

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

JAMES F. NOTTER
INTERIM SUPERINTENDENT OF SCHOOLS

Telephone: (754) 321-2600

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June 15, 2007

TO: School Board Members

FROM: Donnie Carter
Deputy Superintendent of Operations

VIA: James F. Notter, Jr.
Interim Superintendent of Schools

SUBJECT: **ADDITIONAL INFORMATION FOR E-5, NEXTEL PLANNING
FUNDING AGREEMENT AND E-6, MOTOROLA SERVICES
AGREEMENT, FOR THE JUNE 19, 2007 REGULAR SCHOOL BOARD
MEETING**

Attached is additional information regarding E-5, Nextel Planning Funding Agreement and E-6, Motorola Services Agreement, for the June 19, 2007, Regular School Board Meeting.

General Counsel received the signed agreement from Motorola, however, the Nextel agreement has not been delivered to date. The Board package contains the signed Motorola agreement and the unsigned Nextel agreement. Should the Nextel agreement be delivered by Monday, June 18, 2007, the unsigned copy will be removed and replaced with the approved Nextel contract. If the document is not received by Monday, General Counsel will recommend that both items be deferred until the next scheduled Board meeting.

JFN/DC/RNW:dg

**AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

REVISED

Meeting Date <div style="border: 1px solid black; padding: 2px; text-align: center;">06/19/07</div>	Open Agenda <div style="display: flex; justify-content: space-around;"><input type="checkbox"/> Yes<input checked="" type="checkbox"/> No</div>	Time Certain Request <div style="display: flex; justify-content: space-around;"><input type="checkbox"/> Yes<input checked="" type="checkbox"/> No</div>
		Agenda Item Number <div style="border: 1px solid black; padding: 2px; text-align: center;">E-5</div>

TITLE:	Nextel Planning Funding Agreement								
REQUESTED ACTION:	Approve the Nextel Planning Funding Agreement.								
SUMMARY EXPLANATION AND BACKGROUND:	<p>This Agreement is a result of an Federal Communications Commission (FCC) order that requires Nextel to pay for any expenses incurred by The School Board of Broward County, FL that result from a nationwide radio frequency reconfiguration initiative. Nextel was the recipient of an FCC award that consolidated and expanded their radio frequency spectrum. SBBC has licensed frequencies within the spectrum awarded to Nextel. As a part of its award, Nextel has agreed to pay for any reconfiguration costs for licensees whose spectrum has been impacted by this action. This Agreement is to define the parties' respective obligations regarding the planning required for system configuration, including, without limitation, Nextel's obligation to pay for reasonable costs incurred in effecting the reconfiguration. The purpose of this Agreement is to establish Nextel's responsibility to pay for a planning and assessment phase in which the total cost of reconfiguring systems and replacing any equipment will be determined.</p> <p>Note: Companion Item to be considered with E-6. This agreement has been approved as to form by the School Board Attorney.</p>								
SCHOOL BOARD GOALS:	<div style="margin-left: 20px;"><input type="checkbox"/> •Goal One: All students will achieve at their highest potential. <input type="checkbox"/> •Goal Two: All schools will have equitable resources. <input type="checkbox"/> •Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement. <input checked="" type="checkbox"/> •Goal Four: All stakeholders will work together to build a better school system.</div>								
FINANCIAL IMPACT:	There is no financial impact to the District.								
EXHIBITS: (List)	<div style="margin-left: 20px;">1. Executive Summary 2. Nextel Funding Agreement</div>								
BOARD ACTION:	<table style="width: 100%;"><tr><td colspan="2" style="text-align: center;">SOURCE OF ADDITIONAL INFORMATION:</td></tr><tr><td style="width: 60%;">Angela Coluzzi</td><td style="width: 40%; text-align: right;">754-321-0447</td></tr><tr><td>Donnie Carter</td><td style="text-align: right;">754-321-2610</td></tr><tr><td style="font-size: small;">(For Official School Board Records' Office Only)</td><td style="font-size: small;">Name Phone</td></tr></table>	SOURCE OF ADDITIONAL INFORMATION:		Angela Coluzzi	754-321-0447	Donnie Carter	754-321-2610	(For Official School Board Records' Office Only)	Name Phone
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Angela Coluzzi	754-321-0447								
Donnie Carter	754-321-2610								
(For Official School Board Records' Office Only)	Name Phone								

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Donnie Carter, Deputy Superintendent, Operations

Approved in Open Board Meeting
on:

JUN 19 2007

By: _____ School Board Chair

Executive Summary of SBBC/Nextel Planning Funding Agreement

- On August 6, 2004, the Federal communications commission (“FCC”) issued a report and order to reconfigure the frequency allocations in the 800 MHz band (“Reconfiguration”), including frequency allocations on which Incumbent and Nextel are currently authorized to operate (respectively, the “Incumbent Frequencies” and “Replacement Frequencies”). 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 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, are collectively referred to as the “Order”.
- Pursuant to the Order, Nextel and Incumbent intend to enter into an 800 MHz Frequency Reconfiguration Agreement (“Reconfiguration Agreement”) that will define the Parties’ respective obligations regarding the Reconfiguration, including without limitation Nextel’s obligation to pay for reasonable costs incurred in effecting the Reconfiguration.
- In accordance with the work described in the Statement of Work attached to this Agreement as Schedule B, Nextel will pay the cost of the planning activities identified on Schedule C attached hereto (“Planning Cost”) in an amount not to exceed the Planning cost estimate set forth on Schedule C (“Planning Cost Estimate”).
- Subscriber device inventories must be examined to determine reconfiguration requirements. Inventories are required and SBBC, Motorola, and Mobile Communications, Inc. will inventory subscribers to elicit necessary information. Subscriber inventory will be submitted in a format that Motorola can use to provide the Retune/Reprogram/Replacement determination as described in the Engineering and Implementation Planning. A final inventory document will be provided FRA negotiations. Inventory accuracy will be 95% or better as required by the Transition Administrator.
- 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 vendor or service provider identified on Schedule C (“Planning Vendor”).
- This PFA pertains to The School Board of Broward County subscriber units only since the infrastructure is planned to be reconfigured by in conjunction with the county commissioners PFA with Sprint Nextel. There are an estimated 1575 radios that require inventory and reconfiguration.

**PLANNING FUNDING AGREEMENT
[800 MHZ RECONFIGURATION]**

This PLANNING FUNDING AGREEMENT ("Agreement") is made this ____ day of ____, 2007, by and between The School Board of Broward County, Florida ("Incumbent"), having an address of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, and Nextel Operations, Inc., a wholly owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation ("Nextel") having an address of 2001 Edmund Halley Drive, Reston, VA 20191. Nextel and Incumbent may be referred to collectively in this Agreement as the "Parties."

RECITALS:

A. On August 6, 2004, the Federal Communications Commission ("FCC") issued a report and order to reconfigure the frequency allocations in the 800 MHz band ("Reconfiguration"), including frequency allocations on which Incumbent and Nextel are currently authorized to operate (respectively, the "Incumbent Frequencies" and "Replacement Frequencies").

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 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, are collectively referred to as the "Order."

C. Pursuant to the Order, Nextel and Incumbent intend to enter into an 800 MHz Frequency Reconfiguration Agreement ("Reconfiguration Agreement") that will define the Parties' respective obligations regarding the Reconfiguration, including without limitation Nextel's obligation to pay for reasonable costs incurred in effecting the Reconfiguration.

AGREEMENT:

1. **Planning Cost.** In order to facilitate negotiation of the Reconfiguration Agreement involving the license(s) for the Incumbent Frequencies granted by the FCC as identified in Schedule A (the "Incumbent Licenses") and in accordance with the work described in the Statement of Work attached to this Agreement as Schedule B, Nextel will pay the cost of the planning activities identified on Schedule C attached hereto ("Planning Cost") in an amount not to exceed the Planning Cost estimate set forth on Schedule C ("Planning Cost Estimate"). All Planning Costs incurred for internal labor must be consistent with the Transition Administrator Incumbent Labor Rate Reimbursement Policy as set forth at www.800TA.org. The planning activities and deliverables identified in Schedule B will commence upon execution by both Parties of this Agreement ("Agreement Execution") and will be completed no later than seven (7) months following Agreement Execution. This Agreement only involves the Reconfiguration of the licenses identified on Schedule A and does not address the main infrastructure associated with those licenses. The main infrastructure associated with said licenses is shared and will be reconfigured under a separate agreement by and between Nextel and the Broward County Board of Commissioners.
2. **Payment Terms.** 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 vendor or service provider identified on Schedule C ("Planning Vendor").

