437

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

FROM: Public Safety Enterprise Communication Project Executive Steering Committee

SUBMITTAL DATE: January 25, 2011

SUBJECT: Nextel Rebanding Agreement and Motorola Contract Amendment

RECOMMENDED MOTION: That the Board of Supervisors:

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

Colleen Walker

Colleen Walker for Sheriff-Coroner-PA Stan Sniff

John Hawkins, Chief, County Fire

Nathan J. Coldney, Chief Information Officer

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

SOURCE OF FUNDS: Payment from Nextel

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION: APPROVE

BY: Serena Chow

Serena Chow

County Executive Office Signature

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY [signature] 1/27/11
SAMUEL WONG

Departmental Concurrence

Purchasing: Mark Seiler, Assistant Director

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

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

3.24

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

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

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

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

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

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

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

Attachment A

Increase estimated revenue:

30120-1105100000-781120	Rebates and refunds	$3,057,805

Increase appropriations:

30120-1105100000-551100	Contributions to other county funds	$3,057,805

FREQUENCY RECONFIGURATION AGREEMENT

THIS FREQUENCY RECONFIGURATION AGREEMENT (this "Agreement") is made as of this ____ day of __________, 2011("Effective Date"), by and between **The County of Riverside**, located in the State of California ("Incumbent", "Riverside County" or "County"), and **Nextel of California, Inc.** ("Nextel"), a wholly owned indirect subsidiary of Sprint Nextel Corp., a Kansas corporation (each is referred to in this Agreement as a "Party" and collectively as the "Parties").

RECITALS

A. On August 6, 2004, the Federal Communications Commission ("FCC") issued a report and order that modified its rules governing the 800 MHz band. The purpose of the order was to reconfigure the 800 MHz band to minimize harmful interference to public safety radio communications systems in the band ("Reconfiguration").

B. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration. The August 6, 2004 and December 22, 2004 FCC orders, any binding actions issued by the transition administrator appointed pursuant to the Order (the "Transition Administrator") pursuant to its delegated authority under the orders ("Actions"), and any supplemental FCC orders in the Reconfiguration proceeding or subsequent Actions after the date of this Agreement (to include the FCC's or TA's authorization or permitting of transactions contemplated by this Agreement that might otherwise be inconsistent with ordinary practices in connection with Reconfiguration), are collectively referred to as the "Order."

C. Pursuant to the Order, Incumbent and Nextel are licensed on frequency allocations subject to Reconfiguration.

D. Pursuant to and in accordance with the Order, Nextel will pay Incumbent an amount (the "Ordinary Reconfiguration Cost") to effect a reconfiguration (the "Ordinary Reconfiguration") of Incumbent's affected frequency allocation used by Incumbent's existing 800 MHz educational channel (the "Educational Channel"). Nextel will also pay Incumbent an amount (the "700 MHz Conversion Cost") to effect a reconfiguration of the Incumbent's operations on other 800 MHz frequencies that are subject to Reconfiguration to operation on the 700 MHz Replacement Frequencies. The 700 MHz Conversion Cost will include such modifications (the "700 MHz Conversion") of the PSEC System (as defined below) as are necessary or advisable to convert (including the re-engineering, reassessment/remedying of interference, relicensing and re-equipping of) the PSEC System from its earlier contemplated operation as an 800 MHz system to operation on the 700 MHz Replacement Frequencies and performance in accordance with the terms and specifications of the PSEC System purchase contract (as modified from time to time, the "System Contract") and the other moves to 700 MHz frequencies described in recital E below, provided that the 700 MHz Conversion Cost shall not exceed $7,262,991.50 plus an amount (the "General Contingency Amount") equal to $500,000.00. Payment by Nextel of the 700 MHz Conversion Cost shall be in lieu of reimbursement to Incumbent of the expense that would have been required to effect a reconfiguration to other 800 MHz frequencies of Incumbent's affected frequency allocations that are listed in recital E below. The Ordinary Reconfiguration Cost and the 700 MHz Conversion Cost are collectively referred to as the "Reconfiguration Cost". Subject to the clarification that, with respect to the 700 MHz Conversion, the "existing facilities" to which the reconfigured PSEC System is to be comparable to those of the earlier contemplated PSEC System operating on 800 MHz frequencies in accordance with the System Contract (the "Alternative System"), Incumbent will certify to the Transition Administrator that the

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

E. The purpose of this Agreement is to set forth the parameters of the Reconfiguration for the channels both licensed and operated by Incumbent. This Agreement also describes the move of all of Incumbent's non-mutual aid 800 MHz channels to 700 MHz frequencies and Nextel's reimbursement to facilitate that move. The NPSPAC channels licensed to Incumbent will move to 700 MHz frequencies. All of the State of California and national mutual aid channels that Riverside County operates are licensed to the State of California, and they will be retuned to new 800 MHz frequencies. The channels to be moved to 700 MHz frequencies fall into three categories:

   i. the existing EDACS trunked channels which had been planned for a new P25 network,

   ii. the conventional NPSPAC channels, and

   iii. the interleaved conventional 800 MHz channels currently in use and planned for the new data network and will not require Replacement Frequencies, but will require data channel equivalent bandwidth from the 700 MHz allocations.

