

437



### SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

**FROM:** Public Safety Enterprise Communication Project Executive Steering Committee

**SUBMITTAL DATE:**  
January 25, 2011

**SUBJECT:** Nextel Rebanding Agreement and Motorola Contract Amendment

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Frequency Reconfiguration Agreement (FRA) between the County of Riverside and Nextel of Ca., Inc.; and the Reconfiguration Planning and Implementation Agreement (RPIA) between the County of Riverside and Motorola, Inc.
2. Relinquish 800 MHz MCom subscriber equipment and frequencies identified in the FRA to Nextel upon completion of the PSEC project;
3. Approve the Fourth Amendment to the Public Safety Enterprise Communications System Agreement between the County of Riverside and Motorola, Inc.; and
4. Approve and direct the Auditor-Controller to make the adjustments to appropriations and estimated revenue as described in Attachment A.

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong*  
 SAMUEL WONG  
 Departmental Concurrence  
 Purchasing: *Mark Seiler*  
 Mark Seiler, Assistant Director

*Colleen Walker* for John Hawkins  
 Sheriff-Coroner-PA Stan Sniff Chief, County Fire  
*Nathan J. Colquhoun*  
 Chief Information Officer

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 0	<b>In Current Year Budget:</b>	No
	<b>Current F.Y. Net County Cost:</b>	\$	<b>Budget Adjustment:</b>	Yes
	<b>Annual Net County Cost:</b>	\$	<b>For Fiscal Year:</b>	10/11

<b>SOURCE OF FUNDS:</b> Payment from Nextel	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input checked="" type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
 BY: *Neal R. Kipnis* DATE: *2/1/11*  
 BY: *Serena Chow*  
 Serena Chow  
**County Executive Office Signature**

Policy  
 Policy  
 Consent  
 Consent  
 Dept's Recomm.:  
 Per Exec. Ofc.:

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: February 15, 2011  
 xc: *Committee, Auditor, EO, Purchasing, Sheriff, Fire, RCIT*

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

Prev. Agn. Ref.: 01/30/07 3.42b,  
 03/31/09 3.33.; 02/09/10 3.41  
 District: ALL  
 Agenda Number:

ATTACHMENTS FILED WITH  
THE CLERK OF THE BOARD

3.36

January 25, 2011

Page 2 of 3

**SUBJECT: Nextel Rebanding Agreement and Motorola Contract Amendment**

**BACKGROUND:**

In January 2007, the Board of Supervisors awarded Motorola Inc. an agreement to enhance the County's 800 MHz radio system to meet public safety and general government radio communication needs. Since that time, the Board has been presented and approved amendments to the Motorola contract related to changes in tower height for needed coverage, expansion of site shelters to allow for multijurisdictional use, increased site locations, reconciliation of road and power costs, modifications to system components and other equipment. Many of the modifications were anticipated as the detailed design work was yet to be developed and refined to meet the requirements of the new system. Additionally, the Board approved an amendment to begin the work on desired portable (on hip) radio coverage.

During this multi-year/multi-discipline process, the Federal Communication Commission (FCC) mandated rebanding of 800 MHz frequencies due to interference from commercial radio transmitter sites – specifically Nextel. The FCC then further discovered limitations of the 800 MHz spectrum and advised PSEC to reengineer and redesign the new radio system using 700 MHz frequency band which is reserved for public safety. As a result, Nextel was obligated to pay for Motorola reengineering expenses. Nextel will also pay for Riverside County's Office of Education 800MHz rebanding. Additionally, Sprint/Nextel will reimburse the County for the value of the MA/COM radios that will no longer operate under the new 700 MHz frequency band. These radios must be relinquished to Nextel once the 700MHz system is operational and the MACom system is decommissioned. The 800 MHz frequencies will be returned to the FCC.

It is recommended that the \$6 million in funds received from Nextel reimburse staff time associated with the rebanding activity and the balance designated for project costs associated with the county's public safety enterprise communication system.

In summary, the agreements and amendments before the Board today will:

1. Allow for the receipt of funds from Nextel for the redesign from 800 MHz to 700 MHz.
2. Address all Motorola work related to the 700MHz conversion and confirm costs to be paid by Nextel.
3. Identify county staff costs related to the 700 MHz conversion and confirm reimbursement from Nextel.
4. Identify county staff costs related to the 800 MHz rebanding of the Office of Education and confirm reimbursement from Nextel.
5. Relinquish to Nextel County radio equipment and 800 MHz frequencies that will no longer operate under the 700 MHz system.

January 25, 2011

Page 3 of 3

**SUBJECT: Nextel Rebanding Agreement and Motorola Contract Amendment**

These documents represent many months of collaboration between the PSEC Team, Motorola, Nextel, Federal Communications Commission, and Rebanding Transition Administrator which allows for a smooth transition to a 700 MHz systems and provide for an abundance of available frequencies without interference.

## Attachment A

**Increase estimated revenue:**

<b>30120-1105100000-781120</b>	<b>Rebates and refunds</b>	<b>\$3,057,805</b>
--------------------------------	----------------------------	--------------------

**Increase appropriations:**

<b>30120-1105100000-551100</b>	<b>Contributions to other county funds</b>	<b>\$3,057,805</b>
--------------------------------	--	--------------------

## FREQUENCY RECONFIGURATION AGREEMENT

THIS FREQUENCY RECONFIGURATION AGREEMENT (this "Agreement") is made as of this 15<sup>th</sup> day of February, 2011 ("Effective Date"), by and between **The County of Riverside**, located in the State of California ("Incumbent", "Riverside County" or "County"), 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 collectively 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, any binding actions issued by the transition administrator appointed pursuant to the Order (the "Transition Administrator") pursuant to its delegated authority under the orders ("Actions"), and any supplemental FCC orders in the Reconfiguration proceeding or subsequent Actions after the date of this Agreement (to include the FCC's or TA's authorization or permitting of transactions contemplated by this Agreement that might otherwise be inconsistent with ordinary practices in connection with Reconfiguration), 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 and in accordance with the Order, Nextel will pay Incumbent an amount (the "Ordinary Reconfiguration Cost") to effect a reconfiguration (the "Ordinary Reconfiguration") of Incumbent's affected frequency allocation used by Incumbent's existing 800 MHz educational channel (the "Educational Channel"). Nextel will also pay Incumbent an amount (the "700 MHz Conversion Cost") to effect a reconfiguration of the Incumbent's operations on other 800 MHz frequencies that are subject to Reconfiguration to operation on the 700 MHz Replacement Frequencies. The 700 MHz Conversion Cost will include such modifications (the "700 MHz Conversion") of the PSEC System (as defined below) as are necessary or advisable to convert (including the re-engineering, reassessment/remedying of interference, relicensing and re-equipping of) the PSEC System from its earlier contemplated operation as an 800 MHz system to operation on the 700 MHz Replacement Frequencies and performance in accordance with the terms and specifications of the PSEC System purchase contract (as modified from time to time, the "System Contract") and the other moves to 700 MHz frequencies described in recital E below, provided that the 700 MHz Conversion Cost shall not exceed \$7,262,991.50 plus an amount (the "General Contingency Amount") equal to \$500,000.00. Payment by Nextel of the 700 MHz Conversion Cost shall be in lieu of reimbursement to Incumbent of the expense that would have been required to effect a reconfiguration to other 800 MHz frequencies of Incumbent's affected frequency allocations that are listed in recital E below. The Ordinary Reconfiguration Cost and the 700 MHz Conversion Cost are collectively referred to as the "Reconfiguration Cost". Subject to the clarification that, with respect to the 700 MHz Conversion, the "existing facilities" to which the reconfigured PSEC System is to be comparable to those of the earlier contemplated PSEC System operating on 800 MHz frequencies in accordance with the System Contract (the "Alternative System"), Incumbent will certify to the Transition Administrator that the

Reconfiguration Cost is no greater than the "minimum amount necessary to provide comparable facilities" to the existing facilities currently in use in accordance with the Order.

- E. The purpose of this Agreement is to set forth the parameters of the Reconfiguration for the channels both licensed and operated by Incumbent. This Agreement also describes the move of all of Incumbent's non-mutual aid 800 MHz channels to 700 MHz frequencies and Nextel's reimbursement to facilitate that move. The NPSPAC channels licensed to Incumbent will move to 700 MHz frequencies. All of the State of California and national mutual aid channels that Riverside County operates are licensed to the State of California, and they will be retuned to new 800 MHz frequencies. The channels to be moved to 700 MHz frequencies fall into three categories:
- i. the existing EDACS trunked channels which had been planned for a new P25 network,
  - ii. the conventional NPSPAC channels, and
  - iii. the interleaved conventional 800 MHz channels currently in use and planned for the new data network and will not require Replacement Frequencies, but will require data channel equivalent bandwidth from the 700 MHz allocations.

The one exception to the move to the 700 MHz spectrum is the call sign WNF372. This call sign contains one frequency (852.4375 MHz) operating at two sites. This call sign is operated by the Education Department and will be retuned within the 800-MHz spectrum as the Ordinary Reconfiguration.)

- F. It is anticipated that moving substantially all of Incumbent's 800 MHz channels to 700 MHz channels will:
- i. provide greater flexibility in formulating a new 800 MHz Mexican Border band plan that will successfully separate commercial and public safety users,
  - ii. provide additional spectrum for public safety users in Southern California, and
  - iii. allow Riverside County to expand its PSEC System network by allowing it to operate with no material adverse impact relative to performance of the Alternative System in the less-encumbered 700 MHz public safety spectrum.

- G. The intent of this Agreement is to effect the Ordinary Configuration in accordance with customary practices and procedures of Reconfiguration under the Order and to effect the 700 MHz Conversion under such alternative or modified practices and procedures as may be set forth herein and not prohibited by the Order.

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 "800 MHz Replacement Frequencies"). Incumbent has made application for and has received an allocation of 700 MHz frequencies from the local FCC-authorized frequency coordination committee, subject to final FCC approval, sufficient to replace its existing system with a new P25 system ("PSEC System"), with the exceptions and additional channel relocations described in Paragraph E and F of the Recitals of this Agreement, for operation using the 700 MHz spectrum, with the ultimately allocated and FCC-approved 700 MHz frequencies being the "700 MHz Replacement Frequencies". Pursuant to the Order and in accordance with this Agreement, Incumbent shall relinquish the Incumbent Frequencies and relocate its system to the 700 MHz Replacement Frequencies and the 800 MHz Replacement Frequencies (collectively, the "Replacement Frequencies").

## 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, "Section 90.621(b)").

(b) The parties agree that Nextel will make the FCC assignment filings for the Replacement Frequencies for the Education Channel on a future date to be determined by the parties through mutual agreement in accordance with Section 5. Incumbent is making the filings for the 700 MHz Replacement Frequencies. The Incumbent reserves the right to make its own FCC filings for the 800 MHz Replacement Frequencies on such mutually agreed date, rather than relying on Nextel to do so, by so notifying Nextel in accordance with the Notice provision of this Agreement, in which case Incumbent may submit a Change Notice pursuant to the terms of Section 8 regarding the related additional Reconfiguration Cost it may incur.

(c) Thirty (30) days before the subscriber unit 800 MHz frequencies need to be locked in for template creation; Incumbent will notify Nextel of the need to confirm the re-banding 800 MHz Replacement Frequencies. Twenty-one (21) days later, Nextel will confirm to Incumbent the 800 MHz Replacement Frequencies.