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3. **Confidentiality.** The terms of this Agreement and any proprietary, non-public information regarding the Incumbent Frequencies, Replacement Frequencies, Nextel's business and Incumbent's business must be kept confidential by the Parties and their employees, shareholders, agents, attorneys and accountants (collectively, "Agents"), which confidentiality will survive final payment or termination of this Agreement for a period of two (2) years. The Parties may make disclosures as required by law and to the Transition Administrator and to a Planning Vendor [but only to the extent that such disclosure specifically relates to that Planning Vendor's work and costs under this Agreement (as identified on Schedule C)] as required to perform obligations under this Agreement, provided, however, that each Party will cause all of its Agents to honor the provisions of this Section. Nextel, Incumbent and their respective Agents may make disclosures regarding the terms of this Agreement to other public safety licensees and their Agents. Each party involved in such disclosures shall cause all of its Agents to confine the disclosure of the terms of this Agreement to only public safety licensees and will advise the party to whom the disclosure was made, to limit further disclosure to only public safety licensees in accordance with the FCC Order, WT Docket No. 02-55, adopted January 8, 2007.
4. **Review Rights.** In order to enable the Transition Administrator to comply with its audit obligations under the Order, Incumbent agrees to maintain records and other supporting evidence related to the costs that Incumbent has expended in connection with planning activities related to the Reconfiguration and that Nextel has paid or will pay to Incumbent pursuant to this Agreement. Incumbent agrees to maintain such records and make them reasonably available to the Transition Administrator for review or reproduction until twenty-four (24) months after Closing, as defined in Section 7, or for a longer period if Incumbent, for its own purposes, retains such records for a longer period of time. As used in this provision, "records" includes books, documents, accounting procedures and practices and other data regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form.
5. **Changes.** If either Party believes that a change to the planning activities contemplated by the Planning Cost Estimate is required (including changes by Planning Vendors), such Party will promptly notify the other Party in writing. Such written notice (the "Planning Funding Change Notice") shall set forth (i) a description of the scope of the change believed to be necessary and (ii) an estimate of any increase or decrease in the Planning Cost Estimate and in the time required to finish planning for the reconfiguration of Incumbent's existing facilities. A Party receiving a Planning Funding Change Notice shall immediately perform its own analysis of the need for and scope of the change and its impact on the Planning Cost Estimate and schedule and negotiate the change in good faith with the other Party. After the Parties have agreed upon a change to this Agreement, they shall prepare a proposed amendment to this Agreement pursuant to Section 13 and submit to the Transition Administrator a copy of the proposed amendment together with a written request for its approval. Such request shall be accompanied by reasonable documentation supporting the need for and scope of the change and any proposed increase or decrease in the Planning Cost Estimate and in the time required to finish planning for the reconfiguration of Incumbent's existing facilities. Incumbent is responsible for all changes necessary as it relates to work performed by a Planning Vendor on behalf of Incumbent. No change to the Planning Cost Estimate, the planning activities contemplated by the Planning Cost Estimate or the time required to finish planning for the Reconfiguration of Incumbent's existing facilities shall become effective until the Transition Administrator has approved the change in writing and both Parties have signed an amendment incorporating such approved change into this Agreement pursuant to Section 13.
6. **Disputes.** The Parties agree that any dispute related to Nextel's obligation to pay the cost of any planning activities related to the Reconfiguration of Incumbent's system contemplated by this Agreement, which 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.
7. **Closing.** The closing ("Closing") of the transactions contemplated by this Agreement will take place after delivery by Incumbent to Nextel of: (i) all receipts, invoices and other documentation

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required to substantiate the actual costs of the planning activities contemplated by the Planning Cost Estimate ("Actual Planning Costs"), and certification that any Actual Planning Costs incurred for internal labor are consistent with the Transition Administrator policy on Incumbent Labor Rate reimbursement as identified at www.800TA.org; and (ii) a copy of all deliverables required to be delivered pursuant to the Statement of Work. Prior to Closing, Incumbent will submit to Nextel documentation (including without limitation invoices, receipts, and timesheets or equivalent documentation) demonstrating the Actual Planning Costs. Upon receipt by Nextel of documentation of the Actual Planning Costs, Nextel and Incumbent will reconcile the Actual Planning Costs against the payments made by Nextel to Incumbent pursuant to this Agreement and the Parties will agree upon the amount of any additional payments due to Incumbent or any refunds due to Nextel.