The one exception to the move to the 700 MHz spectrum is the call sign WNFM372. This call sign contains one frequency (852.4375 MHz) operating at two sites. This call sign is operated by the Education Department and will be retuned within the 800-MHz spectrum as the Ordinary Reconfiguration.)

F. It is anticipated that moving substantially all of Incumbent's 800 MHz channels to 700 MHz channels will:

   i. provide greater flexibility in formulating a new 800 MHz Mexican Border band plan that will successfully separate commercial and public safety users,

   ii. provide additional spectrum for public safety users in Southern California, and

   iii. allow Riverside County to expand its PSEC System network by allowing it to operate with no material adverse impact relative to performance of the Alternative System in the less-encumbered 700 MHz public safety spectrum.

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

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

AGREEMENT

1. **Frequencies to be Reconfigured**: Incumbent is the licensee under the license(s) granted by the FCC identified in Schedule A (the "Incumbent Licenses") for the operation of certain 800 MHz frequencies at the locations identified on Schedule A (the "Incumbent Frequencies"). Nextel, including its subsidiaries

or affiliates, is the licensee under license(s) granted by the FCC (the "Nextel Licenses") for the operation of Specialized Mobile Radio ("SMR") systems on the frequencies and at the locations identified in Schedule B (the "800 MHz Replacement Frequencies"). Incumbent has made application for and has received an allocation of 700 MHz frequencies from the local FCC-authorized frequency coordination committee, subject to final FCC approval, sufficient to replace its existing system with a new P25 system ("PSEC System"), with the exceptions and additional channel relocations described in Paragraph E and F of the Recitals of this Agreement, for operation using the 700 MHz spectrum, with the ultimately allocated and FCC-approved 700 MHz frequencies being the "700 MHz Replacement Frequencies"). Pursuant to the Order and in accordance with this Agreement, Incumbent shall relinquish the Incumbent Frequencies and relocate its system to the 700 MHz Replacement Frequencies and the 800 MHz Replacement Frequencies (collectively, the "Replacement Frequencies").

2. **Frequency Reconfiguration Process:**

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

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

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

3. **Incumbent Obligations and Reconfiguration Costs:**

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

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

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

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

(b) Payment Terms. In order to facilitate the Incumbent's transition to the Replacement Frequencies, Nextel will pay an amount not to exceed the Cost Estimate, including the General Contingency. Nextel will make payments in accordance with the payment terms identified on Schedule C for both payments made directly to Incumbent and payments made on behalf of Incumbent directly to each third-party service vendor identified on the Cost Estimate ("Vendor").

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

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

(iii) In the event that at or prior to the Reconciliation Date Incumbent's Actual Costs would exceed the then current Cost Estimate, Incumbent must submit a Change Notice pursuant to Section 8 of this Agreement describing the change in scope of work or costs that resulted in Incumbent's Actual Costs exceeding the Cost Estimate. Approval of any Change Notice will not be automatic but will be processed promptly in accordance with Section 8 of this Agreement. Additional payments due to Incumbent or Vendors that result from increases in the Cost Estimate prior to the Reconciliation Date or an excess of Actual Costs over the Cost Estimate, as agreed on the Reconciliation Date, will be disbursed to Incumbent or the applicable Vendor(s) within thirty (30) days of the Transition Administrator's approval of such Change Notice.

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

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

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

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

4. **Reconfiguration Equipment:** If needed in order to facilitate the Incumbent's transition to the Replacement Frequencies, Nextel will loan any equipment identified in Schedule D as "Loaned Reconfiguration Equipment" in accordance with the terms set forth on Schedule D. Any Loaned Reconfiguration Equipment will be returned to Nextel by the Incumbent prior to the Closing Date. Incumbent will fax to Nextel a copy of each bill of lading associated with a shipment of Loaned Reconfiguration Equipment, signed by an authorized representative of Incumbent and acknowledging receipt of the Loaned Reconfiguration Equipment in good working order.

5. **Retuning Cooperation:** The Parties acknowledge that the number of frequencies and locations covered by this Agreement will require the Parties to cooperate closely in performing their respective reconfiguration activities. The Parties agree that: (i) as of the Effective Date, the Incumbent may begin the reconfiguration of its subscriber units, in accordance with the appropriate sections of Schedule C and Schedule D, (ii) Incumbent may commence such other activities in accordance with Incumbent's plans, including as further detailed on Schedule C as of the Effective Date; and (iii) the Parties will agree on two schedules (collectively and except as the context may require to refer to more than one of the lettered Schedules appended as part of this Agreement, the "Schedules"), one with respect to the PSEC System (the "PSEC System Schedule") and one with respect to the Education Channel (the "Education Channel Schedule") to make remaining required FCC filings, clear the Replacement Frequencies and decommission the Incumbent Frequencies, provided that such Schedules and any changes thereto may be based on the achievement of certain milestones in the implementation of the PSEC System rather than calendar dates and shall be subject to revision in order to conform to Incumbent's schedule for the implementation of and cutover to the PSEC System as the facilities that will utilize the 700 MHz Replacement Frequencies. The Parties agree to adopt the Schedules no later than the latest of: (a) sixty (60) days from the Effective Date of this Agreement, or (b) the date established

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

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

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

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

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

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

(e) there is no pending or (to the knowledge of such Party) threatened action or claim to which the representing Party is a party or of which it has received such a threat that would have the possible effect of enjoining or preventing the consummation of this Agreement or awarding a third party damages on account of this Agreement; and

(f) to such representing Party's knowledge, all information provided to the other Party concerning the transactions contemplated by this Agreement is true and complete in all material respects.

