251
Carry Case	\$ 60
Charger	\$ 165
RSM	\$ 97
Headset	\$ 439
Programming Software	\$ 265
Vehicular Charger	\$ 95
Multi-unit Charger	\$ 788

Item	Rebanding Product Typical Value (% are discount off list price)
Portable, XTS5000	18%
Portable, XTS2500	18%
Mobile, XTL2500	18%
Item	Rebanding Product Typical Value (% are discount off list price)
Accessories & Options	
All accessories not listed above	5%

(2) Nextel Replacement Equipment

The Product Typical Values for Nextel Replacement Equipment shall be:

- a. for Nextel Replacement Equipment set forth on Schedule C, the cost shown on Schedule C for the item of Nextel Replacement Equipment; or
- b. for Nextel Replacement Equipment comprising EFJohnson 5100 & 5300 series radios and associated accessories, the most recent list price as of the date a reconciliation statement is sent to Incumbent by Nextel, less 25%

In lieu of paying the Product Typical Value for Nextel Replacement Equipment as stated above, Incumbent may choose to purchase Comparable Equipment, defined below, from any source and send the equipment, along with adequate documentation, to Nextel prior to the Reconciliation Date. Comparable Equipment, shall mean equipment of the same condition (e.g. new for new or used for used) and from the same manufacturer, that is the identical model and includes the same options and accessories as the Nextel Replacement Equipment.

Exhibit A

Incumbent Information

The following questions are required for processing Electronic Funds Transfers and if Incumbent wants Nextel to complete the FCC filings on its behalf. All information contained herein shall be kept strictly confidential and will be used only in completion of the Frequency Reconfiguration transaction.

I. INCUMBENT INFORMATION

Please provide the following information:

Company/Name: _____

Contact: _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

Check Appropriate Box: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Partnership
☐ Other _____

II. BANK ACCOUNT INFORMATION (Required for payment processing.)

Please select preferred payment method: ☐ Wire Transfer ☐ ACH ☐ Check

Name of Bank: _____

Address of Bank: _____

City/State/Zip: _____

Bank Phone #: _____

ABA (Routing #): _____

Account #: _____

Name on Account: _____

Federal, State or Individual SS #: _____

Name of Brokerage Firm (if applicable): _____

Brokerage Account # (if applicable): _____

In the event Incumbent will not provide information for Wire Transfer or ACH, Incumbent acknowledges that all payments will be made by check.

Acknowledged by Incumbent: _____
(signature required only if Incumbent does not want an electronic funds transfer)

III. TAX INFORMATION

The Internal Revenue Service and state tax authorities require Nextel to report all transactions, even if the transaction is exempt from taxation (if so, it will be reported to the IRS as a like-kind exchange). Therefore, it is necessary for Nextel to collect the information below. If you have specific questions about your tax implications in this transaction, you should consult your own accountant or financial advisor.

Incumbent's Federal or Individual Tax ID #, FEIN
(Federal) or SSN (individuals):

State(s) – sales tax license, resale permit,
employment, etc.):

Local (if applicable):

Current State and County location for your
principal executive office:

If there has been more than one location for the
principal executive office within the past five (5)
years, list each such City/County/State location:

IV. FINANCIAL RECONCILIATION CONTACT INFORMATION (indicate one)

A. Check here if *same* as indicated in Item I above _____

B. Fill in below if *different* from Item I above as follows:

Financial Contact Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ **Fax:** _____

Email: _____

V. REGULATORY INFORMATION

Would you like Nextel's Regulatory department to prepare and file all necessary FCC paperwork on your behalf? Yes / No

If yes, please provide the following **Universal Licensing System ("ULS")** information for your licenses:

FRN (FCC Registration Number): _____

ULS PASSWORD: _____

Contact Representative for any FCC related issues:

Name: _____

Phone Number: _____

If no, please provide the following information regarding who will take care of the preparation and filing of all necessary FCC paperwork on your behalf:

Contact Name: Alan S. Tilles, Esquire

Organization: Shulman Rogers Gandal Pordy & Ecker, P.A.