8. **Reconciliation.** The effective date of agreement on reconciliation of the Actual Planning Costs and signing of the Closing documents by both Parties is considered the "Planning Funding Reconciliation Date." Any additional payments due to Incumbent from Nextel will be disbursed to Incumbent within thirty (30) days of the Planning Funding Reconciliation Date, provided the additional payments do not result from Actual Planning Costs that exceed the Planning Cost Estimate. Any refunds due to Nextel from Incumbent will be made within thirty (30) days of the Planning Funding Reconciliation Date. In the event Incumbent's Actual Planning Costs exceed the Planning Cost Estimate, Incumbent must submit a Planning Funding Change Notice pursuant to Section 5 of this Agreement describing the change in scope of work that resulted in Incumbent's Actual Planning Costs exceeding the Planning Cost Estimate. Approval of any Planning Funding Change Notice will not be automatic but will be processed in accordance with Section 5 of this Agreement. Additional payments due to Incumbent, which result from an excess of Actual Planning Costs over the Planning Cost Estimate, as agreed on the Planning Funding Reconciliation Date, will be disbursed to Incumbent within thirty (30) days of the Transition Administrator's approval of a Planning Funding Change Notice and execution by both Parties of an amendment incorporating such approved change into this Agreement pursuant to paragraph 13.
9. **Vendor Performance Issues:** Incumbent will select and contract directly with any vendor or service provider performing the planning activities. Neither the Transition Administrator nor Nextel will be responsible for, or assume the risk of any failure of that Planning Vendor to perform its obligations under any contract entered into between Incumbent and such Planning Vendor in connection with this Agreement.
10. **Termination.** This Agreement may be terminated and the transactions contemplated by this Agreement abandoned: (i) by mutual consent of the Parties provided in writing; (ii) for cause by either Party upon material breach of the other Party, following a thirty (30) day period for cure by the breaching Party following written notice of the breach 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 sole discretion, to be adverse to its interests. In the event of termination due to an Adverse Decision, Nextel will pay Incumbent for all costs incurred up to the date of termination.
11. **Notices:** All notices and other communications under this Agreement must be in writing and will be deemed given (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices are to be delivered to the Parties at the following addresses:

If to Incumbent, to:	If to Nextel, to:
Superintendent of Schools	Nextel Operations, Inc.

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<p>The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, FL 33301</p> <p>With a copy that shall not constitute Notice:</p> <p>School Board of Broward County 7720 Oakland Park Avenue Sunrise, FL 33351 Attn: Lowrie Simon Phone: (754) 321-0371 Fax: (754) 321-0095 E-mail: lowrie.simon@browardschools.com</p>	<p>c/o Sprint Nextel Corporation 2000 Edmund Halley Drive Reston, VA 20191 Attn: Heather P. Brown, Esq. Phone: (703) 433-4000 Fax: (703) 433-4483</p> <p>With a copy that shall not constitute Notice:</p> <p>Sprint Nextel Corporation 6575 The Corners Parkway Norcross, GA 30092 Attn: William M. Jenkins, VP Spectrum Resources Phone: (770) 326-7484 Fax: (678) 405-8252</p>
	<p>And a copy that shall not constitute Notice to:</p> <p>Sprint Nextel Corporation Attn: Rob Easton, Director, Spectrum Development 114 Coronation Circle Bountiful, UT 84010 Fax: (801) 296-6556 Phone: (801) 294-4810</p>

12. **Assignment:** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Either Party may assign this Agreement to any direct or indirect subsidiary or affiliate of the Party, upon delivery of written notice to the other Party.
13. **Amendments:** This Agreement, including without limitation the scope of the planning activities contemplated hereby and the Planning Cost Estimate thereof to be paid by Nextel, may be amended or modified only by a written instrument signed by authorized representatives of both Parties, provided, however, no amendment or modification to this Agreement shall become effective until approved by the Transition Administrator.
14. **Benefits:** This Agreement is for the benefit of the Parties and their successors and permitted assigns, and nothing in this Agreement gives or should be construed to give any legal or equitable rights under this Agreement to any person or entity, other than (i) the successors and assigns of the Parties, and (ii) the Transition Administrator as specifically provided for in Sections 3, 4, 5, 8, 9 and 13.
15. **Miscellaneous:** If any provision(s) of this Agreement is held in whole or part, to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, then such provision(s) will be deemed severable from the remainder of this Agreement, will in no way affect, impair or invalidate any other provision contained in the Agreement and the Parties will use their commercially reasonable efforts to amend this Agreement to make the unlawful provision compliant with applicable law so as to preserve the rights and obligations of the Parties. No action taken

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pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement, together with the Schedules, constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. This Agreement is governed by the laws of the state of Florida without regard to conflicts of law principles thereof. Each Party agrees to be responsible for its acts of negligence and its agents' acts of negligence when acting within the scope of this Agreement and agrees to be liable for any damages resulting from said negligence. Nothing contained in this Agreement is intended to nor shall it be construed to waive Incumbent's rights and immunities under Florida Statute 768.28. The Parties agree to comply with all applicable state, Federal and local laws in the performance of this Agreement. 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

NEXTEL:
Nextel Operations, Inc.