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

7. **Covenants:** From the Effective Date until the Closing Date (defined below), each Party will promptly notify the other Party of any pending or (to the knowledge of such Party) threatened action by the FCC or any other governmental entity or third party to suspend, revoke, terminate or challenge any license described in this Agreement or to investigate the construction, operation or loading of any system authorized under such licenses. From the Effective Date until the Closing Date (i) Incumbent will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any license for the Incumbent Frequencies, provided that no agreement between Incumbent and Motorola, Inc. ("Motorola") related to

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

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

(i) a description of the scope of the proposed changes to what had been contemplated by the Cost Estimate, together with the justification for such change and

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

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

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

decommissioned, (iv) delivery by Incumbent of all receipts, invoices and other documentation necessary to substantiate the Actual Costs for which Incumbent seeks reimbursement by Nextel and signing by Incumbent and delivery to Nextel of the Reconciliation Statement and other documents necessary to complete the Reconciliation similar to those identified on Exhibit B, (v) FCC approval of the modification and/or cancellation of the FCC licenses Nextel holds for the operation of 800 MHz frequencies that are co-channels of the 800 MHz Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b), (vi) the refund to Nextel or payment to Incumbent as described in Section 3(b)(ii) (if applicable), (vii) certification by Incumbent that the PSEC System is fully deployed and operational and that the Incumbent Frequencies are no longer required by the existing system, the PSEC System or the Education Channel or any other system licensed to or operated by Riverside County and (viii) the satisfaction of all other conditions for the Closing specified in this Agreement (the "Closing Date").

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

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

(b) all of the covenants of the other Party described in Section 7 of this Agreement are performed in all material respects or any failure to have so performed shall have been cured; and

(c) execution and delivery by the other Party of Closing documents as well as any other Closing instruments and documents either Party or its counsel may reasonably request, which the Parties anticipate will be substantially in the form disclosed to Incumbent prior to the Effective Date. Incumbent will execute and deliver to Nextel a closing certification required by the Transition Administrator ("Completion Certification").

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

11. **Review Rights:** Solely for the benefit of the Transition Administrator in order to enable the Transition Administrator to comply with its audit obligations under the Order, Incumbent agrees to maintain for such purposes records and other supporting evidence related to the costs (a) that Incumbent has expended in connection with the reconfiguration contemplated by this Agreement and (b) that Nextel has paid or will pay to Incumbent pursuant to this Agreement. Incumbent agrees to maintain such records and make them reasonably available to the Transition Administrator for review or reproduction (i) until eighteen (18) months after the date of Incumbent's executed Completion Certification required by this Agreement and (ii) thereafter for a longer period only to the extent that Incumbent, for its own purposes, shall have retained and intentionally maintained ongoing ordinary access to such records. As used in this provision, "records" includes books, documents, accounting procedures and practices and other data regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form.

12. **Excluded Assets; No Assumption of Liabilities:** Nothing in this Agreement should be construed as a transfer or assignment from either Party to the other Party of any assets (including FCC licenses) except as expressly set forth in this Agreement. Other than as expressly provided in this Agreement, neither Party is obligated to assign and transfer to the other any asset, tangible or intangible, nor is either Party entitled to assume any asset, tangible or intangible. Neither Party is assuming, nor is either

Party responsible for, any liabilities or obligations of the other Party arising out of or in connection with the other Party's licenses (or related systems and facilities) that are the subject of this Agreement.

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

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

15. **Indemnification**: From and after the Closing Date, each Party (the "Indemnifying Party") will indemnify and defend the other Party, its officers, directors, employees and agents (collectively, the "Indemnified Party"), from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Costs"), asserted against, imposed upon or incurred by the Indemnified Party arising from or related to: (i) any breach of any covenant, agreement, representation or warranty of the Indemnifying Party contained in, or made pursuant to, this Agreement; or (ii) any and all liabilities (including successor liabilities) or obligations relating to periods prior to the Closing Date resulting from the Indemnifying Party's operation

of the system operated pursuant to the Incumbent Licenses or the Nextel Licenses, as applicable, or the ownership or use of those licenses or from the Indemnified Party's employment, or termination of employment, of its employees. The obligations under this Section survive the Closing for a period of three (3) years, provided that the period shall be two (2) years in the case of a breach of representations and warranties set forth in Section 6 and five (5) years in the case of a breach of the provisions of Section 13.

16. **Disputes:** The Parties agree that any dispute related to the Replacement Frequencies, Nextel's obligation to pay any cost of the reconfiguration contemplated by this Agreement, or the comparability of Incumbent's reconfigured 700 MHz PSEC System to the Incumbent's existing system is not resolved by mutual agreement, shall be resolved in accordance with the dispute resolution provisions of the Order, as it may be amended from time to time.

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

18. **Liens:** If any liens, security interests, or other similar encumbrances ("Liens") attach to any of Incumbent's facilities in favor of any vendor or service provider that is performing any reconfiguration work contemplated by this Agreement as a result of Nextel's breach of any obligation to make direct payment (to the extent such payment is not in the subject of a *bona fide* dispute by Nextel) to such vendor or services provider, Nextel upon receipt of Notice from Incumbent will cooperate with Incumbent to secure and evidence the removal of any such Liens.