## 3. Incumbent Obligations and Reconfiguration Costs:

(a) Acknowledgement of Obligations. The Parties agree that:

(i) to Incumbent's knowledge, including following the planning activities contemplated by this Agreement and completed prior to its execution, the cost estimate (including contingency funding described therein upon certification by Incumbent that the applicable contingency shall have arisen) set forth in Schedule C, as it may be modified from time to time pursuant to Section 8 hereof (the "Cost Estimate") and the equipment set forth on Schedule D, as it may be modified from time to time including reconciliation with the Cost Estimate, comprise, in light of the assumptions made and the uncertainties to which such work is subject, a commercially reasonable estimate of the Reconfiguration Cost for Incumbent's facilities that will operate on the Replacement Frequencies, including all of the work required to reconfigure Education Channel existing facilities to comparable facilities that will operate on the 800 MHz Replacement Frequencies;

(ii) after all of the work contemplated by the Cost Estimate and the contingencies (including the General Contingency) provided for therein has been performed in accordance with this Agreement and Nextel has paid all amounts required by this Agreement, the Incumbent's system shall be deemed for all purposes of the Order to be "comparable" to Incumbent's existing system (and the Alternative System, as the case may be) prior to Reconfiguration, and Nextel shall be deemed to have satisfied its obligations hereunder and under the Order to pay the cost of relocating Incumbent's 800 MHz system operations from the Incumbent Frequencies to the Replacement Frequencies. Incumbent shall execute such closing documentation as shall be required by either the TA or Nextel so to certify the comparability of Incumbent's facilities following the reconfiguration of its system.

(iii) the Incumbent will take action to oblige its vendors to reconfigure the planned Alternative System (800 MHz PSEC System) and implement it for operation within the 700 MHz frequency band, provided that Incumbent shall not be required to take other than commercially reasonable action or to breach the System Contract.

(b) Payment Terms. In order to facilitate the Incumbent's transition to the Replacement Frequencies, Nextel will pay an amount not to exceed the Cost Estimate, including the General Contingency. Nextel will make payments in accordance with the payment terms identified on Schedule C 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").

(i) Within thirty (30) days of completion of Incumbent's reconfiguration and prior to the Reconciliation Date (as defined below), Incumbent will submit to Nextel documentation reasonably and sufficiently demonstrating the actual costs that Incumbent reasonably incurred or paid to other entities in connection with the activities contemplated by the Cost Estimate to reconfigure Incumbent's system and for which payment by Nextel is sought ("Actual Costs"). The documentation of Actual Costs ("Documentation") sought by Nextel from Incumbent as reasonable and sufficient may include but is not limited to the following: (A) invoices for Actual Costs that are associated with a category of work as identified on Schedule C; (B) receipts substantiating the Actual Costs including receipts for any travel expenses incurred by Incumbent such as hotel invoices, airfare receipts, etc.; (C) Incumbent's individual employee work orders, time sheets and associated general ledger records specifying the name of the person or employee performing work for Incumbent, the date work was performed, the hours worked and a description of the activity performed; (D) inventory lists and certified statements of the numbers of tasks completed for reconfiguration; (E) the applicable Exhibit B internal labor certifications. Upon receipt by Nextel of the Documentation for the particular Actual Costs submitted for reimbursement and subject to Section 20(b), Nextel and Incumbent will promptly reconcile the Actual Costs against the payments made by Nextel to Incumbent and agree upon the amount of any additional payments (subject to Section 8) due to Incumbent or any refunds due to Nextel. The effective date of agreement on reconciliation of Actual Costs and Replaced Equipment (as defined in Section 20) and receipt by Nextel of the Reconciliation Statement signed by Incumbent is the "Reconciliation Date".

(ii) Any additional payments arising under the preceding Section 3(b)(i) due to Incumbent or a Vendor from Nextel will be disbursed to Incumbent or Vendor 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 so arising will be made within thirty (30) days of the Reconciliation Date.

(iii) In the event that at or prior to the Reconciliation Date Incumbent's Actual Costs would exceed the then current Cost Estimate, Incumbent must submit a Change Notice pursuant to Section 8 of this Agreement describing the change in scope of work or costs that resulted in Incumbent's Actual Costs exceeding the Cost Estimate. Approval of any Change Notice will not be automatic but will



be processed promptly in accordance with Section 8 of this Agreement. Additional payments due to Incumbent or Vendors that result from increases in the Cost Estimate prior to the Reconciliation Date or an excess of Actual Costs over the Cost Estimate, as agreed on the Reconciliation Date, will be disbursed to Incumbent or the applicable Vendor(s) within thirty (30) days of the Transition Administrator's approval of such Change Notice.

(iv) Prior to the Closing Date (as defined below), 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) and Replacement Frequencies described in Section 2 of this Agreement.

(c) Incumbent acknowledges that it is solely responsible for the payment of all costs necessary to modify its system in excess of and subject to Nextel's obligations under this Agreement.

(i) **Funding Commitment.** Incumbent warrants that all funding being provided by the Incumbent has been approved by the necessary governmental entities and will be available prior to commencement of physical retuning. Incumbent further warrants that, to the extent necessary, it will (as to costs other than Reconfiguration Costs and subject to Nextel's obligations under this Agreement) allocate or cause to be allocated all necessary funds in its annual budgets to cover each year's reconfiguration costs until such time as the reconfiguration is completed.

(ii) **Vendor Resources Available.** Incumbent warrants that it has made reasonable inquiries to assure itself that all Vendors involved in the reconfiguration of the Incumbent's system have committed the necessary resources to accomplish such in a timely manner and has entered into the necessary agreement with the Vendor. Incumbent further warrants that Incumbent's selection of the Vendor complied with all applicable law, including, without limitation, all applicable state and local procurement laws, regulations and rules.

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" in accordance with the terms set forth on Schedule D. Any Loaned Reconfiguration Equipment will be returned to Nextel by the Incumbent prior to the Closing Date. Incumbent will fax to Nextel a copy of each bill of lading associated with a shipment of Loaned Reconfiguration Equipment, signed by an authorized representative of Incumbent and acknowledging receipt of the Loaned Reconfiguration Equipment in good working order.

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 in accordance with Incumbent's plans, including as further detailed on Schedule C as of the Effective Date; and (iii) the Parties will agree on two schedules (collectively and except as the context may require to refer to more than one of the lettered Schedules appended as part of this Agreement, the "Schedules"), one with respect to the PSEC System (the "PSEC System Schedule") and one with respect to the Education Channel (the "Education Channel Schedule") to make remaining required FCC filings, clear the Replacement Frequencies and decommission the Incumbent Frequencies, provided that such Schedules and any changes thereto may be based on the achievement of certain milestones in the implementation of the PSEC System rather than calendar dates and shall be subject to revision in order to conform to Incumbent's schedule for the implementation of and cutover to the PSEC System as the facilities that will utilize the 700 MHz Replacement Frequencies. The Parties agree to adopt the Schedules no later than the latest of: (a) sixty (60) days from the Effective Date of this Agreement, or (b) the date established

pursuant to a Schedule agreed upon at a TA scheduled "Implementation Planning Session" that includes the Incumbent's PSEC System, provided the Implementation Planning Session has been scheduled by the TA prior to the expiration of sixty (60) days from the Effective Date of this Agreement, (c) such other date as the FCC may require and (d) such date as Incumbent may determine in connection with its implementation and cutover of the PSEC System. Notwithstanding the aforementioned, in the event the completion date in the Schedule for clearing the 800 MHz 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 applicable Schedule(s) may be subject to FCC approval. Nextel agrees that it will not unreasonably withhold its agreement to changes to the Schedules proposed by Incumbent in connection with Incumbent's implementation of and cutover to the PSEC System and that Incumbent cannot clear the 800 Replacement Frequencies until operation on the Incumbent Frequencies is no longer required.

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

(a) if such Party is a corporation, that 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 governmental or corporate 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, other organizational documents (if applicable) or applicable law, regulation or procedure (including applicable law of the State of California), or any agreement, mortgage, indenture, license, permit, lease, encumbrance or other instrument, judgment, decree, order, law or regulation by which such representing Party is bound;

(d) such representing Party 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 such Party has the authority to request the FCC to assign, modify or cancel such licenses;

(e) there is no pending or (to the knowledge of such Party) threatened action or claim to which the representing Party is a party or of which it has received such a threat 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 such representing Party's knowledge, all information provided to the other Party concerning the transactions contemplated by this Agreement is true and complete in all material respects.

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 of any pending or (to the knowledge of such Party) 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 (i) Incumbent will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any license for the Incumbent Frequencies, provided that no agreement between Incumbent and Motorola, Inc. ("Motorola") related to

the implementation and cutover to the PSEC System shall be deemed to encumber any license for the Incumbent Frequencies merely by virtue of delaying the assignment of any such frequencies to Nextel), a and (ii) Nextel will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any of the Replacement Frequencies.

8. **Changes:** (a) 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, including to the scope of such work, may arise. Because the reconfiguration of the PSEC System is occurring in the context of a replacement of the Incumbent's existing system and a related project schedule critical to the achievement of Incumbent's policy goals related to local and regional public safety, the Cost Estimate and this Section 8 have been developed to minimize any adverse impact on the PSEC system project schedule of having pursued reconfiguration to 700 MHz frequencies rather than having awaited an eventual reconfiguration to 800 MHz frequencies in accordance with the Order as it may be implemented for jurisdictions near the U.S.-Mexico border. The Parties agree that their review of any such needed changes must be performed expeditiously to keep both the reconfiguration and the PSEC System project work on schedule and that they will provide sufficient staff to manage changes. If either Party believes that a change (not including the occurrence of a contingency anticipated by the Cost Estimate or otherwise specifically addressed in Section 8(b)) to the work contemplated by the Cost Estimate is required (including changes by Vendors), 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 proposed changes to what had been contemplated by the Cost Estimate, together with the justification for such change and

(ii) an estimate of any resulting increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing Education Channel facilities to operate on the Replacement Frequencies. The Party receiving a Change Notice shall immediately perform its own analysis of the advisability, justification and scope of the change and its impact on the Cost Estimate and schedule and based upon such results and a fair consideration of the other Party's analysis, promptly negotiate the terms of the proposed change in good faith with the other Party. After the Parties have agreed upon modifications of the Cost Estimate in response to the Change Notice (or upon any other change to this Agreement), they shall promptly 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. Processing of any Change Notice shall proceed pursuant to Transition Administrator guidelines, but either Party may request that the Transition Administrator attempt to accelerate its review and approval process. 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 Education Channel 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 on behalf of Incumbent, but work performed that falls within a contingency specified in the Cost Estimate will not be considered unauthorized if the applicable conditions anticipated by the contingency have occurred, so long as Incumbent reasonably and adequately documents the satisfaction of such conditions. No change to the Cost Estimate, the work contemplated by the Cost Estimate or the time required to reconfigure Incumbent's Education Channel existing facilities to operate on the Replacement Frequencies shall become effective until the Transition Administrator has approved the change in writing in the form proposed by the Parties and both Parties have signed an amendment incorporating such approved change into this Agreement pursuant to Section 25. The Parties shall move immediately to sign and implement such amendment after the Transition Administrator's written approval of the change in accordance with their respective internal approval procedures.