INCUMBENT:
The School Board of Broward County, Florida

By: _____

By _____
Beverly A. Gallagher, Chair

Name:

Title: _____

Approved as to Form:

School Board Attorney

ATTEST:

James F. Notter,
Interim Superintendent of Schools

SCHEDULE A

INCUMBENT LICENSE(S) INVOLVED IN PLANNING ACTIVITIES

WQBC531*	WQBC532*		

* This agreement is for the rebanding planning subscriber units only. The main infrastructure is shared and to be planned and reconfigured under the agreement with the Broward County Board of Commissioners. Broward County has provided a LOA to allow this method of planning and reconfiguration.

SCHEDULE B

STATEMENT OF WORK

System Description

Narrative System Description:

The School Board of Broward County, Florida (SBBC) is licensee for Call Signs WQBC531 & WQBC532.

The frequencies are distributed among the wide coverage area Motorola multi-site (28-channel) public safety trunking system covering the geography of Broward County Florida and shared via local agreements among three licensees (Broward County Government, SBBC, and City of Hollywood, Florida) local government entities and other dispatch supported users. The system is managed and primarily operated by the Broward Sheriffs Office. This PFA pertains to The School Board of Broward County subscriber units only since the infrastructure is planned to be reconfigured by in conjunction with the County Commissioners PFA with Sprint Nextel. There are an estimated 2575 radios that require inventory and reconfiguration.

Table System Description:

<u>System Description</u>	
Number of <u>mobile</u> units used for day-to-day communications covered by this RFPF (used to calculate per unit cost); include control stations and SCADA units	2075
Number of <u>portable</u> units used for day-to-day communications covered by this RFPF	500
Number of channels covered by this RFPF (exclude channels not to be reconfigured)	0 (Covered in PFA for Broward County Commissioners)
Number of sites to be inventoried under this RFPF	0 (Covered in PFA for Broward County Commissioners)
Number of entities using the 800 MHz system being reconfigured	1

Objectives and Scope

SBBC needs to estimate the cost of re-configuration by planning exactly how it will accomplish changing its 800 MHz operating frequencies with minimal interruption (if any) to school services communications. The licensee intends to accomplish the planning stage with the services of Motorola and Mobile Communications, Inc. The result of this reconfiguration planning stage will be a plan for implementation of subscriber units. The planning results will be used to obtain costs for re-configuration implementation and to enter into an agreement with Sprint Nextel to pay for these costs.

Tasks to be performed

The planning effort is expected to be accomplished within 8 months from contract execution, and will include the following activities:

- Conduct meetings with school officials
- Conduct a user impact study
- Develop engineering plans
- Develop cutover plans
- Forecast staff involvement*
- Forecast contractor involvement*
- Develop project management plans
- Write the rebanding Method of Procedure
- Prepare documentation for FRA negotiation

*In the event that background screening (as may be required by the laws of the State of Florida) is required for Motorola and/or its sub-contractors in connection with this PFA, the cost of any such background screening shall be paid by Nextel. At the time of PFA execution, the applicability of the screening requirement to contractors involved in rebanding planning and any related costs are unknown. As such, screening costs which may arise in the future shall be addressed through the Change Order Process if and when necessary.

<i>Timeline for Completion of Planning Activities</i>	
<i>Start Date</i>	<i>End Date</i>
Agreement Execution	No later than 7 months from Agreement Execution

Legal

SBBC requires council legal assistance to negotiate a PFA with Sprint Nextel.

SBBC will retain legal advice and review of the contract once presented by Sprint Nextel. Costs are limited to those required for the planning stage only. Frequency Reconfiguration Agreement (FRA) costs will be addressed during reconfiguration negotiations.

Internal Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
Legal							
PFA Contract Review, & Legal Advice.			8	\$250.00	\$2,000.00		SBBC
Total Vendor Cost			8		\$2,000.00		

Frequency Analysis**Combiner and Receiver Multi-coupler Suitability, IM, and Co-Channel Analysis**

This section is not applicable to the SBBC Request for Planning Funding because the frequencies licensed to SBBC are all under the management and control of the Broward Sheriff's Office, and they will be analyzed for rebanding purposes under projects assigned to the BSO by the Board of County Commissioners of Broward County.

Frequency Analysis deliverables include:

Deliverables	Estimated Date of Completion
Inter-modulation & TNRD Study	N/A
Combiner & Multi-coupler Suitability	N/A

System Inventory**Infrastructure Inventory**

Motorola will conduct an inventory of the licensee's infrastructure as part of the Broward County Commissioners PFA. SBBC has provided a LOA to Sprint Nextel acknowledging there intention and method for licensed infrastructure.