19. **Vendor Performance Issues:** Incumbent will select and contract directly with any vendor or service provider performing work required to reconfigure Incumbent's Education Channel existing facilities or PSEC System to operate on the Replacement Frequencies. Neither the Transition Administrator nor Nextel will be responsible for, or assume the risk of any failure of that Vendor to perform its obligations under any contract entered into between Incumbent and such Vendor in connection with the reconfiguration contemplated by this Agreement, except that Nextel shall be responsible for any failure that is caused in whole or in part by the action or inaction of Nextel in respect to Nextel's obligations under the Order, including Nextel's failure to pay a Vendor invoice on a timely basis when presented to Nextel in accordance with Section 3(b)(i).

20. **Replaced Equipment:**

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

Equipment will pass to Incumbent at Closing and Nextel shall execute such documentation as Incumbent may reasonably request to transfer title to Incumbent free and clear of liens.

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

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

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

23. **Notices:** All notices and other communications under this Agreement must be in writing and will be deemed given at the destination specified under this Section 23 (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices are to be delivered to the Parties at the following addresses or such additional or

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

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

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

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

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

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

28. **Miscellaneous:** If any provision(s) of this Agreement is held in whole or part, to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, then such provision(s) will be deemed severable from the remainder of this Agreement, will in no way affect, impair or invalidate any other provision contained in the Agreement, and the Parties will use their commercially reasonable efforts to amend this Agreement to make the unlawful provision compliant with applicable law so as to preserve the rights and obligations of the Parties. Except as a formal written waiver may be expressly granted by the Party having a right otherwise to enforce a provision of this Agreement, no action taken pursuant to this Agreement shall be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement, including the Schedules and Exhibits hereto, constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. This Agreement is governed by the laws of the State of California without regard to conflicts of law principles thereof. This Agreement may be executed in one or more counterparts, including by facsimile, which will be effective as original agreements of the Parties executing the counterpart.

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

INCUMBENT:
The County of Riverside, California

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

NEXTEL:
Nextel of California, Inc.

By: [signature]
Name: William Jenkins
Title: VP Spectrum Reconfiguration

SCHEDULE A

Incumbent's Name: **County of Riverside, California**
Incumbent cancels or assigns to Nextel:

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

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

WNVR757	Riverside, County of	866.2375	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	866.2375	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	866.2875	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	866.2875	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	866.4500	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	866.4500	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	866.7375	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	866.7375	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	866.7875	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	866.7875	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	867.2375	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	867.2375	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	867.2875	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	867.2875	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	867.6000	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	867.6000	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	867.7375	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	867.7375	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	868.2375	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	868.2375	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	868.2875	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	868.2875	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	868.6000	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	868.6000	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	868.7375	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	868.7375	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	868.8500	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	868.8500	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	868.8750	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	868.8750	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	868.9000	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	868.9000	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	868.9500	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNVR757	Riverside, County of	868.9500	33' 48' 7.1' N	116' 13' 31' W	INDIO	CA	9/17/2011
WNXS730	Riverside, County of	866.2875	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	866.2875	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	866.3125	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	866.3125	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	866.8125	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011

WNXS730	Riverside, County of	866.8125	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	867.3125	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	867.3125	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	867.7625	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	867.7625	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	867.7875	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	867.7875	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	867.8125	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	867.8125	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	868.2875	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	868.2875	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	868.3125	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	868.3125	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	868.7625	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	868.7625	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	868.7875	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	868.7875	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	868.8125	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WNXS730	Riverside, County of	868.8125	33' 32' 45.1' N	116' 28' 10' W	PALM DESERT	CA	12/5/2011
WPJQ948	Riverside, County of	866.2375	33' 55' 26.1' N	116' 37' 1.1' W	PALM SPRINGS	CA	9/12/2011
WPJQ948	Riverside, County of	866.2375	33' 55' 26.1' N	116' 37' 1.1' W	PALM SPRINGS	CA	9/12/2011
WPJQ948	Riverside, County of	866.7375	33' 55' 26.1' N	116' 37' 1.1' W	PALM SPRINGS	CA	9/12/2011
WPJQ948	Riverside, County of	866.7375	33' 55' 26.1' N	116' 37' 1.1' W	PALM SPRINGS	CA	9/12/2011
WPJQ948	Riverside, County of	867.2375	33' 55' 26.1' N	116' 37' 1.1' W	PALM SPRINGS	CA	9/12/2011
WPJQ948	Riverside, County of	867.2375	33' 55' 26.1' N	116' 37' 1.1' W	PALM SPRINGS	CA	9/12/2011
WPJQ948	Riverside, County of	867.7375	33' 55' 26.1' N	116' 37' 1.1' W	PALM SPRINGS	CA	9/12/2011
WPJQ948	Riverside, County of	867.7375	33' 55' 26.1' N	116' 37' 1.1' W	PALM SPRINGS	CA	9/12/2011
WPJQ948	Riverside, County of	868.2375	33' 55' 26.1' N	116' 37' 1.1' W	PALM SPRINGS	CA	9/12/2011
WPJQ948	Riverside, County of	868.2375	33' 55' 26.1' N	116' 37' 1.1' W	PALM SPRINGS	CA	9/12/2011
WPJQ948	Riverside, County of	868.7375	33' 55' 26.1' N	116' 37' 1.1' W	PALM SPRINGS	CA	9/12/2011
WPJQ948	Riverside, County of	868.7375	33' 55' 26.1' N	116' 37' 1.1' W	PALM SPRINGS	CA	9/12/2011
WPJQ949	Riverside, County of	866.1000	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	866.1000	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	866.2375	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	866.2375	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	866.2875	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	866.2875	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	866.4500	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	866.4500	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011