(b) The Change Notice procedures set forth in Section 8(a) shall not apply to Incumbent certifications of specified contingencies ("Specified Contingencies") set forth in the Cost Estimate or to the General Contingency. Each Specified Contingency shall be labeled as a contingent funding estimate or estimated range of costs for the related task or item in the Cost Estimate or related description work and set forth in detail the qualifying assumptions behind the base estimate, variations in which would justify a higher or lower cost estimate within the indicated range. In the case of the General Contingency, it shall be labeled in Schedule C as such and shall state the maximum cumulative costs not otherwise included in the Cost Estimate for which Nextel shall also be responsible in the event that the Cost Estimate (including Specified Contingencies) is otherwise insufficient to achieve comparability of the PSEC System after the 700MHz Conversion to the Alternative System. The General Contingency may be applied to Incumbent or Vendor services, equipment or any other expenses related to such comparability or compliance with the Order and shall be shown in Schedule C as payable to or through Incumbent. The General Contingency shall be applied to the subject matter of any Specified Contingency only after the allowance under the Specified Contingency has been exhausted. Incumbent must receive written approval from Nextel to expend any of the General Contingency dollars, which approval shall not be unreasonably withheld if Incumbent shall have certified that, in order for Incumbent to be able to make the certification with respect to the Alternative System required by Section 3(a)(ii) and because the Cost Estimate does not otherwise provide for adequate funding to address the identified condition or circumstance such use of the General Contingency is prudent and necessary. The approval of estimated costs and reimbursement for Actual Costs shall only occur following the submission of related invoices and other documentation in the same manner as with any other costs included in the Cost Estimate that are not funded from the General Contingency. If any such contingency occurs or the stated assumptions prove incorrect, the related increase or decrease in contingent funding will be deemed part of the Cost Estimate. A Specified Contingency may be described as a specified cost increase or decrease related to the failure of one or more assumptions, or as several alternative scenarios, only one or more of which will be deemed part of the Cost Estimate upon the validation of the related assumptions or satisfaction of other specified conditions. Upon Incumbent's certification that the particular assumptions have been (in)validated or conditions anticipated by a contingency have occurred, the Cost Estimates will include the related estimated costs and reimbursement for Actual Costs for the Specified Contingency up to the amount of the Cost Estimate for the certified Specified Contingency shall be made following the submission of related invoices and other documentation in the same manner as with any other costs included in the Cost Estimate that are not Specified Contingencies. In the event that, following certification by Incumbent of a Specified Contingency and its inclusion in the Cost Estimate, the related assumptions prove invalid, previously satisfied conditions cease to be satisfied, or any other change in circumstances occurs with respect to the Specified Contingency that would ordinarily be addressed by either party with a Change Notice (including the expected failure of any of the anticipated scenarios of a Specified Contingency to reasonably foresee the required changes in the Cost Estimate), the provisions of Section 8(a) will apply. The parties agree that the Specified Contingencies have been selected and estimated to cover a reasonable range of costs that make practical the implementation of this Section 8 as a means of minimizing PSEC System project delay while providing for accelerated authorization of any reasonably foreseeable cost of reconfiguration that is prudent and necessary in the context of the PSEC System. Costs outside of the Specified Contingencies will be considered not reasonably foreseeable and (other than the General Contingency) subject to the procedures of Section 8(a).

9. **Closing:** The closing of the transactions contemplated by this Agreement (the "Closing") will take place 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 or the creation of a new license for Incumbent that includes the Replacement Frequencies, (iii) the earlier of (A) notification by Incumbent to Nextel that the Incumbent Licenses are clear of all users and (B) thirty-five (35) days following the date Nextel notifies Incumbent that the Replacement Frequencies have been

decommissioned, (iv) delivery by Incumbent of all receipts, invoices and other documentation necessary to substantiate the Actual Costs for which Incumbent seeks reimbursement by Nextel and signing by Incumbent and delivery to Nextel of the Reconciliation Statement and other documents necessary 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 800 MHz Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b), (vi) the refund to Nextel or payment to Incumbent as described in Section 3(b)(ii) (if applicable), (vii) certification by Incumbent that the PSEC System is fully deployed and operational and that the Incumbent Frequencies are no longer required by the existing system, the PSEC System or the Education Channel or any other system licensed to or operated by Riverside County and (viii) the satisfaction of all other conditions for the Closing 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 truth and accuracy as of the Closing Date of the other Party's representations and warranties set forth in this Agreement;

(b) all of the covenants of the other Party described in Section 7 of this Agreement are performed in all material respects or any failure to have so performed shall have been cured; 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, which the Parties anticipate will be substantially in the form disclosed to Incumbent prior to the Effective Date. Incumbent will execute and deliver to Nextel a closing certification required by the Transition Administrator ("Completion Certification").

(d) The Parties will cooperate in good faith and exercise their reasonable best efforts to finalize and execute those instruments and documents on or prior to the Closing Date in order to effect the reconfiguration of Incumbent's facilities contemplated by this Agreement.

11. **Review Rights:** Solely for the benefit of the Transition Administrator in order to enable the Transition Administrator to comply with its audit obligations under the Order, Incumbent agrees to maintain for such purposes records and other supporting evidence related to the costs (a) that Incumbent has expended in connection with the reconfiguration contemplated by this Agreement and (b) 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 (i) until eighteen (18) months after the date of Incumbent's executed Completion Certification required by this Agreement and (ii) thereafter for a longer period only to the extent that Incumbent, for its own purposes, shall have retained and intentionally maintained ongoing ordinary access to such records. 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.

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 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:** Subject to applicable laws of the State of California, the terms of this Agreement, any confidential information disclosed by one Party or its Agents to the other Party or its Agents in connection with this Agreement (whether before or after the Effective Date, including in the course of any negotiation of the proposed terms of this Agreement or any mediation related to such negotiations or this Agreement), and any proprietary, non-public information regarding the Incumbent Frequencies, Replacement Frequencies, or such disclosing Party's business, affairs or operations, shall be kept confidential by the Parties and their employees, shareholders, agents, attorneys and accountants (collectively, and acting in such capacities with respect to the particular Party, "Agents"), which confidentiality will survive the Closing or termination of this Agreement for a period of five (5) years. The Parties may make disclosures as required by law (including as required to be disclosed pursuant to court order or the request of any governmental or administrative authority of competent jurisdiction), to the Transition Administrator and to Vendor(s) (but only to the extent that such disclosure specifically relates to that Vendor's scope of work with respect to the subject matter of this Agreement (as identified on Schedule C)) as required for such other Party to perform its obligations under this Agreement or as required for that Vendor to perform its obligations contemplated by the Cost Estimate; provided, however, that each Party will cause all of its Agents to honor the provisions of this Section. Notwithstanding the foregoing, Nextel, Incumbent and their respective Agents may make disclosures regarding the terms of this Agreement to other public safety licensees and their Agents, provided that a Party involved in such disclosures shall cause each Agents of that Party to limit the Agent's disclosure of the terms of this Agreement to public safety licensees (and their Agents) and will advise the party to whom the disclosure was made, to limit further disclosure to public safety licensees (and their Agents) in accordance with the FCC Order, WT Docket No. 02-55, adopted January 8, 2007. Such obligations to keep information confidential shall not apply to information that: (i) shall already have been rightfully known at the time it shall have been obtained, free from any obligation of the obtaining Party to the other Party to keep such information confidential; (ii) is or shall become public through no wrongful act of the obtaining Party or any of its Agents; (iii) shall have been rightfully received by the obtaining Party from a third party without restriction and without breach of this Agreement or (iv) shall have been independently developed by the obtaining Party without use of or reference to or breach of obligations with respect to such information or other information that is to be kept confidential hereunder.

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 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 Indemnified 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, provided that the period shall be two (2) years in the case of a breach of representations and warranties set forth in Section 6 and five (5) years in the case of a breach of the provisions of Section 13.

16. **Disputes:** The Parties agree that any dispute related to the Replacement Frequencies, Nextel's obligation to pay any cost of the reconfiguration contemplated by this Agreement, or the comparability of Incumbent's reconfigured 700 MHz PSEC System to the Incumbent's existing system is not resolved by mutual agreement, shall be resolved in accordance with the dispute resolution provisions of the Order, as it 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 a Party, directly or indirectly, to any officer, employee or official of the other Party for the purpose of improperly obtaining or rewarding favorable treatment under this Agreement.

18. **Liens:** If any liens, security interests, or other similar encumbrances ("Liens") 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 (to the extent such payment is not in the subject of a *bona fide* dispute by Nextel) to such vendor or services provider, Nextel upon receipt of Notice from Incumbent will cooperate with Incumbent to secure and evidence the removal of any such Liens.

19. **Vendor Performance Issues:** Incumbent will select and contract directly with any vendor or service provider performing work required to reconfigure Incumbent's Education Channel existing facilities or PSEC System 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 to perform its obligations under any contract entered into between Incumbent and such Vendor in connection with the reconfiguration contemplated by this Agreement, except that Nextel shall be responsible for any failure that is caused in whole or in part by the action or inaction of Nextel in respect to Nextel's obligations under the Order, including Nextel's failure to pay a Vendor invoice on a timely basis when presented to Nextel in accordance with Section 3(b)(i).

20. **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"), or for which reimbursement in lieu of equipment is being made to Incumbent as listed in Schedule E ("Reimbursement Equipment"), then title to "Nextel Replaced Equipment" listed in Schedule D shall pass to Nextel at Closing free and clear of liens and any other encumbrances. Within thirty (30) days of completion of the cutover of all operations to the PSEC System from the predecessor system and completion of the related replacement or retuning of equipment, Incumbent shall deliver the Nextel Replaced Equipment to Nextel in a condition that permits the Nextel Replaced Equipment to be programmed for operation on another radio system or otherwise tested for its ability to power up and function using a conventional factory test frequency ("Functional Condition") at Nextel's costs and pursuant to Nextel's instructions. Incumbent shall not be required to provide data or coding required for the use of the Nextel Replaced Equipment on any Incumbent system. Title to the Nextel Replaced Equipment will pass to Nextel at Closing and Incumbent shall execute such documentation as Nextel may reasonably request to transfer title to Nextel free and clear of liens. Title to the Nextel Replacement

Equipment 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.

(b) A product typical value (the "Product Typical Value") for Nextel Replaced Equipment, Nextel Replacement Equipment, Reimbursement Equipment and Loaned Reconfiguration Equipment known as of the execution of this Agreement is set forth in Schedule E, including any variations in such Product Typical Value that may vary by the date of the return of such equipment. For equipment not listed on Schedule E, the Product Typical Value will be established for such equipment by Change Notice no later than during the Reconciliation for the item of Nextel Replaced Equipment and/or Loaned Reconfiguration Equipment not returned, provided no Product Typical Value for the same item of equipment in similar condition shall at Reconciliation be greater for Incumbent than for other incumbent 800 MHz licensees participating in the Reconfiguration. If Incumbent fails to return any item of the Nextel Replaced Equipment and/or Loaned Reconfiguration Equipment to Nextel in Functional Condition, under this Section 20(b), then for those items of Loaned Reconfiguration Equipment and/or Nextel Replacement Equipment provided on loan or provided to replace the Nextel Replaced Equipment and not returned to Nextel, and/or those items of Reimbursement Equipment not returned to Nextel either: (i) Nextel will deduct the Product Typical Value for those items (including allocable tax, if any and shipping, the "Nextel Equipment Refund") from the final payment due to Incumbent after the Reconciliation Date; (ii) Incumbent must pay Nextel the Nextel Equipment Refund within thirty (30) days of the Reconciliation Date (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 within thirty (30) days of the Reconciliation Date (if the final payment due Incumbent is less than the Nextel Equipment Refund).

