

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

REVISED

Agenda Item Number

Meeting Date

06/19/07

Open Agenda
☐ Yes ☒ No

Time Certain Request
☐ Yes ☒ No

E-6

TITLE:

Motorola Services Agreement

REQUESTED ACTION:

Approve the Motorola Services Agreement.

SUMMARY EXPLANATION AND BACKGROUND:

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.

Note: Companion Item to be considered with E-5. This agreement has been approved as to form by the School Board Attorney.

SCHOOL BOARD GOALS:

- ☐ •Goal One: All students will achieve at their highest potential.
- ☐ •Goal Two: All schools will have equitable resources.
- ☐ •Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement.
- ☒ •Goal Four: All stakeholders will work together to build a better school system.

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

1. Executive Summary
2. Motorola Agreement

BOARD ACTION:

APPROVED

(For Official School Board Records' Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Angela Coluzzi

754-321-0447

Donnie Carter

754-321-2610

Name

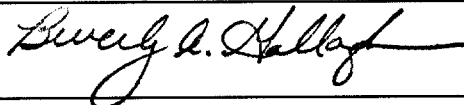
Phone

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.

Reconfiguration Planning Phase Agreement

(Planning Phase Services Only; No Equipment, Software, or Implementation Phase Services)

Motorola, Inc. ("Motorola") and The School Board of Broward County, Florida ("Licensee"), whose main address is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, enter into this Reconfiguration Planning Phase Agreement ("Agreement"), pursuant to which Licensee will purchase and Motorola will sell the Reconfiguration Planning Phase services described below. Motorola and Licensee may be referred to individually as a "Party" and collectively as the "Parties." This Agreement is made with reference to the following recitals.

A. On August 6, 2004, the FCC issued Report and Order FCC 04-168 that modified its rules governing the 800 MHz band to minimize harmful interference to public safety communications systems. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration FCC 04-294. The August 6 and December 22, 2004 orders, and any supplemental orders the FCC issues, are collectively referred to as the "Order."

B. Pursuant to the Order, certain licensees of 800 MHz channels used in public safety or other systems must relinquish their existing channels and relocate their systems to other licensed channels ("Replacement Channels"); and Nextel must relinquish some of its existing channels and must provide and pay relocation funds ("Relocation Funds") to enable affected licensees to relocate their systems onto Replacement Channels and reconfigure their systems so that they are "Comparable Facilities" (as defined below).

C. The FCC has appointed a Transition Administrator ("TA") to assure that the rebanding initiative proceeds on schedule and in a planned and coordinated manner so that disruption to a licensee's system is minimized. In the TA's published "Reconfiguration Handbook," the two major phases to accomplish the reconfiguration are described as the "Reconfiguration Planning Phase" and the "Reconfiguration Implementation Phase."

D. Licensee has selected Motorola to provide Reconfiguration Planning Phase services.

For good and valuable consideration, the Parties agree as follows:

Section 1 DEFINITIONS

In addition to the defined terms above, capitalized terms in this Agreement have the following meanings:

1.1. "Comparable Facilities" means the Licensee's System (including the subscriber radio equipment) have the same operational capabilities that existed before relocation, specifically (1) equivalent channel capacity; (2) equivalent signaling capacity, baud rate, and access time; (3) coextensive geographical coverage; and (4) equivalent operating costs.

1.2. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement, of any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

1.3. "Contract Price" means the price for the selected Reconfiguration Planning Phase services, excluding any applicable sales or similar taxes.

1.4. "Customer Suitability Assessment" means the initial assessment services performed by Motorola to determine whether Licensee's System (infrastructure) is suitable for updating using the Motorola Software that has been especially modified for purposes of the 800 MHz band reconfiguration.

1.5. "Effective Date" means that date upon which all Parties have executed this Agreement.

1.6. "Force Majeure" means an event, circumstance, or act of a third party (including Nextel and the TA) that is beyond a Party's reasonable control. An act of God, the public enemy, a government entity, or another party (including another party's failure to comply with the Order); strikes or other labor disturbances; general unavailability of necessary materials; hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots are examples of a Force Majeure.

1.7. "Motorola Software" means software in object code format that Motorola or its affiliated company owns, including any releases or software kits to reprogram radios. This Agreement does not involve any source code.

1.8. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to any documents delivered by Motorola under this Agreement or any Motorola Software or equipment.

1.9. "Reconfiguration Planning Phase Services" means those services to be provided by Motorola to Licensee under this Agreement; these services are described in the Statement of Work.

1.10. "Statement of Work" means the description of the work to be performed under this Agreement by the Parties. The Statement of Work is set forth in Attachment A-2 and is incorporated herein by this reference.

1.11. "System" means the hardware and software products that comprise the Licensee's existing 800 MHz radio communications system.

Section 2 SCOPE OF PLANNING PHASE SERVICES

2.1. SCOPE OF WORK. The Parties will perform their respective contractual responsibilities in accordance with this Agreement. Any changes to this Agreement, including changes to the Statement of Work, must be in writing and executed by both Parties. This Agreement sets forth the Parties' rights and responsibilities with respect to each other concerning the agreed Reconfiguration Planning Phase activities only, and not the Reconfiguration Implementation Phase activities (which, if applicable, will be governed by a separate Reconfiguration Implementation Phase Agreement). Specifically, this Agreement does not involve the provision by Motorola of any equipment, hardware, or software, or any services to reconfigure the System or any part of it. This Agreement sets forth the Parties' rights and responsibilities with respect to each other concerning only those Reconfiguration Planning Phase activities covered by the Order, and not the sale of products or services (or any other activities) that are not part of the 800 MHz Band Reconfiguration process. If the Parties wish to contract for these other activities, they will do so pursuant to a separate contract.

2.2. MOTOROLA RESPONSIBILITIES. Motorola will provide the Reconfiguration Planning Phase Services as described in the Statement of Work.

2.3. LICENSEE RESPONSIBILITIES. At the appropriate time, Licensee will submit its Request for Planning Funding, any required certifications, and any amendments thereto (if applicable) to Nextel and the TA. For the limited purpose of assisting Nextel and the TA to evaluate Licensee's Request for Planning Funding, Motorola authorizes Licensee to (and Licensee will) provide to the TA and Nextel a copy of this Agreement, including the exhibits and pricing, but such information is and remains Motorola Confidential and Proprietary as provided below in Section 9. Licensee will employ reasonable efforts to assist Motorola in providing the Reconfiguration Planning Phase services, and will provide reasonable access to Licensee's equipment, facilities, personnel and relevant information. Licensee will designate a point of contact person.