Address: 11921 Rockville Pike, Suite 300

City: Rockville

State/Zip: Maryland 20852

Phone Number: 301-231-0930

Email Address: atilles@srgpe.com

I hereby acknowledge that all of the information provided herein is true and correct as of the date signed below.

Incumbent Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit B(1)

**Reconciliation Documentation
Certification of Labor**

Incumbent hereby certifies that the internal labor information provided for the Frequency Reconfiguration Agreement, dated _____, with Nextel (the "FRA") is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the number of planning or reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate and/or the number of internal labor hours incurred in performing planning or reconfiguration tasks for each labor category on the TA-approved Cost Estimate (included in the FRA) were for 800MHz Planning or Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor at <http://www.800ta.org/content/PDF/policy/IncumbentLaborPolicy.pdf> as of the Effective Date of the FRA. Incumbent acknowledges that the reconciliation documentation and related supporting records for the FRA are subject to the Review Rights (as that term is defined in the FRA with Nextel) of the TA.

Incumbent Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit B(2)
Reconciliation Documentation
Time Sheet Documentation

THIS IS AN EXAMPLE DOCUMENT
THE ACTUAL DOCUMENT IS AVAILABLE FROM THE NEXTEL FINANCE DEPARTMENT

Deal ID:

Deal Name:

Name	* Date	** <u>Schedule C</u> Category of Work	Description of Work Performed (ties back to <u>Schedule C</u>)	Actual Hours Worked	*** Rate (hourly)	Total Cost
					TOTAL COST	\$

CERTIFICATION:

Incumbent hereby certifies that the internal labor information provided for the Frequency Reconfiguration Agreement, dated _____, with Nextel (the "FRA") is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the number of internal labor hours incurred in performing planning or reconfiguration tasks for each labor category on the TA-approved Cost Estimate (included in the FRA) were for 800MHz Planning or Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor at <http://www.800ta.org/content/PDF/policy/IncumbentLaborPolicy.pdf> as of the Effective Date of the FRA. Incumbent acknowledges that the reconciliation documentation and related supporting records for the FRA are subject to the Review Rights (as that term is defined in the FRA with Nextel) of the TA.

Incumbent Name: _____

Signature: _____

Title: _____

Date: _____

*Separate entries for each date when labor expense was incurred must be provided on a per employee basis. Date ranges will not be accepted.

**A total should be provided for each Schedule C category. Subtotals can be provided within the page or a separate page can be used for each category/grouping.

***Hourly rates may not exceed the Schedule C negotiated rate for similar reconfiguration/planning activities unless accompanied by an approved change notice that explains why a higher rate was necessary to complete reconfiguration/planning.

Exhibit B(3)
Reconciliation Documentation
Per Unit Summary Documentation

THIS IS AN EXAMPLE DOCUMENT
THE ACTUAL DOCUMENT IS AVAILABLE FROM THE NEXTEL FINANCE DEPARTMENT

Deal ID:

Deal Name:

* Schedule C Category of Work	Description of Work Performed (ties back to Schedule C)	** Quantified Units	*** Rate (Per Unit)	Total Cost
				\$

CERTIFICATION:

Incumbent hereby certifies that the internal labor information provided for the Frequency Reconfiguration Agreement, dated _____, with Nextel (the "FRA") is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the number of planning or reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate (included in the FRA) were for 800MHz Planning or Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor at <http://www.800ta.org/content/PDF/policy/IncumbentLaborPolicy.pdf> as of the Effective Date of the FRA. Incumbent acknowledges that the reconciliation documentation and related supporting records for the FRA are subject to the Review Rights (as that term is defined in the FRA with Nextel) of the TA.

Incumbent Name: _____

Signature: _____

Title: _____

Date: _____

*A total should be provided for each Schedule C category. Subtotals can be provided within the page or a separate page can be used for each category/grouping.

**A detailed list identifying the individual units (by serial number or other unique identifying factor) must be provided in addition to this summary document.

***Per unit rates may not exceed the Schedule C negotiated rate for similar reconfiguration/planning activities unless accompanied by an approved change notice that explains why a higher rate was necessary to complete reconfiguration/planning.