WPJQ949	Riverside, County of	866.7375	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	866.7375	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	866.7875	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	866.7875	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	867.2375	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	867.2375	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	867.2875	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	867.2875	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	867.6000	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	867.6000	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	867.7375	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	867.7375	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	868.2375	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	868.2375	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	868.2875	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	868.2875	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	868.6000	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	868.6000	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	868.7375	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	868.7375	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	868.8500	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	868.8500	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	868.8750	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	868.8750	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	868.9000	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	868.9000	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	868.9500	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ949	Riverside, County of	868.9500	33' 39' 19.1' N	115' 59' 9.9' W	INDIO	CA	9/12/2011
WPJQ950	Riverside, County of	866.2375	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	866.2375	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	866.2875	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	866.2875	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	866.7375	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	866.7375	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	866.7875	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	866.7875	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	867.2375	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	867.2375	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	867.2625	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011

WPJQ950	Riverside, County of	867.2625	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	867.2875	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	867.2875	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	867.3125	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	867.3125	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	867.7375	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	867.7375	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	867.7625	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	867.7625	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	867.7875	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	867.7875	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	868.2375	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	868.2375	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	868.2625	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	868.2625	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	868.2875	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	868.2875	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	868.7125	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	868.7125	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	868.7375	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	868.7375	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	868.7625	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	868.7625	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	868.7875	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	868.7875	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	868.8125	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ950	Riverside, County of	868.8125	33' 47' 43.1' N	117' 36' 30.2' W	CORONA	CA	9/12/2011
WPJQ951	Riverside, County of	866.3125	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	866.3125	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	866.7875	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	866.7875	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	866.8125	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	866.8125	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	867.2875	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	867.2875	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	867.3125	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	867.3125	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	867.7625	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	867.7625	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011

WPJQ951	Riverside, County of	867.8125	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	867.8125	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	868.2625	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	868.2625	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	868.3125	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	868.3125	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	868.8125	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ951	Riverside, County of	868.8125	33' 54' 51.1' N	117' 0' 4.1' W	BEAUMONT	CA	9/12/2011
WPJQ952	Riverside, County of	866.2125	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	866.2125	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	866.2625	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	866.2625	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	866.7125	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	866.7125	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	866.7625	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	866.7625	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	867.2125	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	867.2125	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	867.2625	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	867.2625	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	867.7125	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	867.7125	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	867.7875	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	867.7875	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	868.2125	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	868.2125	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	868.2625	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	868.2625	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	868.7125	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	868.7125	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	868.7875	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ952	Riverside, County of	868.7875	34' 1' 20.1' N	117' 17' 47' W	GRAND TERRACE	CA	9/12/2011
WPJQ954	Riverside, County of	866.2875	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	866.2875	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	866.3125	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	866.3125	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011

WPJQ954	Riverside, County of	866.8125	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	866.8125	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	867.3125	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	867.3125	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	867.7625	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	867.7625	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	867.8125	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	867.8125	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	868.2875	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	868.2875	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	868.3125	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	868.3125	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	868.7625	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	868.7625	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	868.8125	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ954	Riverside, County of	868.8125	33' 37' 46' N	116' 50' 51' W	HEMET	CA	9/12/2011
WPJQ955	Riverside, County of	866.2375	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	866.2375	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	866.2875	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	866.2875	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	866.3125	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	866.7375	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	866.7375	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	866.7875	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	866.7875	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	866.8125	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	867.2375	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	867.2375	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	867.2625	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	867.2875	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	867.2875	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	867.3125	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	867.7375	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	867.7375	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	867.7625	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011
WPJQ955	Riverside, County of	867.7875	33' 36' 8' N	117' 20' 37' W	LAKE ELSINORE	CA	9/12/2011

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

WPSU476	Riverside, County of	867.7625	33' 55' 37' N	116' 52' 29' W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	867.8125	33' 55' 37' N	116' 52' 29' W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	867.8125	33' 55' 37' N	116' 52' 29' W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	868.2875	33' 55' 37' N	116' 52' 29' W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	868.2875	33' 55' 37' N	116' 52' 29' W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	868.3125	33' 55' 37' N	116' 52' 29' W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	868.3125	33' 55' 37' N	116' 52' 29' W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	868.7625	33' 55' 37' N	116' 52' 29' W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	868.7625	33' 55' 37' N	116' 52' 29' W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	868.8125	33' 55' 37' N	116' 52' 29' W	BANNING	CA	8/2/2011
WPSU476	Riverside, County of	868.8125	33' 55' 37' N	116' 52' 29' W	BANNING	CA	8/2/2011
WPSY302	Riverside, County of	866.2125	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	866.2125	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	866.2625	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	866.2625	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	866.7125	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	866.7125	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	866.7625	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	866.7625	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	867.2125	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	867.2125	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	867.2625	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	867.2625	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	867.7125	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	867.7125	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	867.7875	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	867.7875	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	868.2125	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	868.2125	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	868.2625	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	868.2625	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	868.7125	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	868.7125	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	868.7875	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSY302	Riverside, County of	868.7875	33' 49' 44.1' N	117' 29' 30' W	CORONA	CA	8/7/2011
WPSZ540	Riverside, County of	866.2375	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	866.2375	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	866.2875	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	866.2875	33' 40' 4.1' N	117' 19' 57' W	LAKE	CA	8/13/2011