2.4. LICENSEE-NEXTEL RELATIONSHIP. The TA's Reconfiguration Handbook indicates that Licensee and Nextel will form a "Planning Funding Agreement" ("PFA") and/or a "Frequency Reconfiguration Agreement" ("FRA") which, among other things, sets forth Nextel's obligation to pay the Relocation Funds. The Reconfiguration Handbook encourages a payment process by which Nextel pays Relocation Funds directly to Licensee's selected vendors; and Licensee will ensure that its FRA provides for direct payment by Nextel to

Motorola. Promptly after execution of the PFA and/or FRA, Licensee will provide to Motorola a copy of those portions of the PFA and/or FRA that pertain to Motorola's services, products, pricing and payment, including Attachment C thereto (redacted if necessary to exclude information not pertaining to Motorola).

2.5. OTHER SERVICES. Nothing in this Agreement is intended to prevent or hinder Motorola from contracting to perform or performing for Licensee any Reconfiguration Implementation Phase services, or any other kind of services, or selling any equipment or software. Nothing in this Agreement is intended to prevent or hinder Motorola from contracting to perform or performing for other Licensees Reconfiguration Planning Phase services, Reconfiguration Implementation Phase services, or any other kind of services, or selling any equipment or software.

Section 3 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in a reasonably diligent manner, taking into consideration the procedures and processes established in the Reconfiguration Handbook. The Parties acknowledge that any scheduled performance dates are estimates only, and various factors (such as Licensee's operational needs and resource availability) may cause the scheduled performance dates to change or be delayed. No Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly after it discovers the Force Majeure.

Section 4 CONTRACT PRICE, PAYMENT AND INVOICING

4.1. CONTRACT PRICE; NON-RECOURSE TO LICENSEE.

4.1.1. Contract Price. The Contract Price for Reconfiguration Planning Phase Services in U.S. dollars is **\$35,071.00**. The Contract Price excludes any sales or other taxes, all of which will be added to the invoices and paid except as exempt by law.

4.1.2. Licensee Not Liable for Contract Price. Payment of the Contract Price and any applicable taxes is to come from Nextel, and not Licensee. If Nextel fails to pay Motorola, Licensee shall not be liable to pay Motorola the Contract Price or applicable taxes. Notwithstanding the above, if Nextel pays the Contract Price and any applicable taxes to Licensee rather than to Motorola, Licensee will immediately forward the payment to Motorola. Motorola agrees to accept direct payments from Nextel if Nextel clearly identifies the applicable Motorola invoice. Motorola further agrees to apply these direct payments from Nextel to the Contract Price.

4.1.3. Motorola's Protections Concerning Payment by Nextel. If requested by Motorola, Licensee will execute necessary documents and take all such actions that are reasonable and necessary to promote the prompt payment by Nextel to Motorola.

4.2. INVOICING, PAYMENT MILESTONES, AND PAYMENT.

4.2.1. Invoicing. Motorola will submit correct invoices to Licensee, with a copy to Nextel, in accordance with the pre-approved payment milestones set forth as Attachment A-1. Licensee's contact person and address for invoice purposes are: Lowrie Simon, Telecommunications Department, 7720 Oakland Park Avenue, Sunrise, FL 33351. Licensee may change this contact person or address by written notice to Motorola. Upon receipt of an invoice, Licensee will promptly (but in no event longer than seven (7) calendar days) inspect the invoice, verify whether it correctly states the payment milestone, and notify Nextel in writing (via facsimile or priority overnight carrier) that Licensee approves the invoice and accepts the milestone (the "Approval Notification"). Licensee will attach a copy of the invoice to the Approval Notification. When Licensee sends to Nextel the Approval Notification, Licensee will concurrently provide to Motorola's project manager a copy of the Approval Notification so that Motorola may know approximately when Nextel receives it. If for any reason Licensee disapproves the invoice, Licensee will promptly give written notice to both Motorola and Nextel; the notice will explain the reasons for Licensee's disapproval. Motorola will promptly correct any inaccurate invoice that Licensee disapproves, and resubmit the corrected invoice using the same process as described above in this paragraph.

4.2.2. Payment Due Date. Unless otherwise agreed between Nextel and Motorola, payment to Motorola for approved invoices is due thirty (30) days from the date Nextel receives the Approval Notification from Licensee. Motorola's Federal Tax Identification Number is 36-1115800.

4.2.3. Mutual Cooperation. The Parties will cooperate with each other and provide to each other, and to Nextel and the Transition Administrator, such information (other than Confidential Information, which is governed by Section 9.1) as is reasonable or necessary to facilitate the prompt payment of the Contract Price to Motorola.

Section 5 REPRESENTATIONS AND WARRANTIES

5.1. **RECONFIGURATION PLANNING PHASE SERVICES WARRANTY.** For Sixty (60) days from the completion of the Reconfiguration Planning Phase Services, Motorola warrants that these services were performed in a good and workmanlike manner. This services warranty does not cover any services or duties performed or owed by Nextel, Licensee, or any other contractor hired by them.

5.2. **WARRANTY CLAIMS.** To assert a warranty claim, Licensee must notify Motorola in writing of the claim before the date which is thirty (30) calendar days after the expiration of the warranty period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at no additional charge to Licensee) re-perform the Reconfiguration Planning Phase services. This action will be the full extent of Motorola's liability hereunder and constitutes Licensee's sole remedy. If this investigation indicates the warranty claim is invalid or "out of scope," then Motorola may invoice Licensee for responding to the claim on a time and materials basis using Motorola's then current labor rates. Notwithstanding any reimbursement claim Licensee may have against the Relocation Funds, Licensee will pay the invoice for invalid warranty claims within thirty (30) days from the invoice date.

5.3. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original end user and are not assignable or transferable.

5.4. **POTENTIAL DAMAGE TO EXISTING EQUIPMENT.** Licensee acknowledges that Motorola's employees or agents, Licensee's employees, or others might cause damage to equipment that is part of Licensee's System when performing the Reconfiguration Planning Phase Services. Motorola is not responsible for damage to equipment unless it is caused by Motorola's negligence, in which case Motorola at its option will repair or replace the damaged equipment or refund its fair market value. Motorola will not select the refund option if the repair option is commercially feasible. Before Licensee asserts a damage claim against Motorola under this section, it will first investigate the cause of the damage and the investigation must result in a good faith belief that Motorola is negligent and liable for the damage. This provision does not diminish any rights Licensee might have under any pre-existing Motorola warranty or maintenance agreement.