21. **Termination:** This Agreement may be terminated and the transactions contemplated by this Agreement abandoned: (i) by mutual consent of the Parties provided in writing in accordance with the Order; (ii) for cause by either Party upon any material breach of the other Party, following a thirty (30) day period for cure by the breaching Party following written notice of the breach, or (iii) by Nextel in the event of any Adverse Decision by any governmental entity of competent jurisdiction affecting the Order. For purposes of this Agreement, an "Adverse Decision" 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 reasonable 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 Incumbent to the *status quo ante* on the date of this Agreement with respect to the Ordinary Reconfiguration and complete the 700 MHz Conversion as provided below, with Nextel paying all costs associated with such return and conversion with respect to the subject matter of this Agreement (including fees and costs of the Incumbent and its Vendors under the Cost Estimates for work already performed or, in the case of the 700 MHz Conversion, then remaining to be performed), provided that to the extent such termination was due to an uncured material breach by Incumbent, Nextel shall be responsible for payment of no more than provided in the then current Cost Estimate for the Ordinary Reconfiguration Cost and the 700 MHz Conversion Cost.

22. **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.

23. **Notices:** All notices and other communications under this Agreement must be in writing and will be deemed given at the destination specified under this Section 23 (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 or such additional or



alternative addresses of which the parties or addressees below shall advise each other from time to time, provided that correspondence provided by email shall not constitute notice:

<p>If to Incumbent, to:                  County of Riverside                  Department of Information Technology, PSEC                  Division                  4080 Lemon Street, 10<sup>th</sup> Floor                  Riverside, CA 92502                  Attn: Dan Nila, PSEC Project Manager                  Phone: (951) 955-0563                  Fax: (951) 955-0603</p>	<p>If to Nextel, to:                  Nextel of California, Inc.                  c/o Sprint Nextel Corp.                  2001 Edmund Halley Drive                  Reston, VA 20191                  Attn: Heather P. Brown, Esq.                  Phone: (703) 433-4000                  Fax: (703) 433-4483</p>
<p>And a copy that shall not constitute Notice to:                  County of Riverside                  Department of Information Technology                  4080 Lemon Street, 10th Floor                  Riverside, California 92501                  Attn: Chief Technology Officer</p> <p>And a copy that shall not constitute Notice to:                  Katz Law Office, P.C.                  1230 Avenue of the Americas, 7th Floor                  New York, NY 10020-1517                  Attn: Arthur S. Katz                  Phone: (646) 688-2353                  Fax: (646) 514-3303</p>	<p>With a copy that shall not constitute Notice to                  Sprint Nextel Corp.                  6575 The Corners Parkway                  Norcross, GA 30092                  Attn: William Jenkins, VP Spectrum Reconfiguration                  Phone: (770) 326-7484                  Phone: (678) 405-8442                  Fax: (678) 405-8252</p>

24. **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 in accordance with this Section 24, upon delivery of written notice to the other Party. Nextel may assign this Agreement only to a controlled, direct or indirect subsidiary or affiliate of Sprint Nextel Corporation, and shall in the event of any such assignment provide Incumbent with an assignment agreement signed by both Nextel and each assignee, certifying that the assignee has assumed all obligations of Nextel hereunder that are not being retained by Nextel or similarly assigned, is responsible to Incumbent for honoring said obligations, is fully capable of performing such obligations in a timely manner, and that none of Incumbent's rights (including the right to reimbursement of costs hereunder in accordance with the Order) or practical ability to realize the benefits of this Agreement will be adversely affected by such assignment. Nothing in this Agreement shall be deemed a waiver by Incumbent of its rights to demand reimbursement through approval by the Transition Administrator of a drawdown under the letter of credit provided by Nextel for that purpose pursuant to the Order. Nothing herein shall be deemed to be a release by Incumbent of any obligations assumed herein by Nextel. Incumbent may assign this Agreement only to any corporation, agency or instrumentality having authority to accept such assignment

25. **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, that no amendment or modification to this Agreement shall become effective until approved by the Transition Administrator.

26. **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 other person or entity, other than (i) the respective successors and permitted assigns of the Parties, and (ii) the Transition Administrator as specifically provided in this Agreement.

27. **Jurisdiction and Venue:** Subject to Section 16 and except as otherwise mandated by applicable law, any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California ("Superior Court") or the United States District Court located in Riverside, California. If Nextel commences any action against the County in a court located other than Superior Court or Federal court (in the County), upon request of the County, Nextel shall either consent to a transfer of the action to a court of competent jurisdiction located in the County or, if the court where the action is initially brought will not or cannot transfer the action, Nextel shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in the County. If any provision of this Section 27 is held unenforceable for any reason, each and all other provision not so affected shall nevertheless remain in full force and effect.

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. Except as a formal written waiver may be expressly granted by the Party having a right otherwise to enforce a provision of this Agreement, no action taken pursuant to this Agreement shall 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, including the Schedules and Exhibits hereto, 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.

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:  
The County of Riverside, California

NEXTEL:  
Nextel of California, Inc.

By: Bob Buster  
Name: Bob Buster  
Title: Chairman, Board of Supervisors

By: William Jenkins  
Name: William Jenkins  
Title: VP Spectrum Reconfiguration

ATTEST:

K [Signature] RPER-IHEM, Clerk  
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE 2/16/11

**SCHEDULE A**

Incumbent's Name: **County of Riverside, California**

Incumbent cancels or assigns to Nextel:

Call Signs	Licensee	Frequency	Latitude	Longitude	City	State	Expiration Date
WNFM372	Riverside, County of	852.4375	34' 2' 46' N	116' 48' 49.1' W	BANNING	CA	9/22/2011
WNFM372	Riverside, County of	852.4375	33' 42' 38.1' N	117' 32' 3.2' W	EL TORO	CA	9/22/2011
WNVR753	Riverside, County of	821.1000				CA	1/23/2013
WNVR753	Riverside, County of	821.2125				CA	1/23/2013
WNVR753	Riverside, County of	821.2375				CA	1/23/2013
WNVR753	Riverside, County of	821.2625				CA	1/23/2013
WNVR753	Riverside, County of	821.2875				CA	1/23/2013
WNVR753	Riverside, County of	821.3125				CA	1/23/2013
WNVR753	Riverside, County of	821.4500				CA	1/23/2013
WNVR753	Riverside, County of	821.7125				CA	1/23/2013
WNVR753	Riverside, County of	821.7375				CA	1/23/2013
WNVR753	Riverside, County of	821.7625				CA	1/23/2013
WNVR753	Riverside, County of	821.7875				CA	1/23/2013
WNVR753	Riverside, County of	821.8125				CA	1/23/2013
WNVR753	Riverside, County of	822.2125				CA	1/23/2013
WNVR753	Riverside, County of	822.2375				CA	1/23/2013
WNVR753	Riverside, County of	822.2625				CA	1/23/2013
WNVR753	Riverside, County of	822.2875				CA	1/23/2013
WNVR753	Riverside, County of	822.3125				CA	1/23/2013
WNVR753	Riverside, County of	822.6000				CA	1/23/2013
WNVR753	Riverside, County of	822.7125				CA	1/23/2013
WNVR753	Riverside, County of	822.7375				CA	1/23/2013
WNVR753	Riverside, County of	822.7625				CA	1/23/2013
WNVR753	Riverside, County of	822.7875				CA	1/23/2013
WNVR753	Riverside, County of	822.8125				CA	1/23/2013
WNVR753	Riverside, County of	823.2125				CA	1/23/2013
WNVR753	Riverside, County of	823.2375				CA	1/23/2013
WNVR753	Riverside, County of	823.2625				CA	1/23/2013
WNVR753	Riverside, County of	823.2875				CA	1/23/2013
WNVR753	Riverside, County of	823.3125				CA	1/23/2013
WNVR753	Riverside, County of	823.6000				CA	1/23/2013
WNVR753	Riverside, County of	823.7125				CA	1/23/2013
WNVR753	Riverside, County of	823.7375				CA	1/23/2013
WNVR753	Riverside, County of	823.7625				CA	1/23/2013
WNVR753	Riverside, County of	823.7875				CA	1/23/2013

**COUNTY OF RIVERSIDE/NEXTEL CONFIDENTIAL**

WNVR753	Riverside, County of	823.8125				CA	1/23/2013
WNVR753	Riverside, County of	823.8500				CA	1/23/2013
WNVR753	Riverside, County of	823.8750				CA	1/23/2013
WNVR753	Riverside, County of	823.9000				CA	1/23/2013
WNVR753	Riverside, County of	823.9500				CA	1/23/2013
WNVR754	Riverside, County of	866.1000	33' 30' 30" N	115' 27' 0" W			1/26/2013
WNVR754	Riverside, County of	866.4500	33' 30' 30" N	115' 27' 0" W			1/26/2013
WNVR754	Riverside, County of	867.6000	33' 30' 30" N	115' 27' 0" W			1/26/2013
WNVR754	Riverside, County of	868.6000	33' 30' 30" N	115' 27' 0" W			1/26/2013
WNVR754	Riverside, County of	868.8500	33' 30' 30" N	115' 27' 0" W			1/26/2013
WNVR754	Riverside, County of	868.8750	33' 30' 30" N	115' 27' 0" W			1/26/2013
WNVR754	Riverside, County of	868.9000	33' 30' 30" N	115' 27' 0" W			1/26/2013
WNVR754	Riverside, County of	868.9500	33' 30' 30" N	115' 27' 0" W			1/26/2013
WNVR755	Riverside, County of	866.2125	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	866.2125	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	866.2625	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	866.2625	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	866.7125	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	866.7125	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	866.7625	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	866.7625	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	867.2125	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	867.2125	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	867.2625	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	867.2625	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	867.7125	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	867.7125	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	867.7875	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	867.7875	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	868.2125	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	868.2125	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	868.2625	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	868.2625	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	868.7125	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	868.7125	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	868.7875	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR755	Riverside, County of	868.7875	33' 57' 44" N	117' 16' 51" W	RIVERSIDE	CA	9/9/2011
WNVR757	Riverside, County of	866.1000	33' 48' 7.1" N	116' 13' 31" W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	866.1000	33' 48' 7.1" N	116' 13' 31" W	INDIO	CA	9/17/2011