					ELSINORE		
WPSZ540	Riverside, County of	866.7375	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	866.7375	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	866.7875	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	866.7875	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	867.2375	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	867.2375	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	867.2875	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	867.2875	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	867.7375	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	867.7375	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	868.2375	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	868.2375	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	868.2875	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	868.2875	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	868.7375	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ540	Riverside, County of	868.7375	33' 40' 4.1' N	117' 19' 57' W	LAKE ELSINORE	CA	8/13/2011
WPSZ582	Riverside, County of	866.2375	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	866.2375	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	866.2875	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	866.2875	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	866.7375	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	866.7375	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	866.7875	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	866.7875	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	867.2375	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	867.2375	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	867.2875	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	867.2875	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	867.7375	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	867.7375	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	868.2375	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	868.2375	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	868.2875	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	868.2875	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	868.7375	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011
WPSZ582	Riverside, County of	868.7375	33' 35' 36' N	117' 8' 53' W	MURRIETA	CA	8/14/2011

WPSZ584	Riverside, County of	866.2875	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	866.2875	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	866.3125	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	866.3125	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	866.8125	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	866.8125	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	867.3125	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	867.3125	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	867.7625	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	867.7625	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	867.8125	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	867.8125	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	868.2875	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	868.2875	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	868.3125	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	868.3125	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	868.7625	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	868.7625	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	868.8125	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ584	Riverside, County of	868.8125	33' 49' 49.5' N	116' 57' 14.6' W	SAN JACINTO	CA	8/14/2011
WPSZ601	Riverside, County of	866.2125	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	866.2125	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	866.2625	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	866.2625	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	866.7125	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	866.7125	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	866.7625	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	866.7625	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	867.2125	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	867.2125	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	867.2625	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	867.2625	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	867.7125	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	867.7125	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	867.7875	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	867.7875	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	868.2125	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	868.2125	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	868.2625	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011

WPSZ601	Riverside, County of	868.2625	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	868.7125	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	868.7125	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	868.7875	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ601	Riverside, County of	868.7875	33' 55' 11.1' N	117' 31' 37.2' W	NORCO	CA	8/14/2011
WPSZ615	Riverside, County of	866.1000	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	866.1000	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	866.2375	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	866.2375	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	866.2875	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	866.2875	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	866.4500	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	866.4500	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	866.7375	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	866.7375	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	866.7875	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	866.7875	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	867.2375	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	867.2375	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	867.2875	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	867.2875	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	867.6000	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	867.6000	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	867.7375	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	867.7375	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	868.2375	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	868.2375	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	868.2875	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	868.2875	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	868.6000	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	868.6000	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	868.7375	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	868.7375	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	868.8500	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	868.8500	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011