Subscriber Inventory

Subscriber device inventories must similarly be examined to determine reconfiguration requirements. Inventories are required and SBBC, Motorola, and Mobile Communications, Inc. will inventory subscribers to elicit necessary information. Subscriber inventory will be submitted in a format that Motorola can use to provide the Retune/Reprogram/Replacement determination as described in the Engineering and Implementation Planning.

A final inventory document will be provided for FRA negotiations. Inventory accuracy will be 95% or better as required by the TA.

Dispatch Management Inventory

SBBC maintains a system for tracking radios via a radio ID system. Motorola will inventory this equipment during the planning phase and evaluate rebanding requirements (if any) during the Dispatch Management Reconfiguration task.

System Inventory deliverables include:

Deliverables	Estimated Date of Completion
Subscriber Inventory Report	7 months from Agreement Execution
Dispatch Mgmt Hardware/Software Inventory Report	7 months from Agreement Execution
Subscriber Assessment Report for Reconfiguration Proposal	7 months from Agreement Execution

Internal Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
System Inventory							
Subscriber Inventory			60	\$45.00	\$2,700.00		SBBC
Total Vendor Cost			60		\$2,700.00		

Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
System Inventory							
Subscriber Inventory			45	\$148.00	\$6,660.00		Motorola
Dispatch Mgmt. Inventory			80	\$75.00	\$6,000.00		Mobile Communications, Inc
			11	\$175.00	\$1,925.00		Motorola
Total Vendor Cost			136		\$14,585.00		

Engineering/Implementation Planning

SBBC will work in conjunction with Motorola to conduct meetings to discuss, plan, and finalize the reconfiguration plan. A plan of action will be developed, identifying the Method of Procedures, timetables, equipment and services costs, and other data needed to negotiate a contract with Sprint Nextel for reconfiguration.

Site Reconfiguration

Motorola will complete the Site Reconfiguration planning as outlined in the PFA for the Broward County Commissioners No additional reconfiguration requirement are needed to reconfigure this infrastructure.

SBBC will assist Motorola if necessary for the final plan.

Retune/Reprogram/Replace Determination

The 800 MHz fixed network equipment (FNE) and subscriber inventory must be audited to determine if upgrades are required to the software, hardware and firmware in order to support the new rebanding software. The assessment includes manufacturer information, software versions, system platform release versions and hardware configuration. Results of the suitability assessment and audit will determine what FNE will be retuned or reprogrammed or replaced and the effort required performing this work.

The evaluation of the network and subscriber inventory will provide a retune, reprogram, upgrade or replace decision for each piece of equipment in the system that is affected by rebanding. Activities include:

- [-] Formatting the licensee's inventory data for assessment
- [-] Engineering analysis of assessment report
- [-] Retune, replace or reprogram determination of subscriber inventory.
- [-] Equipment list generation of required kits, software and or upgrades required by each piece of equipment to be reconfigured.

SBBC's personnel will review the final report provided by Motorola.

Engineering/Implementation Planning deliverables include:

Deliverables	Estimated Date of Completion
Interoperability plan section of reconfiguration proposal	7 months from execution of PFA contract
Suitability assessment report for inclusion in the reconfiguration proposal	7 months from execution of PFA contract

Internal Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Engineering/Implementation Planning							
Interoperability Planning			5	\$45.00	\$225.00		SBBC
Site Reconfiguration Planning			0				
Retune/Reprogram/Replace Determination			4	\$45.00	\$180.00		SBBC
			9		\$405.00		

Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Engineering/Implementation Planning							
Interoperability Planning			5	\$175	\$875.00		Motorola
Site Reconfiguration Planning			0				
Retune/Reprogram/Replace Determination			47	\$175	\$8,225.00		Motorola
Total Vendor Cost			52		\$9,100.00		

Project Management**Planning Support**

The Motorola Project Manager will oversee the project plan for the rebanding effort to ensure a smooth execution of all deliverables and that the requirements of licensee are fully met. The Project Manager will participate in all major activities associated with the reconfiguration planning activities described in this Statement of Work.

The Project Manager will coordinate with SBBC's personnel, Motorola's MSS (Motorola Service Station) and any subcontractor or other third-party organization participating in this work; to keep this effort within the agreed upon schedule. Activities such as project meetings, obtaining and evaluating subcontractor quotes, monitoring subcontractor and project team performance will be performed by the Motorola Project Manager.