**COUNTY OF RIVERSIDE/NEXTEL CONFIDENTIAL**

WPJQ955	Riverside, County of	867.8125	33' 36' 8" N	117' 20' 37" W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	868.2375	33' 36' 8" N	117' 20' 37" W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	868.2375	33' 36' 8" N	117' 20' 37" W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	868.2625	33' 36' 8" N	117' 20' 37" W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	868.2875	33' 36' 8" N	117' 20' 37" W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	868.2875	33' 36' 8" N	117' 20' 37" W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	868.3125	33' 36' 8" N	117' 20' 37" W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	868.7375	33' 36' 8" N	117' 20' 37" W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	868.7375	33' 36' 8" N	117' 20' 37" W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	868.7625	33' 36' 8" N	117' 20' 37" W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	868.7875	33' 36' 8" N	117' 20' 37" W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	868.8125	33' 36' 8" N	117' 20' 37" W	LAKE ELSINORE	CA	9/12/2011
WPLT418	Riverside, County of	866.1000	33' 30' 33" N	115' 27' 0" W			1/26/2013
WPLT418	Riverside, County of	866.1000	33' 30' 33" N	115' 27' 0" W			1/26/2013
WPLT418	Riverside, County of	866.4500	33' 30' 33" N	115' 27' 0" W			1/26/2013
WPLT418	Riverside, County of	866.4500	33' 30' 33" N	115' 27' 0" W			1/26/2013
WPLT418	Riverside, County of	867.6000	33' 30' 33" N	115' 27' 0" W			1/26/2013
WPLT418	Riverside, County of	867.6000	33' 30' 33" N	115' 27' 0" W			1/26/2013
WPLT418	Riverside, County of	868.6000	33' 30' 33" N	115' 27' 0" W			1/26/2013
WPLT418	Riverside, County of	868.6000	33' 30' 33" N	115' 27' 0" W			1/26/2013
WPLT418	Riverside, County of	868.8500	33' 30' 33" N	115' 27' 0" W			1/26/2013
WPLT418	Riverside, County of	868.8500	33' 30' 33" N	115' 27' 0" W			1/26/2013
WPLT418	Riverside, County of	868.8750	33' 30' 33" N	115' 27' 0" W			1/26/2013
WPLT418	Riverside, County of	868.8750	33' 30' 33" N	115' 27' 0" W			1/26/2013
WPLT418	Riverside, County of	868.9000	33' 30' 33" N	115' 27' 0" W			1/26/2013
WPLT418	Riverside, County of	868.9000	33' 30' 33" N	115' 27' 0" W			1/26/2013
WPLT418	Riverside, County of	868.9500	33' 30' 33" N	115' 27' 0" W			1/26/2013
WPLT418	Riverside, County of	868.9500	33' 30' 33" N	115' 27' 0" W			1/26/2013
WPSU476	Riverside, County of	866.2875	33' 55' 37" N	116' 52' 29" W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	866.2875	33' 55' 37" N	116' 52' 29" W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	866.3125	33' 55' 37" N	116' 52' 29" W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	866.3125	33' 55' 37" N	116' 52' 29" W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	866.8125	33' 55' 37" N	116' 52' 29" W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	866.8125	33' 55' 37" N	116' 52' 29" W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	867.3125	33' 55' 37" N	116' 52' 29" W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	867.3125	33' 55' 37" N	116' 52' 29" W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	867.7625	33' 55' 37" N	116' 52' 29" W	BANNING	CA	8/2/2011

















**COUNTY OF RIVERSIDE/NEXTEL CONFIDENTIAL**

WPWM296	Riverside, County of	868.5750	33' 42' 48" N	116' 13' 15" W	INDIO	CA	12/18/2012
WPWM296	Riverside, County of	868.5750	33' 42' 48" N	116' 13' 15" W			12/18/2012
WPWM296	Riverside, County of	868.5750	33' 42' 48" N	116' 13' 15" W			12/18/2012
WPWP315	Riverside, County of	866.4250	33' 34' 55.1" N	117' 7' 15.1" W	MURRIETA	CA	12/30/2012
WPWP315	Riverside, County of	866.4250	33' 34' 55.1" N	117' 7' 15.1" W			12/30/2012
WPWP315	Riverside, County of	866.4250	33' 34' 55.1" N	117' 7' 15.1" W			12/30/2012
WPWP315	Riverside, County of	866.4250	33' 34' 55.1" N	117' 7' 15.1" W	MURRIETA	CA	12/30/2012
WPWP315	Riverside, County of	866.8250	33' 34' 55.1" N	117' 7' 15.1" W			12/30/2012
WPWP315	Riverside, County of	866.8250	33' 34' 55.1" N	117' 7' 15.1" W			12/30/2012
WPWP315	Riverside, County of	866.9250	33' 34' 55.1" N	117' 7' 15.1" W	MURRIETA	CA	12/30/2012
WPWP315	Riverside, County of	866.9250	33' 34' 55.1" N	117' 7' 15.1" W	MURRIETA	CA	12/30/2012
WPWP315	Riverside, County of	867.4250	33' 34' 55.1" N	117' 7' 15.1" W	MURRIETA	CA	12/30/2012
WPWP315	Riverside, County of	867.4250	33' 34' 55.1" N	117' 7' 15.1" W			12/30/2012
WPWP315	Riverside, County of	867.4250	33' 34' 55.1" N	117' 7' 15.1" W	MURRIETA	CA	12/30/2012
WPWP315	Riverside, County of	867.4250	33' 34' 55.1" N	117' 7' 15.1" W			12/30/2012
WPWP315	Riverside, County of	868.4250	33' 34' 55.1" N	117' 7' 15.1" W			12/30/2012
WPWP315	Riverside, County of	868.4250	33' 34' 55.1" N	117' 7' 15.1" W			12/30/2012
WPWP315	Riverside, County of	868.4250	33' 34' 55.1" N	117' 7' 15.1" W	MURRIETA	CA	12/30/2012
WPWP315	Riverside, County of	868.4250	33' 34' 55.1" N	117' 7' 15.1" W	MURRIETA	CA	12/30/2012
WPWP316	Riverside, County of	866.6000	33' 54' 38.1" N	116' 52' 13.1" W	BANNING	CA	12/30/2012
WPWP316	Riverside, County of	866.6000	33' 54' 38.1" N	116' 52' 13.1" W	BANNING	CA	12/30/2012
WPWP316	Riverside, County of	866.6000	33' 54' 38" N	116' 52' 13" W			12/30/2012
WPWP316	Riverside, County of	866.6000	33' 54' 38" N	116' 52' 13" W			12/30/2012
WPWP316	Riverside, County of	867.1000	33' 54' 38" N	116' 52' 13" W			12/30/2012
WPWP316	Riverside, County of	867.1000	33' 54' 38.1" N	116' 52' 13.1" W	BANNING	CA	12/30/2012
WPWP316	Riverside, County of	867.1000	33' 54' 38.1" N	116' 52' 13.1" W	BANNING	CA	12/30/2012
WPWP316	Riverside, County of	867.1000	33' 54' 38" N	116' 52' 13" W			12/30/2012
WPWP316	Riverside, County of	867.9250	33' 54' 38" N	116' 52' 13" W			12/30/2012
WPWP316	Riverside, County of	867.9250	33' 54' 38" N	116' 52' 13" W			12/30/2012
WPWP316	Riverside, County of	867.9250	33' 54' 38.1" N	116' 52' 13.1" W	BANNING	CA	12/30/2012
WPWP316	Riverside, County of	867.9250	33' 54' 38.1" N	116' 52' 13.1" W	BANNING	CA	12/30/2012
WPWP316	Riverside, County of	868.1000	33' 54' 38" N	116' 52' 13" W			12/30/2012
WPWP316	Riverside, County of	868.1000	33' 54' 38" N	116' 52' 13" W			12/30/2012
WPWP316	Riverside, County of	868.1000	33' 54' 38.1" N	116' 52' 13.1" W	BANNING	CA	12/30/2012
WPWP316	Riverside, County of	868.1000	33' 54' 38.1" N	116' 52' 13.1" W	BANNING	CA	12/30/2012
WQIK945	RIVERSIDE, COUNTY OF	854.9625	34' 11' 38.2" N	114' 29' 20.3" W	VIDAL	CA	3/6/2018
WQIK945	RIVERSIDE, COUNTY OF	854.9625	34' 11' 38.2" N	114' 29' 20.3" W	VIDAL	CA	3/6/2018
WQIK945	RIVERSIDE, COUNTY OF	854.9875	33' 49' 34.7" N	114' 51' 38.7" W	DESERT CENTER	CA	3/6/2018

**COUNTY OF RIVERSIDE/NEXTEL CONFIDENTIAL**

WQIK945	RIVERSIDE, COUNTY OF	854.9875	33' 49' 34.7" N	114' 51' 38.7" W	DESERT CENTER	CA	3/6/2018
WQIK945	RIVERSIDE, COUNTY OF	855.2125	33' 45' 0" N	114' 31' 28.8" W	BLYTHE	CA	3/6/2018
WQIK945	RIVERSIDE, COUNTY OF	855.2125	34' 4' 45" N	114' 47' 14" W	RICE	CA	3/6/2018
WQIK945	RIVERSIDE, COUNTY OF	855.2125	34' 4' 45" N	114' 47' 14" W	RICE	CA	3/6/2018
WQIK945	RIVERSIDE, COUNTY OF	855.2125	33' 45' 0" N	114' 31' 28.8" W	BLYTHE	CA	3/6/2018
WQIK945	RIVERSIDE, COUNTY OF	857.2625	34' 9' 4" N	115' 8' 25.9" W	RICE	CA	3/6/2018
WQIK945	RIVERSIDE, COUNTY OF	857.2625	34' 9' 4" N	115' 8' 25.9" W	RICE	CA	3/6/2018
WQMB267	RIVERSIDE, COUNTY OF	868.7625	33-54-51.1 N	117-00-04.1 W	Beaumont	CA	12/13/2010
WNJE985	RIVERSIDE, COUNTY OF	855.9875	33 - 57 - 42.1 N	117 - 16 - 50.1 W	RIVERSIDE	CA	6/25/2012
WNJE985	RIVERSIDE, COUNTY OF	854.9625	33 - 36 - 8.1 N	117 - 20 - 36.1 W	LAKE ELSINORE	CA	6/25/2012
WNJE985	RIVERSIDE, COUNTY OF	855.9875	33 - 36 - 49.1 N	114 - 46 - 10.9 W	BLYTHE	CA	6/25/2012
WNJE985	RIVERSIDE, COUNTY OF	855.9875	33 - 34 - 47.1 N	116 - 37 - 6.1 W	ANZA	CA	6/25/2012
WNJE985	RIVERSIDE, COUNTY OF	855.9875	33 - 55 - 26.1 N	116 - 37 - 1.1 W	WHITEWATER	CA	6/25/2012
WNJE985	RIVERSIDE, COUNTY OF	854.9625	33 - 39 - 18.1 N	115 - 59 - 10 W	INDIO	CA	6/25/2012
WNJE985	RIVERSIDE, COUNTY OF	809.9625	- -	- -		CA	6/25/2012
WNJE985	RIVERSIDE, COUNTY OF	810.9875	- -	- -		CA	6/25/2012
WNJE985	RIVERSIDE, COUNTY OF	854.9625	- -	- -		CA	6/25/2012
WNJE985	RIVERSIDE, COUNTY OF	855.9875	- -	- -		CA	6/25/2012
WPGV333	RIVERSIDE, COUNTY OF	809.9625			- -	- -	4/7/2015
WPGV333	RIVERSIDE, COUNTY OF	810.9875			- -	- -	4/7/2015
WPGV333	RIVERSIDE, COUNTY OF	854.9625	33 - 42 - 48.1 N	116 - 13 - 15 W	INDIO	CA	4/7/2015
WPGV333	RIVERSIDE, COUNTY OF	854.9625	33 - 34 - 55.1 N	117 - 7 - 15.1 W	MURRIETA	CA	4/7/2015
WPGV333	RIVERSIDE, COUNTY OF	854.9625	33 - 54 - 38.1 N	116 - 52 - 13.1 W	BANNING	CA	4/7/2015
WPGV333	RIVERSIDE, COUNTY OF	854.9625	33 - 58 - 41.1 N	117 - 22 - 29.2 W	RIVERSIDE	CA	4/7/2015
WPGV333	RIVERSIDE, COUNTY OF	855.9875	33 - 42 - 48.1 N	116 - 13 - 15 W	INDIO	CA	4/7/2015
WPGV333	RIVERSIDE, COUNTY OF	855.9875	33 - 58 - 41.1 N	117 - 22 - 29.2 W	RIVERSIDE	CA	4/7/2015
WPWZ668	RIVERSIDE, COUNTY OF	854.9625	33 - 45 - 52 N	116 - 43 - 52 W	PINE COVE	CA	2/18/2013
WPWZ668	RIVERSIDE, COUNTY OF	809.9625	- -	- -			2/18/2013
WQFB829	RIVERSIDE, COUNTY OF	855.9875	33 - 54 - 51.1 N	117 - 0 - 4 W	BEAUMONT	CA	6/9/2016
WQFB829	RIVERSIDE, COUNTY OF	855.9875	33 - 55 - 37 N	116 - 52 - 29 W	BANNING	CA	6/9/2016
WQFB829	RIVERSIDE, COUNTY OF	855.9875	33 - 45 - 41 N	116 - 58 - 11.1 W	HEMET	CA	6/9/2016
WQFB829	RIVERSIDE, COUNTY OF	810.9875	- -	- -			6/9/2016