5.5. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE RECONFIGURATION PLANNING PHASE SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. EXCEPT FOR THE FOREGOING WARRANTIES, THE SERVICES ARE PROVIDED "AS IS" AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE IS RESPONSIBLE FOR, AND MOTOROLA MAKES NO WARRANTY CONCERNING, THE BACK-UP AND DISASTER RECOVERY PROCEDURES, FACILITIES AND EQUIPMENT, OR DATA ENTRY AND LOADING. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Section 6 INDEMNIFICATION

6.1. **INDEMNITY BY MOTOROLA.** Motorola will defend at its expense and hold harmless Licensee against any claim, suit, demand, or cause of action brought by a third party against Licensee that is based on or to the extent it is caused by the negligence or willful misconduct of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, and which results in personal injury, death, or direct damage to tangible property ("Motorola Claim"). Motorola will indemnify Licensee from any liability, judgment, awards and

damages resulting from a final award that arises from a Motorola Claim and pay all losses, expenses or direct damages incurred by Licensee associated with the Motorola Claim. The foregoing indemnity is conditioned on (i) Licensee giving Motorola prompt, written notice of any Motorola Claim, and providing to Motorola cooperation (and, if requested, reasonable assistance) in the defense of the Motorola Claim; and (ii) Motorola having sole control in the defense of the Motorola Claim and all negotiations for its settlement or compromise. Motorola will have no indemnity liability for the negligence or fault of Licensee, its other contractors, Nextel, or the TA, or any of their employees, agents or representatives. This section states the full extent of Motorola's general indemnification from liabilities that are in any way related to Motorola's performance under this Agreement.

6.2. **JOINT LIABILITY.** If a third party asserts a claim against both Parties, each Party will pay to defend itself and will pay the claim, but in each case only to the extent of its percentage liability. For example, if the Parties have equal liability for the claim, they each will pay one-half of the amount plus their own defense costs.

Section 7 DISPUTES; DEFAULT AND TERMINATION

7.1. **DISPUTES.** The Parties, through their respective project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through consultation and good faith negotiation. The dispute will be escalated to appropriate higher level managers of the Parties, if necessary.

7.2. **DEFAULT AND TERMINATION.** If a Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. The defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, to provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the cure plan. If a defaulting Party fails to cure the default, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement and the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. The non-defaulting Party will mitigate damages.

Section 8 LIMITATION OF LIABILITY

Licensee acknowledges that the limitations in this Section are integral to the Contract Price being charged by Motorola under this Agreement, and that if Motorola assumed further liability other than as set forth in Section 10.6 and this Section 8, the Contract Price would be substantially higher. This limitation of liability provision applies notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, contribution, or otherwise, will be limited to the direct damages incurred by Licensee and recoverable under law, but not to exceed \$250,000. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA (AND ITS SUBCONTRACTORS AND SUPPLIERS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) WILL NOT BE LIABLE TO LICENSEE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS, OPPORTUNITIES OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION), THE SALE OR USE OF PRODUCTS, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. ALL CLAIMS BY A PARTY AGAINST ANOTHER PARTY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, MUST BE BROUGHT WITHIN TWO YEARS FROM THE DATE THE CAUSE OF ACTION ACCRUES.**

Section 9 CONFIDENTIALITY AND PROPRIETARY RIGHTS

9.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the Parties may provide Confidential Information to each other. Any inventory report or Customer Suitability Assessment report concerning Licensee's System, and any other document concerning the reconfiguration of Licensee's System that Motorola prepares specifically for and is a promised deliverable to Licensee under this Agreement (collectively,

“Documentary Deliverable”) shall be the Confidential Information of Licensee unless otherwise agreed by the Parties in writing.

9.1.1. Non-Disclosure. Subject to applicable public records laws, for a period of three years, each Party will: maintain the confidentiality of the other Party’s Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of Confidential Information to its employees who have a “need to know” and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who have access to it that it is confidential and not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care. The confidentiality restrictions and obligations contained herein shall be in addition to any confidentiality restrictions or obligations contained in any other agreement (whether prior to, contemporaneous or subsequent to the date of this Agreement) between Motorola on the one hand and the TA, Nextel or Licensee on the other hand, as well any protective order or confidentiality restrictions or rules issued by the FCC or the TA.

9.1.2. Use. Unless otherwise provided in this Agreement, a Party may use the Confidential Information of the other Party only in furtherance of the performance of this Agreement or any other agreement between the Parties. Notwithstanding the preceding sentence, Motorola may use the information in any Documentary Deliverable for its own business purposes or to assist Licensee or its other contractors or consultants in the overall effort to plan and reconfigure Licensee’s System. Except for a Documentary Deliverable, Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement or any other agreement between the Parties.

9.2. **PRESERVATION OF MOTOROLA’S PROPRIETARY RIGHTS.** Motorola owns and retains all of its Proprietary Rights, and nothing in this Agreement is intended to restrict its Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Licensee the services remain vested exclusively in Motorola, and this Agreement does not grant to Licensee any shared development rights of intellectual property. This Agreement does not involve the license of any software.

Section 10 GENERAL

10.1 **ASSIGNABILITY AND SUBCONTRACTING; WAIVER.** No Party may assign this Agreement without the prior written consent of the other Party. Motorola may subcontract any part of the work, but subcontracting will not relieve Motorola of its duties under this Agreement. Failure or delay by a Party to exercise a right or power under this Agreement will not be a waiver of the right or power. An effective waiver of a right or power must be in writing signed by the waiving Party and will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

10.2 **INDEPENDENT CONTRACTORS.** Each Party is an independent contractor with respect to the other Party, and a Party and its personnel will not be considered to be employees or agents of the other. Nothing in this Agreement grants a Party the right or authority to make commitments of any kind for the other Party. This Agreement will not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

10.3. **LIABILITY.** Each Party agrees to be fully responsible for its acts of negligence, or its agents’ acts of negligence when acting within the Scope of their employment and agrees to be liable for any damages resulting from said negligence.