Negotiations Support

If required, SBBC and Motorola will negotiate the PFA and provide detail of the rebanding plan and assist with clarifications which may be required from Sprint Nextel or the Transition Administrator.

Project Management deliverables include:

Deliverables	Estimated Date of Completion
Execute Project Plan	7 months from Agreement Execution

Internal Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Project Management							
Planning Support			2	\$45.00	\$90.00		SBBC
Negotiations Support			4	\$45.00	\$180.00		SBBC
Total Vendor Cost			6		\$270.00		

Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Project Management							
Planning Support (Fixed & Variable)			54	\$175.00	\$9,450.00		Motorola
Negotiations Support			18	\$175.00	\$3,150.00		Motorola
Total Vendor Cost			72		\$12,600.00	\$2,336.00	

Other**Dispatch Management Reconfiguration Planning**

During the planning phase Motorola will evaluate the inventoried Dispatch Management System current in operation by SBBC. I full report will be provided for FRA negotiations which will outline any Hardware/Software changes needed when the system is reconfigured.

Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Other							
Dispatch Mgmt. Reconfiguration Planning			14	\$175.00	\$2,450.00		Motorola
Total Vendor Cost			14		\$2,450.00		

DELIVERABLES AND TIMEFRAME:

Milestone / Deliverable	Date	Completed by
Project Start	By Agreement Execution	
Replacement Channel Acceptance Recommendation		7 Months from Agreement Execution
Infrastructure and Subscriber Inventory Report		7 Months from Agreement Execution
Reconfiguration Plan and Costs		7 Months from Agreement Execution
PFA Completion of all tasks		7 Months from Agreement Execution

RESOURCES AND COST ESTIMATECost Summary Table:

Planning Cost Category	Name of Internal and Vendor Service Provider(s)	Total Internal Costs (not to exceed)	Total Vendor Costs (not to exceed/firm fixed price)	Expenses	TOTAL (Internal Labor Costs + Vendor Costs + Expenses)
Frequency Analysis	SBBC Motorola	\$0	\$0	\$0	\$0
System Inventory	SBBC Motorola Mobile Comm.	\$2,700.00	\$8,585.00 \$6,000.00	\$0	\$17,285.00
Engineering and Implementation Planning	SBBC Motorola	\$405.00	\$9,100.00	\$0	\$9,505.00
Legal Costs Associated with Planning Funding Agreement	SBBC TBD	\$2,000.00	\$0	\$0	\$2,000.00
Project	SBBC	\$270.00	\$12,600.00	\$2,336.00	\$15,206.00

Management	Motorola				
Other	Motorola	\$0	\$2,450.00	\$0	\$2,450.00
Total Estimated Planning Costs		\$5,375.00	\$38,735.00	\$2,336.00	\$46,446.00

Vendor Contact Information:**Econocomm, Inc. d/b/a Mobile Communications**

3733 NW 16th Street
Lauderhill, FL 33311
(954)581-4960
(954)321-9371 fax
Contact person: Bryan Muller
bryan@econocomm.com
TIN: 74-3088470

Motorola

c/o Robyn Mecej
IL02-SWA2
1301 E. Algonquin Rd
Schaumburg, IL 60196
Phone: (847) 725-4850

SCHEDULE C

800 MHZ RECONFIGURATION

PLANNING COST ESTIMATE – CERTIFIED REQUEST

Incumbent's Name: The School Board of Broward County, Florida (SBBC)

Request for Planning Funding

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Nextel to fund the following estimated planning costs:

Incumbent Payment Terms: Nextel will pay Incumbent an amount not to exceed the Planning Cost Estimate for Incumbent with respect to each category of work, as set forth below. Nextel will pay Incumbent Two Thousand Six Hundred Eighty-Seven Dollars and Fifty Cents (\$2,687.50) 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 1). Nextel will pay any outstanding balance of the Actual Planning Costs due to Incumbent within 30 days after the Planning Funding Reconciliation Date (as "Actual Planning Costs" and "Planning Funding Reconciliation Date" are defined in this Agreement).

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

Vendor Payment Terms (Motorola): Nextel will pay Motorola two payments of 50% each, representing an amount, in total, not to exceed the Planning Cost Estimate with respect to each category of work, as set forth below. Nextel will pay Motorola within 30 days after receipt by Nextel of (A) an invoice from Motorola and (B) Incumbent's approval of the initial payment in accordance with the Motorola Initial Payment Incumbent Acknowledgement attached hereto as Exhibit 2 and approval of the remaining associated costs included on the Motorola invoice in accordance with the FRA or PFA Incumbent Acknowledgement attached hereto as Exhibit 3.