**SCHEDULE B**

**Replacement Frequencies**

**Incumbent's Name: Riverside County, CA**

Riverside County's 800 MHz NPSPAC frequencies will be replaced by Riverside County's 700 MHz frequencies. Riverside will also replace their proposed 800 MHz data system call sign frequencies with their 700 MHz frequencies.

Riverside County's trunked system NPSPAC channels are on these call signs:

WNVR753	WPJQ949	WPLT418	WPSZ601
WNVR754	WPJQ950	WPSU476	WPSZ615
WNVR755	WPJQ951	WPSY302	WPTD600
WNVR757	WPJQ952	WPSZ540	WPTD601
WNXS730	WPJQ954	WPSZ582	WPTM904
WPJQ948	WPJQ955	WPSZ584	WPWE570
WQMB267			

Riverside County's conventional systems NPSPAC channels are on these call signs:

WPWG961  
 WPWH794  
 WPWM296  
 WPWP315  
 WPWP316

Riverside County's data system channels are on this call sign:

WQIK945

Riverside County's Interleave Conventional channels are on these call signs:

WNJE985      WPGV333      WPWZ668      WQFB829

Riverside County will choose the specific replacement frequencies for the above call signs from their 700-MHz spectrum.

Riverside County will receive 800 MHz replacement frequencies for WNF372, their single 1-120 license, as designated by the TA in the future. This call sign will be subject to an amendment to this Agreement when replacement channels can be designated by the TA.

Riverside County does not have any frequencies in the 860.0000 MHz to 866.0000 MHz spectrum.

**SCHEDULE C**

**800 MHZ RECONFIGURATION**

**COST ESTIMATE - CERTIFIED REQUEST**

**Request for Reconfiguration Funding**

**Incumbent's Name:** Riverside, County of, CA

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Nextel to fund the estimated Reconfiguration Cost 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 \$3,057,805.11 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). With respect to costs to be funded using the General Contingency, the tasks comprising such work require Nextel's prior written approval in accordance with Section 8(b) of this Agreement. Incumbent may elect to have up to 100% of funds for the cost of such work (up to a cumulative total of the \$500,000.00 General Contingency amount) paid within 30 days of Nextel's receipt of the related invoices and associated customary verification documentation from Incumbent. Nextel will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

**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. Nextel will pay each Vendor within 30 days after receipt by 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:** Riverside County operates an M/A-COM EDACS, 89 site system, on the Effective Date. The PSEC System is currently in the implementation phase and that will replace the Incumbent's existing system. The Incumbent originally anticipated operation of the PSEC System as an 800 MHz system (with the Alternative System planned to replace the existing 800 MHz system) that would be operational in 2010. This Cost Estimate includes the Ordinary Reconfiguration of the Education Channel and national mutual aid channels that Incumbent operates, and the 700 MHz Conversion Cost for the PSEC System and interleaved conventional 800 MHz channels referenced in recital E of the Agreement.

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

	<b>Total In System</b>	<b>Total Included in FRA</b>
Base station frequencies	669	669
- Voice channels	0	0
- Home/Control channels	67	67
Repeater sites	47	47
Other sites (remote recv, BDA)	0	0
Subscriber units retuned	0	0

Subscriber units reprogrammed	3329	3329
Subscriber units replaced	2281	2281
Subscriber units rebanded total	5610	5610
Entities operating on the system	0	0

In lieu of providing replacement subscriber units, Nextel will provide the amounts listed in Schedule C below, which at the request of Incumbent may be in the form of a credit for the benefit of Motorola, the supplier of the replacement subscribers. Incumbent plans on deploying all new P25-capable, 700 MHz units and then, later, collecting all replaced units that had been used previously. No unit touches will require reimbursement, other than in the event of a need to change frequencies as a consequence of delay in the outcome of ongoing U.S-Mexico spectrum allocation negotiations that prevents Incumbent from programming into the units the replacement mutual aid frequencies at the time the units are first installed. In that instance, Nextel will reimburse Incumbent for the re-programming of the new subscriber units.

If Incumbent is unable to carry out its plan of handing out replacement units and then, later, collecting replaced units, Incumbent will incorporate the old and new channels for re-banding into its new units. If Incumbent elects to remove old channels out of their units (i.e. pre-re-banding channels), these removals will be done as a part of normal unit maintenance, other than in the event of a need to change frequencies as a consequence of delay in the outcome of ongoing U.S-Mexico spectrum allocation negotiations that prevents Incumbent from programming into the units the replacement mutual aid frequencies at the time the units are first installed. In that instance, Nextel will reimburse Incumbent for the re-programming of the new subscriber units. Nextel will provide the expected replacement frequencies to Riverside County. A second, Nextel-reimbursed unit touch will only be necessary if the replacements frequencies are changed after the units start being programmed.

Any units that Nextel has replaced will be shipped back to Sprint Nextel as provided under the Agreement. The non-P25-trunking-capable units that are replaced will not be given to any other entity and will not be re-banded. With the exception of the approximately 200 Education Channel units referred to below, the parties acknowledge that there are no other units to consider.

**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			
Reconfigure Infrastructure Equipment			
System Acceptance			

**3. Implementation Plan:** See Motorola SOW

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)
<p><b>I. Subscriber Equipment Reconfiguration</b>                      Education Conventional:</p> <ul style="list-style-type: none"> <li>• Connect Wireless - GTX 800 BASE (6 @ \$50.00 /unit = \$300.00)</li> <li>• Connect Wireless - MTX850 LS PORTABLE (1 @ \$50.00 /unit = \$50.00)</li> <li>• Connect Wireless - RPROGRAM BUS RADIOS TO NEW FREQUENCY - TK980 (113 @ \$50.00 /unit = \$5,650.00)</li> <li>• Cost of replacement subscriber equipment for P25 capable but not 700MHz capable units (2281) (\$5,591,093.40)</li> </ul>	(Incumbent) Riverside County	\$5,597,093.40
<p><b>II. Infrastructure Equipment Reconfiguration</b>  <b>a. Infrastructure Equipment Reconfiguration Services</b>                      ITAC Conventional:</p> <ul style="list-style-type: none"> <li>• SW Jail, French Valley (1 @ \$564.79 /unit = \$564.79)</li> <li>• Blythe Jail, Blythe (1 @ \$391.01 /unit = \$391.01)</li> <li>• RPDC, Riverside (1 @ \$434.45 /unit = \$434.45)</li> <li>• SFC, Banning (1 @ \$564.79 /unit = \$564.79)</li> <li>• Indio Jail, Indio (1 @ \$304.12 /unit = \$304.12)</li> <li>• SW Court, French Valley (1 @ \$564.79 /unit = \$564.79)</li> <li>• Indio Court, Indio (1 @ \$304.12 /unit = \$304.12)</li> <li>• FireMARS, BoxSprings Riverside (1 @ \$391.01 /unit = \$391.01)</li> <li>• Norco Conv, Pleasant Peak (1 @ \$564.79 /unit = \$564.79)</li> <li>• Jurupa Conv, Jurupa Station (1 @ \$477.90 /unit = \$477.90)</li> <li>• Box Springs (1 @ \$1,045.12 /unit = \$1,045.12)</li> <li>• Elsinore Peak (1 @ \$1,088.58 /unit = \$1,088.58)</li> <li>• Mt David (1 @ \$1,088.58 /unit = \$1,088.58)</li> <li>• Santa Rose Peak (1 @ \$1,515.02 /unit = \$1,515.02)</li> <li>• Chuckawalla (1 @ \$1,349.25 /unit = \$1,349.25)</li> <li>• Cactus City (1 @ \$1,001.69 /unit =</li> </ul>	(Incumbent) Riverside County	\$15,853.39



<ul style="list-style-type: none"> <li>\$1,001.69)</li> <li>• Whitewater (1 @ \$1,088.58 /unit = \$1,088.58)</li> <li>• Big Maria (1 @ \$914.80 /unit = \$914.80) Indio Hills (1units)</li> <li>• EEPROM shipping (1 @ \$500.00 /unit = \$500.00)</li> <li>• Connect Wireless - REPROGRAM REPEATER AT SANTIAGO and Snow Peak (Ed Conv) (2 @ \$100.00 /unit = \$200.00)</li> <li>• Connect Wireless - TRAVEL TO MOUNTAIN TOP REPEATER SITES (Ed Conv) (2 units @ 4.00 hrs each @ \$125.00 /hr = \$1,000.00)</li> <li>• Connect Wireless - OPTIMIZATION/TESTING OF SYSTEM (Ed Conv) (10hrs @ \$50.00 /hr = \$500.00)</li> </ul>		
<p><b>b. Infrastructure Equipment Reconfiguration Equipment/Software:</b></p> <ul style="list-style-type: none"> <li>• RF Site Combiner (98 @ \$1,520.00 /Each)</li> <li>• Control Station Combiners (-3 @ \$9,029.60 /Each)</li> <li>• Control Station Combiner Duplexers (3 @ \$1,813.60 /Each)</li> <li>• Data Modem Duplexers for Fire Stations (-103 @ \$3.20 /Each)</li> <li>• Data Modem Duplexers for Vehicles (-995 @ \$3.20 /Each)</li> <li>• Control Station Antennas (-80 @ \$88.00 /Each)</li> <li>• Data Antennas for Fire Stations (-101 @ \$88.00 /Each)</li> <li>• Voice RF Site Antennas (170 @ \$1,929.75 /Each)</li> <li>• Data RF Site Antennas (54 @ \$494.34 /Each)</li> <li>• Tax 8.75% (1 @ \$40,479.41 /Each)</li> </ul>	<p>(Vendor) Motorola</p>	<p>\$503,101.28</p>
<p><b>III. Engineering and Verification</b> Engineering/Implementation Planning</p> <ul style="list-style-type: none"> <li>• Intermod &amp; Interference Plan &amp; Input documents. Must be redone (89 sites) (140 hrs to date and 20 hrs estimated to complete) (160hrs @ \$190.00 /hr = \$30,400.00)</li> <li>• Expenses (1 @ \$750.00 /unit = \$750.00)</li> </ul> <p>Engineering/Implementation Planning</p> <ul style="list-style-type: none"> <li>• Frequency Reuse Plan 2008 (228 hrs to date) (228hrs @ \$175.00 /hr = \$39,900.00)</li> <li>• Frequency Reuse Plan 2009 (164 hrs to date and 20 hrs estimated to complete) (184hrs @ \$190.00 /hr = \$34,960.00)</li> <li>• Coverage Analysis (1285 hrs to date and 223</li> </ul>	<p>(Vendor) Motorola</p>	<p>\$566,760.00</p>