10.4. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to serve as a waiver of rights secured by Section 768.28, Florida Statutes, or of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

10.5. NON-DISCRIMINATION. The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, color, gender, national origin, marital status, disability or sexual orientation.

10.6. BACKGROUND SCREENING. The Parties agree to comply with all of the requirements of Sections 1012.32 and 1012.465, Florida Statutes, that are applicable to them, and Motorola further agrees that all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. If the Reconfiguration Planning Phase Services can be performed at a place and in a manner that none of these three circumstances occur, then Motorola will not be required to subject its employees or agents to the screening process. However, if any of these three circumstances occur, Motorola will require relevant personnel to undergo the background screening process. This background screening will be conducted by Licensee with cost being allocable to Nextel, in advance of Motorola or its personnel providing any services under the conditions described in the first sentence. Nextel has agreed to revisit and modify its Planning Funding Agreement to reimburse such costs should any background screening actually be required under this Agreement by Section 1012.32, Florida Statutes. All applicable fees for such screening with respect to Motorola and its personnel will initially be borne by Motorola, but the Parties will in good faith promptly seek reimbursement of these costs and fees from Nextel. The Parties agree that failure of Motorola to perform any of the duties described in this Section shall constitute a material breach of this Agreement, entitling Licensee to enforce its rights under Section 7.2 and to immediately suspend any disqualified personnel from performing any further services on this project under the conditions described in the first sentence. Motorola agrees to indemnify and hold harmless Licensee, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Motorola's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

10.7. 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:

<p>If to Licensee, to:</p> <p>Superintendent of Schools 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>If to Motorola, to:</p> <p>Bill Pagones Motorola Rebanding Strategist 8000 West Sunrise Plantation, FL 33322</p> <p>With a copy that shall not constitute Notice:</p> <p>Motorola, Inc. Mark Anthony Sr. Commercial Counsel 6450 Sequence Drive San Diego, CA 92121</p>
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10.8. INTERPRETATION OF AGREEMENT. This Agreement, including any attachments, constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to that subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of the Parties. The preprinted terms and conditions found on any Licensee purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs the document. The attachments are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attachments. Section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement is an arm's length transaction and will be fairly interpreted in accordance with its terms and conditions and not for or against a Party. If a court of competent jurisdiction renders any part of this Agreement to be invalid or otherwise unenforceable, it will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid part was not part of this Agreement. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

10.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Licensee will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the System.

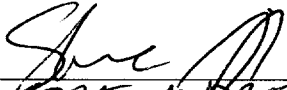
10.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party. Each Party represents that it is fully aware of the terms contained in this Agreement and has voluntarily entered into this Agreement, having had a full and fair opportunity to seek the advice of counsel and other professionals or consultants as it considers necessary. This Agreement may be executed in separate counterparts, which together constitute a single agreement.

10.11. SURVIVAL OF TERMS. The following provisions survive the expiration or termination of this Agreement for any reason: if any payment obligations exist, all of Section 4 (Contract Price, Payment and

Invoicing); Section 6 (Disputes); Section 8 (Limitation of Liability); and Section 9 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 10.

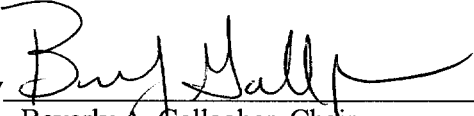
The Parties hereby enter into this Agreement as of the Effective Date.

Motorola

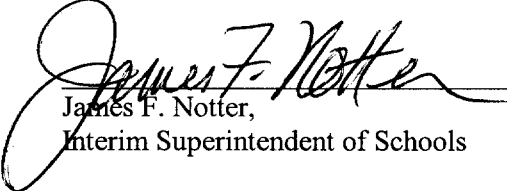
By: 
Name: STEVE ANDRIETE
Title: BUSINESS DEV MGR
Date: 6-13-07

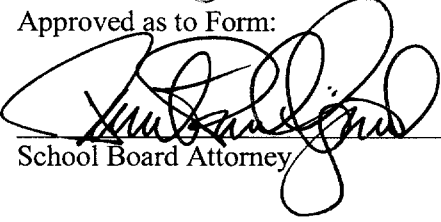
Corporate Seal)

INCUMBENT:
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: 
Beverly A. Gallagher, Chair

ATTEST:


James F. Notter,
Interim Superintendent of Schools

Approved as to Form:

School Board Attorney

Nextel Assigned Deal Number: _____

Attachment A-1
Nextel-Motorola Pre-approved Payment Milestone Schedule

Depending on the Contract Price set forth in Section 4.1.1, the following payment milestones apply:

1. Contract Price < \$300,000

Mobilization (i.e., contract execution)	50%
Complete Planning Activities	50%

2. Contract Price \$300,000 and above

Mobilization (i.e., contract execution)	40%
Complete Suitability Assessment	40%
Complete Planning Activities	20%

Attachment A-2
Statement of Work

Summary of All Costs

Pursuant to the FCC's mandated 800 MHz band reconfiguration, the incumbent licensee is required to reconfigure its system and requests that Sprint Nextel fund its estimated system reconfiguration planning costs, as outlined in the table below:

Licensee Organization Name: School Board of Broward County

Licensee City, State and Zip: Sunrise, FL 33351

(Price excludes sales or other taxes)

Summary of All Costs					
Planning Cost Category	Name of Vendor (Internal and External) Service Provided	Total Estimated Costs	Total Vendor Costs	Total Funded Amount	Grand Total
Frequency Analysis	Motorola		0.00	0.00	0.00
System Inventory	Motorola		8,585.00	0.00	8,585.00
Engineering and Implementation Planning	Motorola		9,100.00	0.00	9,100.00
Legal	Motorola		0.00	0.00	0.00
Project Management	Motorola		12,600.00	2,336.00	14,936.00
Other	Motorola		2,450.00	0.00	2,450.00
Total Estimated Planning Costs			\$32,735.00	\$2,336.00	\$35,071.00

Note: School Board of Broward County must be rebanded with at the same time as Broward County Sheriff's Office and Hollywood as one Smart zone system with multiple licensees.



Statement of Work (SOW) Supporting Request for Planning Funds

Overview

This Statement of Work consists of two major parts. The first part consists of Sections 1.0 through 6.0 which describe the work associated with planning the reconfiguration of your system. These sections, along with the system description table at the end of this SOW, may be included with your Request for Planning Funds submittal to Sprint Nextel and the Transition Administrator. The second part consists of Sections 7.0 through 13.0 which supports the Agreement with Motorola and should not be submitted as part of your Request for Planning Funds.