WPSZ615	Riverside, County of	868.8750	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	868.8750	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	868.9000	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	868.9000	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	868.9500	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPSZ615	Riverside, County of	868.9500	33' 52' 3.1' N	116' 26' 1' W	THOUSAND PALMS	CA	8/14/2011
WPTD600	Riverside, County of	866.2125	33' 45' .1' N	114' 31' 29' W	BLYTHE	CA	9/5/2011
WPTD600	Riverside, County of	866.2125	33' 45' .1' N	114' 31' 29' W	BLYTHE	CA	9/5/2011
WPTD600	Riverside, County of	866.2625	33' 45' .1' N	114' 31' 29' W	BLYTHE	CA	9/5/2011
WPTD600	Riverside, County of	866.2625	33' 45' .1' N	114' 31' 29' W	BLYTHE	CA	9/5/2011
WPTD600	Riverside, County of	866.7125	33' 45' .1' N	114' 31' 29' W	BLYTHE	CA	9/5/2011
WPTD600	Riverside, County of	866.7125	33' 45' .1' N	114' 31' 29' W	BLYTHE	CA	9/5/2011
WPTD600	Riverside, County of	867.2125	33' 45' .1' N	114' 31' 29' W	BLYTHE	CA	9/5/2011
WPTD600	Riverside, County of	867.2125	33' 45' .1' N	114' 31' 29' W	BLYTHE	CA	9/5/2011
WPTD600	Riverside, County of	867.2625	33' 45' .1' N	114' 31' 29' W	BLYTHE	CA	9/5/2011
WPTD600	Riverside, County of	867.2625	33' 45' .1' N	114' 31' 29' W	BLYTHE	CA	9/5/2011
WPTD600	Riverside, County of	867.7125	33' 45' .1' N	114' 31' 29' W	BLYTHE	CA	9/5/2011
WPTD600	Riverside, County of	867.7125	33' 45' .1' N	114' 31' 29' W	BLYTHE	CA	9/5/2011
WPTD600	Riverside, County of	868.2125	33' 45' .1' N	114' 31' 29' W	BLYTHE	CA	9/5/2011
WPTD600	Riverside, County of	868.2125	33' 45' .1' N	114' 31' 29' W	BLYTHE	CA	9/5/2011
WPTD600	Riverside, County of	868.7125	33' 45' .1' N	114' 31' 29' W	BLYTHE	CA	9/5/2011
WPTD600	Riverside, County of	868.7125	33' 45' .1' N	114' 31' 29' W	BLYTHE	CA	9/5/2011
WPTD601	Riverside, County of	866.2125	33' 39' 19.1' N	115' 27' 15' W	DESERT CENTER	CA	9/5/2011
WPTD601	Riverside, County of	866.2125	33' 39' 19.1' N	115' 27' 15' W	DESERT CENTER	CA	9/5/2011
WPTD601	Riverside, County of	866.2625	33' 39' 19.1' N	115' 27' 15' W	DESERT CENTER	CA	9/5/2011
WPTD601	Riverside, County of	866.2625	33' 39' 19.1' N	115' 27' 15' W	DESERT CENTER	CA	9/5/2011
WPTD601	Riverside, County of	866.7125	33' 39' 19.1' N	115' 27' 15' W	DESERT CENTER	CA	9/5/2011
WPTD601	Riverside, County of	866.7125	33' 39' 19.1' N	115' 27' 15' W	DESERT CENTER	CA	9/5/2011
WPTD601	Riverside, County of	867.2125	33' 39' 19.1' N	115' 27' 15' W	DESERT CENTER	CA	9/5/2011
WPTD601	Riverside, County of	867.2125	33' 39' 19.1' N	115' 27' 15' W	DESERT CENTER	CA	9/5/2011
WPTD601	Riverside, County of	867.2625	33' 39' 19.1' N	115' 27' 15' W	DESERT CENTER	CA	9/5/2011
WPTD601	Riverside, County of	867.2625	33' 39' 19.1' N	115' 27' 15' W	DESERT CENTER	CA	9/5/2011
WPTD601	Riverside, County of	867.7125	33' 39' 19.1' N	115' 27' 15' W	DESERT CENTER	CA	9/5/2011
WPTD601	Riverside, County of	867.7125	33' 39' 19.1' N	115' 27' 15' W	DESERT CENTER	CA	9/5/2011
WPTD601	Riverside, County of	868.2125	33' 39' 19.1' N	115' 27' 15' W	DESERT CENTER	CA	9/5/2011
WPTD601	Riverside, County of	868.2125	33' 39' 19.1' N	115' 27' 15' W	DESERT CENTER	CA	9/5/2011

WPTD601	Riverside, County of	868.7125	33' 39' 19.1' N	115' 27' 15' W	DESERT CENTER	CA	9/5/2011
WPTD601	Riverside, County of	868.7125	33' 39' 19.1' N	115' 27' 15' W	DESERT CENTER	CA	9/5/2011
WPTM904	Riverside, County of	866.2125	33' 36' 50' N	114' 46' 10' W	BLYTHE	CA	11/2/2011
WPTM904	Riverside, County of	866.2125	33' 36' 50' N	114' 46' 10' W	BLYTHE	CA	11/2/2011
WPTM904	Riverside, County of	866.2625	33' 36' 50' N	114' 46' 10' W	BLYTHE	CA	11/2/2011
WPTM904	Riverside, County of	866.2625	33' 36' 50' N	114' 46' 10' W	BLYTHE	CA	11/2/2011
WPTM904	Riverside, County of	866.7125	33' 36' 50' N	114' 46' 10' W	BLYTHE	CA	11/2/2011
WPTM904	Riverside, County of	866.7125	33' 36' 50' N	114' 46' 10' W	BLYTHE	CA	11/2/2011
WPTM904	Riverside, County of	867.2125	33' 36' 50' N	114' 46' 10' W	BLYTHE	CA	11/2/2011
WPTM904	Riverside, County of	867.2125	33' 36' 50' N	114' 46' 10' W	BLYTHE	CA	11/2/2011
WPTM904	Riverside, County of	867.2625	33' 36' 50' N	114' 46' 10' W	BLYTHE	CA	11/2/2011
WPTM904	Riverside, County of	867.2625	33' 36' 50' N	114' 46' 10' W	BLYTHE	CA	11/2/2011
WPTM904	Riverside, County of	867.7125	33' 36' 50' N	114' 46' 10' W	BLYTHE	CA	11/2/2011
WPTM904	Riverside, County of	867.7125	33' 36' 50' N	114' 46' 10' W	BLYTHE	CA	11/2/2011
WPTM904	Riverside, County of	868.2125	33' 36' 50' N	114' 46' 10' W	BLYTHE	CA	11/2/2011
WPTM904	Riverside, County of	868.2125	33' 36' 50' N	114' 46' 10' W	BLYTHE	CA	11/2/2011
WPTM904	Riverside, County of	868.7125	33' 36' 50' N	114' 46' 10' W	BLYTHE	CA	11/2/2011
WPTM904	Riverside, County of	868.7125	33' 36' 50' N	114' 46' 10' W	BLYTHE	CA	11/2/2011
WPWE570	Riverside, County of	866.2375	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	866.2375	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	866.2875	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	866.2875	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	866.7375	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	866.7375	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	866.7875	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	866.7875	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	867.2375	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	867.2375	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	867.2875	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	867.2875	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	867.7375	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	867.7375	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	868.2375	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	868.2375	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	868.2875	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	868.2875	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012