<p>hrs estimated to complete) (1508hrs @ \$190.00 /hr = \$286,520.00)</p> <ul style="list-style-type: none"> <li>• Redesign of RF Site Equipment &amp; Antenna Systems (392 hrs estimated to complete) (392hrs @ \$190.00 /hr = \$74,480.00)</li> <li>• Vehicle Antenna System Design (40 hrs to date) (40hrs @ \$190.00 /hr = \$7,600.00)</li> <li>• FCC License Application Engineering for Data (440 hrs estimated to complete) (440hrs @ \$190.00 /hr = \$83,600.00)</li> <li>• FCC License Application Preparation, Monitoring, and Construction Notification (45 hrs estimated to complete) (45hrs @ \$190.00 /hr = \$8,550.00)</li> </ul>		
<p><b>IV. Professional Services</b>  <b>Planning - Project Management</b></p> <ul style="list-style-type: none"> <li>• Fixed Project Support (38 hrs to date and 10 hrs estimated to complete) (48hrs @ \$190.00 /hr = \$9,120.00)</li> <li>• Variable Project Support (38 hrs to date and 42 hrs estimated to complete) (80hrs @ \$190.00 /hr = \$15,200.00)</li> <li>• Negotiations Support (240 hrs estimated to complete) (100hrs @ \$190.00 /hr = \$19,000.00)</li> </ul> <p><b>Rough Order of Magnitude Estimate Planning</b></p> <ul style="list-style-type: none"> <li>• Communications with Riverside County (40 hrs to date and 24 hrs estimated to complete) (64hrs @ \$190.00 /hr = \$12,160.00)</li> <li>• Identify impacted hardware and incremental cost differentials (32 hrs to date and 4 hrs estimated to complete) (36hrs @ \$190.00 /hr = \$6,840.00)</li> <li>• Prepare ROM SOW (60 hrs to date and 20 hrs estimated to complete) (80hrs @ \$190.00 /hr = \$15,200.00)</li> </ul>	<p>(Vendor)                  Motorola</p>	<p>\$77,520.00</p>
<ul style="list-style-type: none"> <li>• Licensing Fees 700 MHz (\$60/frequency/site) (384 @ \$60.00 /unit = \$23,040.00)</li> </ul>	<p>(Incumbent)                  Riverside County</p>	<p>\$23,040.00</p>
<ul style="list-style-type: none"> <li>• Project Planning (RCC) (47hrs @ \$185.00 /hr = \$8,695.00)</li> </ul>	<p>(Incumbent)                  Riverside County</p>	<p>\$8,695.00</p>
<p><b>V Contracts and Legal</b>                  (KATZ Law Office P.C)</p> <ul style="list-style-type: none"> <li>• Other Expenses (\$682.95)                      Actual invoices - General counseling and compliance. (6.0 hrs @ \$625.00 /hr = \$3,750.00)</li> <li>• Actual invoices - FRA documentation, negotiation and related advice. Motorola rebanding contract (RPIA) and Motorola</li> </ul>	<p>(Incumbent)                  Riverside County</p>	<p>\$216,177.20</p>

<p>system purchase contract amendment review, comment, negotiation and advice. General counseling and compliance. No other expenses (5.25hrs @ \$654.00 /hr = \$3,433.50)</p> <ul style="list-style-type: none"> <li>Actual invoices - FRA documentation, negotiation and related advice. Motorola rebanding contract (RPIA) and Motorola system purchase contract amendment review, comment, negotiation and advice. General counseling and. No other expenses (76.75 hrs @ \$683.00 /hr = \$52,420.25)</li> <li>Actual invoices - FRA documentation, negotiation and related advice. Motorola rebanding contract (RPIA) and Motorola system purchase contract amendment review, comment, negotiation and advice. General counseling and compliance. No other expenses (146.75hrs @ \$710 /hr = \$104,192.50)</li> <li>Additional estimated – . Contingency assumes no required regulatory waivers or exemption requests from conventional 800 MHz rebanding reporting and scheduling requirements, no additional work applicable to conventional rebanding of Education Channel, no work for subsequent System Contract or other Motorola contract amendments, no need for reconciliation advice, no mediation or dispute events, and no change notices/orders under FRA or Motorola contracts , with the legal fees for such purposes, if they should arise, to be authorized through related FRA change notices. No other expenses. Pre-FRA execution documentation, negotiation and related advice. Motorola rebanding contract (RPIA) and Motorola system purchase contract amendment review, comment, negotiation and advice. General counseling and compliance (25.0 hours@\$710/hr=\$17,750.00) Post-FRA execution general counseling and compliance (12.0 hrs @ estimated then current rate /hr over 24 months= \$8,856.00)</li> <li>Additional hours for general counseling and compliance (34hrs @ 738/hr = \$25,092.00)</li> </ul>		
<p><b>VI Other Costs</b> Engineering:</p> <ul style="list-style-type: none"> <li>PS Query - Project Preparation-PSEC (388.85hrs @ \$67.31 /hr = \$26,172.33)</li> <li>HRMS DW &amp; RCIT Rate - Project</li> </ul>	<p>(Incumbent) Riverside County</p>	<p>\$224,666.34</p>

<p>Preparation-RCIT expended (1555.755hrs @ \$61.76 /hr = \$96,083.92)</p> <ul style="list-style-type: none"> <li>• RCIT &amp; PSEC - Estimated Project cost (time &amp; Labor) (291.06hrs @ \$159.96/hr = \$46,557.98)</li> <li>• RCIT &amp; PSEC - Support Motorola with the preparation of up to twenty-one FCC Form 601 license application packages to support a two (2) phase (voice and data), ninety-one site, 700 MHz system requirement, including one associated mobile application; assistance with drafting the Riverside County Extended Implementation Schedule; routine monitoring of FCC filings throughout the frequency coordination and/or FCC processes; drafting, filing, and monitoring of up to twenty-one FCC construction notifications (consisting of the first annual notification only for each of twenty-one call signs) following license grants. (217.5429hrs @ \$159.96 /hr = \$34,798.16)</li> <li>• Office of Education - Office of Education rebanding planning (50hrs @ \$159.96 /hr = \$7,998.00) Mexican border FCC requirements for PFD (83hrs @ 157.30/hr = \$13,055.90)</li> </ul>		
<p><b>VII Contingency Costs</b></p> <p>Specified Contingencies:</p> <ul style="list-style-type: none"> <li>• Project Planning 10% of total time (294.2hrs @ \$102.26 /hr = \$30,084.89)</li> </ul> <p>General Contingency</p> <ul style="list-style-type: none"> <li>• \$500,000 for General Contingency. Contingency expenditure requires prior approval by Sprint pursuant to Section 8(b).</li> </ul>	<p>(Incumbent) Riverside County</p>	<p>\$530,084.89</p>
<p>Riverside County</p>	<p>Incumbent</p>	<p>\$6,615,610.22</p>
<p>Motorola</p>	<p>Vendor</p>	<p>\$1,147,381.28</p>
<p>Total Estimated Costs</p>		<p>\$7,762,991.50</p>

Costs to retune the (1) Incumbent's State and National mutual aid channels and (2) Education Channel are only partially included in this Cost Estimate. At a later date, the parties will submit to the TA the necessary Change Notice(s) and/or Amendment(s) for these costs in accordance with the Section 8 of this Agreement. Such costs will increase the Cost Estimate, but not reduce the Specified Contingencies or General Contingency.

**Certification**

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds and equipment requested in this Agreement, to the best of Incumbent's knowledge, do not exceed the minimum necessary cost to provide Incumbent reconfigured existing system facilities comparable to those presently in use in a manner that is reasonable, prudent and timely in light of the overall goals of completing rebanding in as timely and efficient a manner as possible and minimizing the burden on public safety licensees and their ability to continue operations during rebanding. Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs identified on the Schedule C are comparable to costs previously charged by each such vendor to Incumbent.

Signature: Bob Buster  
Print Name: BOB BUSTER  
Title: CHAIRMAN, BOARD OF SUPERVISORS  
Phone Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Date: FEB 15 2011

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By Kecia Harper-Ihem  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis  
NEAL R. KIPNIS DATE 2/15/11

**SCHEDULE D**

Riverside, County of, CA

**1) Reserved**

**2) Replacement Equipment (provided by Nextel)**

Quantity	Manufacturer	Description	Model Number	New/Used
1		Mastr III, transceiver FIREMARS		
4		4 port hybrid combiners	26542	
8		Angle Linear Bandpass filter	CBP8621NR	
10		700 MHz omni antennas (1rx, 1 tx for each site)		
20	Motorola	Repeater 700 MHz, conventional	Repeater 700 MHz, conventional	
		<b>NPSPAC Conventional</b>		
5		4-1 combiners		
5		rx multicoupler		

**3) Replaced Equipment (to be delivered to Nextel prior to Closing)**

Quantity	Manufacturer	Description	Model Number
1	M/A Com	Mastr II transceiver	Mastr II
4		4 port hybrid combiners	Hybrid Combiner
8		Angle Linear Bandpass filter	Filter
20		800 MHz Repeaters	Repeater
5		4-1 combiner	Combiner
5		rx multicoupler	Multicoupler
1213	M/A Com	<b>P7100</b>	HT7170T81X
1213	M/A Com	Feature,ProRoam(ProScan/PrioritySysScan)	HTED
1213	M/A Com	Feature,ExtNet=800SysGrp,ProRoam,ProFile	HTEN
2426	M/A Com	Battery,Nimh,Extra Hi Capacity,DR	HTPA9P
1213	M/A Com	Charger,Single,Tri-Chemistry	HTCH9E
1213	M/A Com	Antenna,800MHz,Whip<IS>	HTNC1K
1213	M/A Com	Microphone,Lapel<IS>	HTAE7A
1213	M/A Com	Case,Nylon,w Belt Loop/Swivel,Black<IS>	HTHC7R
964	M/A Com	<b>7100M</b>	MAHG-S8MXX
964	M/A Com	Feature,EDACS Data	MAHG-PL3X
964	M/A Com	Feature Set,EDACS Radio	MAHG-ED
964	M/A Com	Feature,ExtNet=800SysGrp,ProRoam,ProFile	MAHG-EN
964	M/A Com	Control Unit,System,Remote Mount	MAHG-CP7X
964	M/A Com	Microphone,Standard	MAHG-MC7T
964	M/A Com	Kit,Accessory,Remote Mount,50W TX & Less	MAHG-ZN5X
3	M/A Com	<b>7100M DESKTOP</b>	DSDX09
3	M/A Com	CABLE,STATION TO ANTENNA	DSCE3G
3	M/A Com	Mobile,M7100-IP,806-870MHz,35W	MAHG-S8MXX
3	M/A Com	Feature Set,EDACS Radio	MAHG-ED
3	M/A Com	Feature,ExtNet=800SysGrp,ProRoam,ProFile	MAHG-EN
3	M/A Com	Control Unit,System,Front Mount	MAHG-CP7V