Motorola has assembled this document, called a Statement of Work (SOW), which provides an overview of activities performed during the initial customer interview, the equipment assessment and the execution of the design phase of the rebanding project. This Statement of Work describes the Reconfiguration Planning and Negotiation Phase Services that Motorola proposes to provide to School Board of Broward County. This SOW is not a detailed reconfiguration specification and is not intended for use in a solicitation for services by School Board of Broward County.

The specific details of the system are in the tabularized System Description table at the end of this Statement of Work.

1.0 Performance Schedule

Motorola will begin the reconfiguration planning and schedule the first kick off meeting with School Board of Broward County within 45 days after receipt of a Purchase Order and/or a signed contract authorizing the work. A detailed schedule to complete the planning and deliver a fixed price proposal to do the system reconfiguration will be developed as a result of this meeting. Once this schedule is completed it will be agreed to by School Board of Broward County and Motorola and it can be submitted as an addendum to Sprint-Nextel and the Transition Administrator. Provided there are no significant delays it is estimated that the work will be completed in 4.6 months after the kickoff meeting.

2.0 Frequency Analysis

2.1 Co-channel Analysis

Motorola will quote and provide co-channel analysis as requested by School Board of Broward County.

2.2 Combiner and Receiver Multi-coupler Suitability

Motorola will evaluate the suitability of the licensee's existing combiner equipment impacted by rebanding. Some combiners can readily be adjusted to the new rebanded



frequencies, others cannot. Depending on the condition of the equipment, readjustment may not be possible without risking damage to the combiner. In addition, signal loss (decreased coverage) may occur if the new rebanded frequencies are spaced closer than the original frequencies. Combiner cable requirements also need to be considered based on the Licensee's cutover plan.

Additionally, Motorola will analyze the impact the new frequency plan will have on School Board of Broward County's existing multi-coupler systems and determine if retuning or replacement is necessary.

Motorola will evaluate these potential issues as part of the combiner suitability assessment.

2.3 Intermodulation Study

IM Study - School Board of Broward County and its contractors or representatives will be responsible for any frequency analysis and verification of the suitability and comparability of the new frequencies assigned to the School Board of Broward County. Motorola will rely upon and utilize this data in developing its reconfiguration design as described in this proposal, and Motorola is not responsible for frequency analysis performed by others or for errors or omissions in their analysis. If Motorola performs additional work due to errors and omissions in the frequency analysis performed by others, Motorola may request a change order to increase the price or extend the performance schedule to reconfigure the system.

Intermodulation Studies (IM) are necessary only under limited circumstances. To request an IM for a site, the licensee must believe that at least one of the three criteria, as described in the RFPF Form/Instructions, is present within their environment. To qualify for funding, the condition(s) must be indicated in the RFPF Form.

Qualifying Scenarios	Suspected (yes/no)	Site(s) Affected (if known)
Location with two or more co-site transmitters with potential to impair base station receivers.	no	
Licensee's fixed receive antenna is proximate to a transmitting antenna other than your own.	no	
Landlords or site managers of shared transceiver sites requiring an analysis of the IM environment as part of site agreements when changing transmitting frequencies.	no	

2.4 Other Frequency Analysis

Motorola will quote and provide additional frequency analysis services as requested by School Board of Broward County.



Frequency Analysis deliverables include:

Deliverables	Estimated Date of Completion
Co-channel Analysis report for reconfiguration proposal	N/A
Combiner Suitability report for reconfiguration proposal	NA
Intermodulation analysis report for reconfiguration proposal	NA
Other Frequency Analysis	N/A

Vendor Labor Table

Planning Class Category / Description	Start Date	End Date	Labor Hours	Labor Rate	Cost (\$)	Expenses (\$)	Vendor Name
Frequency Analysis							
Co-channel Analysis			NA	NA	NA		Motorola
Combiner Suitability			0.00	\$175.00	0.00		Motorola
Intermodulation Study			0.00	\$175.00	0.00		Motorola
Other Frequency Analysis			0.00	\$175.00	0.00		Motorola
Total Vendor Cost			0.00		\$0.00		

3.0 System Inventory

3.1 Infrastructure Inventory

Motorola will conduct an inventory of School Board of Broward County's equipment. This inventory will be used to determine the suitability of the equipment and system design effort for rebanding.

Motorola understands the inventory and design effort will take place on an operational radio communications system and that unplanned interruptions to dispatch operations are not acceptable. Motorola, with its network of authorized service centers and/or third-party subcontractors, will do everything possible to minimize disruption to dispatch operations. Any required changes to daily operations will be planned in advance and agreed upon by School Board of Broward County and all applicable parties.

Based on this preliminary information about your system inventory listed below, a price was developed for planning the system Rebanding process. This information is based on Motorola's understanding of School Board of Broward County's system. Any significant variance to this inventory information which results in a scope of work or schedule change will need to be addressed via a change order.

The infrastructure equipment specific to School Board of Broward County is comprised of System Management Client Terminals linked by RF modem interface radios that are



utilized for Vehicle Dispatch and Fleet Management internally to the School Board. The inventory services are limited to the equipment specifically affected by rebanding for School Board of Broward County's system. Please refer to the System Description for unverified inventory estimates.

3.2 Subscriber Inventory

Subscriber device inventories must similarly be examined to determine reconfiguration requirements. If inventories are required, Motorola will inventory subscribers to elicit necessary information. Customer provided inventories must also be able to provide the information outlined below.

For systems that only require Retuning, unit count and model families need to be specified to insure proper programming equipment and if any frequency determining elements need to be ordered and priced.

For systems that require Reprogramming, quantities of subscriber in each family must be determined (i.e. 25ea XTS2500, 22ea XTS5000) and the number of programming stations must be delineated to ensure proper number of Flash upgrade kits are specified.

For Replacement units, the number of units to be replaced must be identified, along with their corresponding replacement unit. In addition options such as battery type, dash or remote mount and cable length must be specified. An accurate count of any accessories (six unit chargers, speaker mics, etc.) will be required since they are exchanged on a one for one basis. A sample audit will be performed when necessary on certain subscribers units (MTS 2000, Astro Spectra and Astro Saber) to determine the need for replacement.