Description of Planning Work To Be Performed	Payee (separately identify Incumbent and each Planning Vendor being paid for work performed)	Planning Cost Estimate for Incumbent and each Planning Vendor (Not to exceed listed amount)
Legal – See Statement of Work <u>Schedule B</u>	SBBC	\$2,000.00
Frequency Analysis – See Statement of Work <u>Schedule B</u>	N/A	\$0
System Inventory – See Statement of Work <u>Schedule B</u>	SBBC	\$2,700.00
	Motorola	\$8,585.00

	Mobile Communications, Inc.	\$6,000.00
Engineering and Implementation Planning – See Statement of Work <u>Schedule B</u>	SBBC	\$405.00
	Motorola	\$9,100.00
Project Management – See Statement of Work <u>Schedule B</u>	SBBC	\$270.00
	Motorola	\$14,936.00
Other Costs (provide detailed description of nature of cost)	Motorola	\$2,450.00
<u>Total Estimated Planning Costs</u>		\$46,446.00

Certification

Pursuant to the Order, Incumbent hereby certifies that the funds requested are the minimum necessary to support the planning activities to provide facilities comparable to those currently in use. Incumbent further certifies, to the best of Incumbent's knowledge, that any Planning Vendor costs listed on Schedule C are comparable to costs that Planning Vendor previously charged Incumbent for similar work.

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

EXHIBIT 1

Incumbent Information

THE FOLLOWING QUESTIONS ARE REQUIRED FOR PROCESSING ELECTRONIC FUNDS TRANSFERS. ALL INFORMATION CONTAINED HEREIN SHALL BE KEPT STRICTLY CONFIDENTIAL AND WILL BE USED ONLY IN COMPLETION OF THE PLANNING FUNDING AND FREQUENCY RECONFIGURATION TRANSACTION.

I. INCUMBENT INFORMATION

Please provide the following information:

Company/Name: _____
Contact: _____ Title: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____

If not identified in the contract, please provide the following:

If Incumbent is a Partnership, please provide name, address and phone numbers of all other partners:

Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
City/State/Zip: _____	City/State/Zip: _____
Phone: _____	Phone: _____

II. BANK ACCOUNT INFORMATION (Required for payment via electronic funds transfer.)

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 electronic funds transfer, Incumbent acknowledges that all payments made by check will be mailed within thirty (30) days of the date of performance required by Incumbent (for each payment) as stipulated in the Agreement.

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

III. TAX INFORMATION

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

Incumbent's Federal, State 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:

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

Incumbent Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 2INCUMBENT ACKNOWLEDGEMENT

*****This Incumbent acknowledgement is only for the purpose of acknowledging Motorola invoices (prepayments) where services have yet to be rendered.*****

Incumbent Name: _____ Date: _____

Deal Number (to be provided by Sprint Nextel): _____

Vendor Name (as listed on Schedule C of FRA or PFA): Motorola Only _____

Vendor Invoice Number(s): _____

Incumbent Contact Person: _____

Incumbent Contact Address: _____

Contact Person Phone Number: _____

Contact Person Fax Number: _____

Type of Good/Services to be Prepaid per agreement b/w Incumbent and Motorola (Total Quantity and Price as identified on Schedule C of the PFA)	Date of Receipt of Invoice by Incumbent	Cost 50% of Total
Planning Services		
	TOTAL	

I, _____ ("Incumbent" acknowledge that the invoice number referenced above and attached to this acknowledgement are completely related to the rebanding work as described in Schedule C of the PFA.

By: _____

Name: _____

Title: _____

**PLEASE RETURN TO SPRING NEXTEL
ONLY VIA FAX:
(866) 221-6990**

EXHIBIT 3

INCUMBENT ACKNOWLEDGEMENT

Incumbent Name: _____ Date: _____

Deal Number (to be provided by Sprint Nextel): _____

Vendor Name (as listed on Schedule C of FRA or PFA): _____

Vendor Invoice Number(s): _____

Incumbent Contact Person: _____

Incumbent Contact Address: _____

Contact Person Phone Number: _____

Contact Person Fax Number: _____

Type of Good/Services Delivered (Quantity and Price as identified on Schedule C of the FRA or PFA)	Date of Acceptance of Good/Services by Incumbent	Cost
	TOTAL	

I, _____ ("Incumbent") acknowledge that all goods/services identified on the Invoice number referenced above and attached to this acknowledgement have been received/performed.

BY: _____

Name:

Title:

**PLEASE RETURN TO SPRINT NEXTEL
ONLY VIA FAX:
(866)-221-6990**