3	M/A Com	Microphone,Desk	MAHG-MC5A
101	M/A Com	<b>P5100</b>	MAHM-S8DXX
101	M/A Com	Feature,ProRoam(ProScan/PrioritySysScan)	MAHM-PL1X
101	M/A Com	Feature,ExtNet=800SysGrp,ProRoam,ProFile	MAHM-PA9P
202	M/A Com	Battery,Nimh,Extra Hi Capacity,DR	MAHM-CH9E
101	M/A Com	Charger,Single,Tri-Chemistry	MAHM-NC1K
101	M/A Com	Antenna,800MHz,Whip<IS>	MAHM-AE7A
101	M/A Com	Microphone,Lapel<IS>	MAHM-HC7N
101	M/A Com	Case,Nylon,w Belt Loop/Swivel,Black<IS>	MAHM-HC7P

4) Reserved

5) Reserved

**\*No equipment will be sent until Incumbent requests it.\***

**SCHEDULE E**

**Product Typical Values**

**(1) Reimbursement Equipment**

The Product Typical Values for Reimbursement Equipment shall be:

<b>Item</b>	<b>Rebanding Product Typical Value</b>
<b><u>Radios</u></b>	
P7170 (including battery and antenna)	\$2,606
P5150 (including battery and antenna)	\$2,286
M7100 (including mic)	\$2,506
M7100 Desktop Station	\$2,582
<b><u>Accessories</u></b>	
Spare Battery	\$104
Charger	\$80
Lapel Microphone	\$70
Nylon Case	\$48
Desktop Microphone	\$135

The Product Typical Values for Reimbursement Equipment are based on values of 700 MHz capable Motorola XTL2500 and XTS2500

**(2) Replacement Equipment**

[Reserved]

**(3) Loaner Equipment**

[Reserved]



**SCHEDULE F**

Additionally, and with the related funding for the updated Cost Estimates contemplated below to be supplemental to the initial Cost Estimate and not to reduce the otherwise available General Contingency and Specified Contingency amounts:

1. Pursuant to this Agreement, Riverside County will retune the State and National mutual aid channels that Riverside County operates, with the Cost Estimate to be updated to reflect related costs in accordance with Section 8 of the Agreement.
2. The contract also fixes, subject to the contingencies and assumptions described in Schedule C, the costs associated with reconfiguration of the PSEC System from 800-MHz to 700-MHz. The Parties, in consultation with and with the encouragement of the FCC and the TA, have determined that the goals of Reconfiguration will be better served if the County abandons its currently licensed 800 MHz frequencies and locates the PSEC System on the 700 MHz band in lieu of reconfiguring for operation on replacement 800 MHz frequencies either the existing system or (on the schedule otherwise established for Mexican border-zone licensees in Southern California) the PSEC System. This Agreement therefore contemplates that as the County decommissions the existing system, the County will relocate its frequency usage for similar operations on the PSEC System to the 700 MHz band. Pursuant to this Agreement, the County will take commercially reasonable action to oblige its vendors to reconfigure the PSEC System and implement it for operation within the 700 MHz frequency band with no obligation of the Incumbent (other than in the case of the Education Channel and the national and state mutual aid channels) to reconfigure pursuant to the Order any of its 800 MHz operations to the 800 MHz frequency band.
3. In connection with changes in antenna models from those originally contemplated, there is a need to determine the impact of differences in the specifications for the changed models. This will impact at least 20 sites, and requires (a) research to identify the antennas that have similar specifications so they will deliver comparable coverage, (b) review of impacted cells and sites with Incumbent, (c) generation of voice and data coverage maps for additional Incumbent review, and (d) analysis of the tower loading impact of any antenna changes in order to identify any reductions in tower wind loading capacity below original design parameters and establish and implement the related modifications required to make those towers compliant with the original design standards. Commercially reasonable efforts will be made to choose a similar antenna to minimize any additional research or changes that must be made. As this situation developed prior to execution of this Agreement but without time to identify costs that will increase the Cost Estimate, the antenna change will be added to the Cost Estimate pursuant to Section 8 by amendment of the Agreement as promptly as possible after the required analysis can be performed.
4. Nextel will replace all P25-capable, but non-700-MHz-capable existing mobile and portable subscriber radio units for operation on the PSEC System. Currently there are 2186 units consisting of M/A-COM model M/P7100 and model M/P 5100 that will be replaced. If Incumbent does not send all replaced units to Nextel, then as stated in Section 20(b), Nextel may choose one of three options: (i) Nextel will deduct the Nextel Equipment Refund from the final payment due to Incumbent after the Reconciliation Date; (ii) Incumbent must pay Nextel the

- Nextel Equipment Refund within thirty (30) days of the Reconciliation Date (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 within thirty (30) days of the Reconciliation Date (if the final payment due Incumbent is less than the Nextel Equipment Refund). In lieu of providing replacement units for all replaced, working, existing units, Nextel will provide the amount as listed in Schedule C, which at the request of Incumbent may be in the form of a credit for the benefit of Motorola, the supplier of the replacement subscribers.
5. In connection with deployment of the PSEC System, Incumbent plans on deploying all new P25-capable, 700 MHz units and later collecting all replaced units that had been used with the existing system. No unit touches will require reimbursement, other than in the event of a need to change frequencies as a consequence of delay in the outcome of ongoing U.S-Mexico spectrum allocation negotiations that prevents Incumbent from programming into the units the replacement mutual aid frequencies at the time the units are first installed. In that instance, Nextel will reimburse Incumbent for the re-programming of the new subscriber units. Any units that Nextel has replaced will be shipped back to Sprint Nextel as provided under the Agreement. The non-P25-trunking-capable units that are replaced will not be given to any other entity and will not be re-banded. With the exception of the approximately 200 Education Channel units referred to below, the parties acknowledge that there are no other units to consider. All units will either be replaced as part of the PSEC System implementation or they will be a part of the 2186 P25-trunking-capable units that Nextel will be replacing.
  6. If Incumbent is unable to carry out its plan of handing out replacement units and later collecting replaced units, Incumbent will incorporate the old and new channels for rebanding into its new units. If Incumbent elects to remove old channels out of their units (i.e. pre-rebanding channels), these removals will be done as a part of normal unit maintenance, other than in the event of a need to change frequencies as a consequence of delay in the outcome of ongoing U.S-Mexico spectrum allocation negotiations that prevents Incumbent from programming into the units the replacement mutual aid frequencies at the time the units are first installed. In that instance, Nextel will reimburse Incumbent for the re-programming of the new subscriber units. Nextel will provide the expected replacement frequencies to Riverside County. A second, Nextel-reimbursed unit touch will only be necessary if the replacements frequencies are changed after the units start being programmed.
  7. For the NPSPAC conventional channels, Nextel will fund replacement of all non-700 MHz capable equipment. No coaxial cable will be replaced. The expected equipment is described in Schedule D. The exact quantities and models will be described at a later date, with the Cost Estimate to be updated to reflect related costs in accordance with Section 8 of the Agreement.
  8. The Agreement also describes the parameters of moving Incumbent's Education Channel from one conventional 800 MHz frequency to a new 800 MHz. frequency (at two sites). Costs for this reconfiguration, including for subscribers and infrastructure, will be updated in the Cost Estimate once the 800 MHz Replacement Frequencies are assigned. The two-site Education Channel system and the approximately 200 subscriber units associated with it will be retuned to the 800 MHz frequencies designated by the Transition Administrator, with the Cost Estimate to be updated to reflect related costs in accordance with Section 8 of the Agreement.
  9. Thirty (30) days before the subscriber unit 800 MHz frequencies need to be locked in for template creation; Incumbent will notify Nextel of the need to confirm the rebanding 800 MHz

Replacement Frequencies. Twenty-one (21) days later, Nextel will confirm to Incumbent the 800 MHz Replacement Frequencies.

10. If BDAs are required to provide in-building coverage at one of 52 buildings the PSEC System is required to cover, Nextel will fund the cost of the additional filters enabling BDAs to operate at 700 MHz. The cost of the filters as of the effective date of the Agreement is listed in the table below. If Nextel is able to negotiate lower pricing for the filters prior to Incumbent's need to order them consistent with the schedule for PSEC System implementation, it may do so; provided, however, that such lower cost or alternative sourcing of the filters may not adversely affect the County's rights under warranties otherwise applicable to the filters, the BDAs or the PSEC System.

Andrew	Provide dual frequency operation to single zone coaxial based Distributed Amplifier System (DAS)	\$ 24,000.00
Andrew	Provide dual frequency operation to a 2 zone fiber based Distributed Amplifier System (DAS)	\$ 28,000.00
Andrew	Add dual frequency operation per zone for each zone exceeding 2	\$ 8,000.00

ATTACHMENT 1

**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)**

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis 2/10/11  
NEAL R. KIPNIS DATE

**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:

*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:

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS  2/9/11  
DATE

FRN (FCC Registration Number): \_\_\_\_\_

Contact Name: \_\_\_\_\_

ULS PASSWORD: \_\_\_\_\_

Organization: \_\_\_\_\_

Contact Representative for any FCC related issues:

Address: \_\_\_\_\_

Name: \_\_\_\_\_

City: \_\_\_\_\_

Phone Number: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Incumbent Signature: Bob Buster

Print Name: BOB BUSTER

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: FEB 15 2011

ATTEST:

KECIA HARPER-IHEM, Clerk

By [Signature]  
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE 2/15/11

**Exhibit B(1)**

**Reconciliation Documentation**

Certification of Labor

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

Incumbent Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit B(2)**  
**Reconciliation Documentation**

**Time Sheet  
 Documentation**

DEAL ID:

DEAL NAME:

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

**Certification**

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

Incumbent Name: \_\_\_\_\_

\* Please note: Specific date when work was completed must be provided. Date ranges are not accepted.

Related Invoice #'s: \_\_\_\_\_

\*\* Please note: 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.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

\*\*\* Please note: 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.

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit B(3)**  
**Reconciliation Documentation**

**Per Unit Summary Documentation**

DEAL ID:

DEAL NAME:

<b>*Schedule C Category of Work</b>	<b>Description of Work Performed (ties back to Schedule C)</b>	<b>** Quantified Units</b>	<b>***Rate (per Unit)</b>	<b>Total Cost</b>

**Certification**

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

Incumbent Name: \_\_\_\_\_

\* Please note: 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.

Related Invoice #'s: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

\*\*\* Please note: 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.

Title: \_\_\_\_\_

Date: \_\_\_\_\_