System Inventory deliverables include:

Deliverables	Estimated Date of Completion
Infrastructure inventory report for reconfiguration proposal	4.6 months after kick-off meeting
Subscriber inventory report for reconfiguration proposal	4.6 months after kick-off meeting

Vendor Labor Table

Phase	Start Date	End Date	Labor Hours	Rate	Cost	Manufacturer	Vendor
System Inventory							
Dispatch Management Inventory			11.00	\$175	1,925.00		Motorola
Subscriber Inventory			45.00	\$148	6,660.00		Motorola

Total Vendor Cost			56.00		\$8,585.00		
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4.0 **Engineering/Implementation Planning**

4.1 **Interoperability Planning**

The interoperability requirements are included in the System Description attachment at the end of this document.

4.2 **Site Reconfiguration**

Motorola will generate a Reconfiguration Design which will consist of at a minimum Methods of Procedures, cut over plans and system test plans.

- **Generate Methods of Procedures (MOP)**

- Motorola will develop the Method of Procedures which details the process steps, timeline, measurable deliverables, resources needed and cutover steps. Where applicable, contingency planning required to effectively reband your system will be provided in the least disruptive manner. The MOP also includes the cutover plan from the current frequencies to the new ones.

- **Cutover and Fall-back Plan**

- Develop and define the cut-over and fall-back plan to ensure consistent operation of all system functionality throughout the rebanding reconfiguration.
- Review plans with School Board of Broward County

- **Baseline and Acceptance Test Plan**

- Develop with School Board of Broward County baseline and acceptance test plans to demonstrate comparable facility.
- Baseline Test Plan initial determination of infrastructure testing for system functionality prior to rebanding beginning.
- Acceptance Test Plan duplication of baseline test plan plus any additional functional testing customer requires after rebanding.
-

4.3 **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 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 School Board of Broward County's inventory data for assessment
- Engineering analysis of assessment report
- Retune, replace or reprogram determination of subscriber inventory as outlined in paragraph 3.2 above
- Equipment list generation of required kits, software and or upgrades required by each piece of equipment to be reconfigured

Engineering/Implementation Planning deliverables include:

Deliverables	Estimated Date of Completion
Interoperability plan section of reconfiguration proposal	4.6 months after kick-off meeting
Develop Methods of Procedures for equipment to be reconfigured for reconfiguration proposal	4.6 months after kick-off meeting
Develop and document cutover and fallback plans to be included in the reconfiguration proposal	4.6 months after kick-off meeting
Develop and document baseline and acceptance test plans to be included in the reconfiguration proposal	4.6 months after kick-off meeting
Suitability assessment report for inclusion in the reconfiguration proposal	4.6 months after kick-off meeting

Vendor Labor Table

Planning/ Cost Category/ Task	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hr. Rate)	License	Vendor Name
Engineering/ Implementation Planning							
Interoperability Planning			5.00	\$175	875.00		Motorola
Site Reconfiguration			0.00	\$175	0.00		Motorola
Retune/Reprogram/ Replace Determination			47.00	\$175	8,225.00		Motorola
Total Vendor Cost			52.00		\$9,100.00		

5.0 Project Management

5.1 Project 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 School Board of Broward County 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 School Board of Broward County, 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.

5.2 Negotiations Support

Where needed, Motorola will review the details 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	At the end of the project schedule



Vendor Labor Table

Planned Cost Category / Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hours x Rate)	Expenses	Vendor Name
Project Management							
Fixed Project Support			24.00	\$175	4,200.00		Motorola
Variable Project Support			30.00	\$175	5,250.00		Motorola
Negotiations Support			18.00	\$175	3,150.00		Motorola
Total Vendor Cost			72.00		\$12,600.00	\$2,336.00	

6.0 Other

Deliverables listed below are related to special considerations and / or related sub-systems impacted by the reconfiguration of the licensee's system.

Other deliverables include:

Deliverables	Estimated Date of Completion
Supplemental report for Dispatch Management Reconfiguration Planning	4.6 months after kick-off meeting

Vendor Labor Table

Planned Cost Category / Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hours x Rate)	Expenses	Vendor Name
Other (explain)							
Dispatch Management Reconfiguration Planning			14.00	\$175	2,450.00		Motorola
Total Vendor Cost			14.00		\$2,450.00		



7.0 School Board of Broward County Scheduling and Access Requirements

In the event School Board of Broward County operates on a 24-hour, 7-day per week basis, then diligent coordination to gain access to radio equipment will be required. It is understood that the effort required to prepare the inventory and design may occur on different shifts and/or times during the week, other than a normal 8:00 AM to 5:00 PM business day. Weekend work may also be a component of this effort. Working with School Board of Broward County to ensure optimum cooperation will be essential to effectively and efficiently execute the rebanding project.

School Board of Broward County must provide reasonable access to all remote site locations where fixed station equipment is located. Any escort-required locations must be coordinated in advance by School Board of Broward County to facilitate access to restricted areas. Any required identification cards must be provided by School Board of Broward County to rebanding personnel as needed to work in any area in which an authorized ID card is required.

8.0 Motorola Engineering & Technical Services

Throughout the effort required to correctly assess the system requirements for rebanding, Motorola will support the requirements employing the experience of its field and systems engineering resources. In addition, many of Motorola's product organizations and upgrade operations team will support the project with specific knowledge on products and procedures to ensure the success of the project.

9.0 Local Service Support

Motorola will utilize its authorized service center network and/or approved third party contractors to assist in Preparation of Estimate Inventory and evaluation of fixed infrastructure and other related system equipment.

10.0 Notification and Conditions for Work

Motorola will notify School Board of Broward County's assigned point of contact a minimum of five (5) business days prior to starting any work on the system. Motorola will commence work at the designated location only after School Board of Broward County has notified Motorola with instructions to proceed. Whenever possible, prior notification of at least 24 hours will be given when expected disruptions are to occur.



11.0 Motorola and School Board of Broward County Responsibilities

Motorola Responsibilities

Motorola will be responsible for the following:

- Providing a designated Project Manager to coordinate all the resources and work to be performed by Motorola and to be the primary point of contact for School Board of Broward County.
- Scheduling project meetings with School Board of Broward County at the project's start, execution of the project contract deliverables and to coordinate ensuing project activities with all Motorola and School Board of Broward County resources.
- Providing engineering services in designing the agreed upon deliverables as developed in this proposal.
- Providing School Board of Broward County with regular schedule and progress updates.
- Motorola will provide a detailed design and transition rebanding plan that will include:
 - FNE Inventory and Requirements
 - Suitability Assessment Results
 - Sample Templates
 - Cutover Plan
 - Finalized Equipment List
 - Scope of Work
 - Detailed Design Review

School Board of Broward County Responsibilities

School Board of Broward County will be responsible for the following:

- Provide a signatory who has authority to sign all appropriate project documents required for this project and any other agreements required.
- Upon receipt, provide Motorola with a full copy of the Transition Administrators Frequency Proposal Report (FPR) for the affected licenses.
- Participate with Motorola and its subcontractors in any potential required meetings with landlords, public agencies, and government agencies to provide site access for the purpose of assessing the equipment located at that site.



- School Board of Broward County will provide site access to their sites for Motorola personnel and Motorola's subcontractors for the purpose of assessing the equipment located at that site.
- School Board of Broward County shall not unreasonably delay the execution of work by Motorola and will extend the timeline of the project when delays caused by School Board of Broward County are experienced.
- School Board of Broward County may be required to provide vehicles and personnel during the inventory process.
- School Board of Broward County shall identify any outstanding Motorola deliverables and formally request their completion through the mutual development of a project punch list.
- School Board of Broward County shall grant final acceptance upon completion of all contractual deliverables.
- School Board of Broward County is responsible for all frequency analysis of the proposed new frequencies and will provide to Motorola {when} the analysis report and related information for use in Motorola's design of the reconfiguration plans for the system.
- School Board of Broward County will be responsible for providing an adequate quantity of subscriber units per day until the inventory process is completed.
- Provide adequate shelter, space, heat, light and power at the customer facilities listed above to perform the subscriber inventory.

12.0 Risks

Motorola is committed to mitigating all known risks and will engage School Board of Broward County whenever situations are identified in which a risk situation presents itself. A decision will be jointly made between Motorola and School Board of Broward County to consider the options and establish a mutually agreeable solution.

With projects of this magnitude there are risks associated with the work that needs to be performed on each piece of equipment. It is conceivable that a particular piece of equipment can be functional at the time of inventory but when taken off line to have board or software versions read and confirmed that failures may occur when re-initializing the unit. Motorola will make every effort to ensure that any failure occurring in this situation be rectified immediately. In some cases adequate spares may not be available and could lead to a prolonged outage of equipment while obtaining replacement



parts. If the system in question is currently under a full on-site and repair service agreement with Motorola, any resolution to correct the failure will be covered under the agreement. If the equipment involved is not covered under a Motorola Service Agreement, resolution may require reimbursement for material and labor to correct the failure and restore the defective equipment.

13.0 School Board of Broward County Acceptance

Upon submission of Motorola's rebanding plan to School Board of Broward County, a certificate of acceptance document will be provided for customer signature (see reference document attached). This certificate acknowledges that all the effort necessary in identifying the detailed requirements and plans to reband School Board of Broward County 800MHZ system has been completed.



Frequencies and Call Signs

Tx Freq	Rx Freq	Call Sign	Cntl/Voice	Tx Freq	Rx Freq	Call Sign	Cntl/Voice
853.3875	808.3875	WPML771	Conv	859.3625	814.3625	KNJH368	Voice
852.8125	807.8125	WNP750	DataTAC	857.9875	812.9875	KNJH368	Voice
860.4375	815.4375	WNP750	DataTAC	858.9875	813.9875	KNJH368	Voice
852.7125	807.7125	WNP750	DataTAC	859.9875	814.9875	KNJH368	Voice
852.7375	807.7375	WNP750	DataTAC	857.3625	812.3625	KNJH368	Voice
852.7125	807.7125	KNJH368	DataTAC	855.2375	810.2375	KNJH368	Voice
852.7375	807.7375	KNJH368	DataTAC	858.3625	813.3625	KNJH368	Voice
852.8125	807.8125	KNJH368	DataTAC	859.7125	814.7125	KNJH368	Voice
855.2375	810.2375	WQAV305	Voice	859.4875	814.4875	KNJH368	Voice
856.4875	811.4875	WQAV305	Voice	858.4875	813.4875	KNJH368	Voice
856.7375	811.7375	WQAV305	Voice	868.0625	823.0625	WQBC531	Voice
857.3625	812.3625	WQAV305	Voice	866.6875	821.6875	WQBC531	Voice
857.4875	812.4875	WQAV305	Voice	859.4375	814.4375	KNJH368	Voice
857.7375	812.7375	WQAV305	Voice	866.1875	821.1875	WQBC531	Voice
857.9875	812.9875	WQAV305	Voice	867.0375	822.0375	WQBC531	Voice
858.3625	813.3625	WQAV305	Voice	867.7125	822.7125	WQBC531	Voice
858.4875	813.4875	WQAV305	Voice	868.1875	823.1875	WQBC531	Voice
858.7375	813.7375	WQAV305	Voice	868.7625	823.7625	WQBC531	Voice
858.9875	813.9875	WQAV305	Voice	866.0125	821.0125	WPIR943	Conv
859.3625	814.3625	WQAV305	Voice	866.5125	821.5125	WPIR943	Conv
859.4375	814.4375	WQAV305	Voice	867.0125	822.0125	WPIR943	Conv
859.4875	814.4875	WQAV305	Voice	867.5125	822.5125	WPIR943	Conv
859.7125	814.7125	WQAV305	Voice	868.0125	823.0125	WPIR943	Conv
859.7375	814.7375	WQAV305	Voice	866.0875	821.0875	WPDU292	Cntl/Voice
859.9875	814.9875	WQAV305	Voice	866.3375	821.3375	WPDU292	Cntl/Voice
860.2375	815.2375	WQAV305	Cntl/Voice	866.5875	821.5875	WPDU292	Cntl/Voice
860.4875	815.4875	WQAV305	Cntl/Voice	866.7125	821.7125	WPDU292	Cntl/Voice
860.7375	815.7375	WQAV305	Cntl/Voice	866.8375	821.8375	WPDU292	Voice
860.9875	815.9875	WQAV305	Cntl/Voice	867.0875	822.0875	WPDU292	Voice
860.4875	815.4875	KNJH368	Cntl/Voice	867.3375	822.3375	WPDU292	Voice
860.7375	815.7375	KNJH368	Cntl/Voice	868.2125	823.2125	WPDU292	Voice
860.9875	815.9875	KNJH368	Cntl/Voice	868.7125	823.7125	WPDU292	Voice
860.2375	815.2375	KNJH368	Cntl/Voice	868.0625	823.0625	WQBC532	Voice
856.4875	811.4875	KNJH368	Voice	866.6875	821.6875	WQBC532	Voice
856.7375	811.7375	KNJH368	Voice	866.1875	821.1875	WQBC532	Voice
857.7375	812.7375	KNJH368	Voice	867.0375	822.0375	WQBC532	Voice
858.7375	813.7375	KNJH368	Voice	867.7125	822.7125	WQBC532	Voice
859.7375	814.7375	KNJH368	Voice	868.1875	823.1875	WQBC532	Voice
857.4875	812.4875	KNJH368	Voice	868.7625	823.7625	WQBC532	Voice

School Board of Broward County is Licensee for Call Signs: WQBC531, WQBC532. City of Hollywood is Licensee for Call Signs: WPDU292, WPIR943. Broward County Board of County Commissioners is Licensee for Call Signs: WPML771, WNPH750, KNJH368, WQAV305. All these call signs are tabulated in the Frequency and Call Sign Listing because the frequencies are all distributed among the wide coverage area multisite public safety trunking system covering the geography of Broward County FL, and shared via local agreements among the three licensees and other dispatch supported users.

System Description

Type of Technology	Smart zone
Number of Sites impacted by Rebanding	0
Total Quantity of Stations	0
Number of Control Channels impacted by Rebanding	0
Number of Failsoft Channels impacted by Rebanding	0
Number of subscriber units on impacted Failsoft Channels	ALL
What is the transmitter combining scheme	To be determined
Number of mobile units used for day-to-day communications covered by this RFPF (used to calculate per unit cost); including control stations, data devices and SCADA units	2075
Number of portable 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
Number of sites to be inventoried under this RFPF	0
Number of entities using the 800 MHz system being reconfigured	2



Subsystem Descriptions

MOSCAD Fire Alerting / Waste Water Management / Other applications	0
Quantity of radio linked MOSCAD RTUs and Centrals	0
Underground sub system networks (Beyond the scope of normal BDA applications such as mines, railway systems, emergency communications facilities)	0
Other	0

Interoperability Descriptions

Adjacent jurisdictions / other licensees with interoperable agreements with this system owner. Quantities of radios in use on the adjacent system impacted by the change of frequencies on this system	Broward County SmartZone System
	BSO Sheriff's Office
	City of Hollywood
	Cities of Fort Lauderdale & Pompano Beach
	Cities of Coral Springs & Margate
	City of Plantation
	City of Coconut Creek
	Cities of Lauderhill, Sunrise, Tamarac
	Cities of Miramar, Pembroke Pines
Any special customer requirements we are aware of that the customer would want included Such as (This customer wants to have the interoperable area with multiple systems rebanded as one effort to avoid multiple reprogramming efforts)	Not applicable
Any additional information that is relevant to calculation a cost for retuning the system.	Fixed Equipment and Infrastructure operating on frequencies licensed to School Board of Broward County are all under the management and control of the Broward Sheriff's Office, and will be analyzed for site IM and for rebanding reconfiguration under projects assigned to BSO via Broward County Board of Commissioners. Infrastructure effort in this proposal is for the eight School Board dispatch locations with System Management Terminals, as indicated in system inventory summary.

Other non-licensee users on the system & subscriber quantities – all subscriber quantities are included in System Summary and Inventory Tables

School Board of Broward County

System Inventory

This is a customer provided, non-audited, inventory estimate for purposes of quoting.

Total number of IR Tx/Rx sites in the system	0
Total number of Simulcast Tx/Rx sites in the system	0
Total number of Rx sites in the system	0
Total number of IR Base Stations / Repeaters in System to be rebanded	0
Total number of Simulcast Base Stations / Repeaters in System to be rebanded	0
Total number of conventional Base Stations / Repeaters in System to be rebanded	0
Total Number of Rx only stations in System to be rebanded	0
Total number of Transmit Combiners in System	0
Number of Antennas that need replaced	0
Number of NM clients in the system	8
Number of Zones in the system	0
Number of master sites	0
Number of controllers in System	0
Total number of Tx Combiner Post filters to be replaced	0
Number of CEBs in the system	0
Total number of local operator positions in the system	0
Total number of remote operator positions in the system	0
Total number of dispatch centers	0
Number of control stations (Includes MOSCAD RTU and Central radios)	25
Number of mobiles	2075
Number of portables	500
Number of Interoperability Users - Subscribers	0
Total number of Rx Multicouplers in System	0
Total number of BDA's in the system	3
Total number of Programming Templates including interoperability agencies	40
Total number of all other stations (not including rebanded stations) on all sites for IM study	0

**Consent to Release Information
By Rebanding Licensee**

School Board of Broward County ("Licensee") is in the process of reconfiguring its 800 MHz communications system as required by the FCC pursuant to its August 6, 2004, Report and Order FCC 04-168, and related supplemental orders. In furtherance of Licensee's reconfiguration activities, it has received information from (or shared information with) Motorola, Inc., Sprint Nextel, and the Transition Administrator. To promote efficiencies in completing Licensee's reconfiguration process, Motorola, Sprint Nextel and/or the Transition Administrator may need to communicate with each other. Therefore, Licensee hereby consents to Motorola, Sprint Nextel and/or the Transition Administrator communicating in writing directly with each other about Motorola's proposed or actual involvement in reconfiguring Licensee's system, provided that Licensee receives a copy of each communication. By way of example, this consent would apply to questions from Sprint Nextel or the Transition Administrator about reconfiguring Licensee's system, and Motorola's answers to the questions.

By: _____

Title: _____

Date: _____



Motorola 800 MHz Rebanding Project
School Board of Broward County
Acceptance Certificate

CERTIFICATE OF COMPLETION FOR PLANNING FUNDING WORK

Licensee Name: _____

Deal Number: _____

School Board of Broward County agrees that all items detailed in the Scope of Work for Preparation of Estimate for Planning Funding have been completed and the quote to perform has been received by Licensee Representative below.

Licensee Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____

☐ This signed certificate authorizes Motorola to bill for the value of the milestone payment as detailed in the Planning Funding Agreement, and it indicates the Licensee's agreement to forward acknowledgement to Sprint Nextel upon receipt and verification of invoice.