WPWE570	Riverside, County of	868.7375	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWE570	Riverside, County of	868.7375	33' 44' 14' N	117' 25' 23' W	LAKE ELSINORE	CA	10/29/2012
WPWG961	Riverside, County of	866.6000	33' 58' 40' N	117' 22' 26' W	RIVERSIDE	CA	11/14/2012
WPWG961	Riverside, County of	866.6000	33' 58' 40' N	117' 22' 26' W	RIVERSIDE	CA	11/14/2012
WPWG961	Riverside, County of	867.1000	33' 58' 40' N	117' 22' 26' W	RIVERSIDE	CA	11/14/2012
WPWG961	Riverside, County of	867.1000	33' 58' 40' N	117' 22' 26' W	RIVERSIDE	CA	11/14/2012
WPWG961	Riverside, County of	867.9250	33' 58' 40' N	117' 22' 26' W	RIVERSIDE	CA	11/14/2012
WPWG961	Riverside, County of	867.9250	33' 58' 40' N	117' 22' 26' W	RIVERSIDE	CA	11/14/2012
WPWG961	Riverside, County of	868.1000	33' 58' 40' N	117' 22' 26' W	RIVERSIDE	CA	11/14/2012
WPWG961	Riverside, County of	868.1000	33' 58' 40' N	117' 22' 26' W	RIVERSIDE	CA	11/14/2012
WPWH794	Riverside, County of	866.4250	33' 36' 49.1' N	114' 35' 51.3' W	BLYTHE	CA	11/19/2012
WPWH794	Riverside, County of	866.4250	33' 36' 49.1' N	114' 35' 51.3' W			11/19/2012
WPWH794	Riverside, County of	866.4250	33' 36' 49.1' N	114' 35' 51.3' W	BLYTHE	CA	11/19/2012
WPWH794	Riverside, County of	866.4250	33' 36' 49.1' N	114' 35' 51.3' W			11/19/2012
WPWH794	Riverside, County of	866.9250	33' 36' 49.1' N	114' 35' 51.3' W			11/19/2012
WPWH794	Riverside, County of	866.9250	33' 36' 49.1' N	114' 35' 51.3' W	BLYTHE	CA	11/19/2012
WPWH794	Riverside, County of	866.9250	33' 36' 49.1' N	114' 35' 51.3' W			11/19/2012
WPWH794	Riverside, County of	866.9250	33' 36' 49.1' N	114' 35' 51.3' W	BLYTHE	CA	11/19/2012
WPWH794	Riverside, County of	867.4250	33' 36' 49.1' N	114' 35' 51.3' W	BLYTHE	CA	11/19/2012
WPWH794	Riverside, County of	867.4250	33' 36' 49.1' N	114' 35' 51.3' W			11/19/2012
WPWH794	Riverside, County of	867.4250	33' 36' 49.1' N	114' 35' 51.3' W			11/19/2012
WPWH794	Riverside, County of	867.4250	33' 36' 49.1' N	114' 35' 51.3' W	BLYTHE	CA	11/19/2012
WPWH794	Riverside, County of	868.4250	33' 36' 49.1' N	114' 35' 51.3' W			11/19/2012
WPWH794	Riverside, County of	868.4250	33' 36' 49.1' N	114' 35' 51.3' W	BLYTHE	CA	11/19/2012
WPWH794	Riverside, County of	868.4250	33' 36' 49.1' N	114' 35' 51.3' W			11/19/2012
WPWH794	Riverside, County of	868.4250	33' 36' 49.1' N	114' 35' 51.3' W	BLYTHE	CA	11/19/2012
WPWM296	Riverside, County of	866.6000	33' 42' 48' N	116' 13' 15' W	INDIO	CA	12/18/2012
WPWM296	Riverside, County of	866.6000	33' 42' 48' N	116' 13' 15' W			12/18/2012
WPWM296	Riverside, County of	866.6000	33' 42' 48' N	116' 13' 15' W			12/18/2012
WPWM296	Riverside, County of	866.6000	33' 42' 48' N	116' 13' 15' W	INDIO	CA	12/18/2012
WPWM296	Riverside, County of	867.1000	33' 42' 48' N	116' 13' 15' W			12/18/2012
WPWM296	Riverside, County of	867.1000	33' 42' 48' N	116' 13' 15' W			12/18/2012
WPWM296	Riverside, County of	867.1000	33' 42' 48' N	116' 13' 15' W	INDIO	CA	12/18/2012
WPWM296	Riverside, County of	867.1000	33' 42' 48' N	116' 13' 15' W	INDIO	CA	12/18/2012
WPWM296	Riverside, County of	868.1000	33' 42' 48' N	116' 13' 15' W			12/18/2012
WPWM296	Riverside, County of	868.1000	33' 42' 48' N	116' 13' 15' W			12/18/2012
WPWM296	Riverside, County of	868.1000	33' 42' 48' N	116' 13' 15' W	INDIO	CA	12/18/2012
WPWM296	Riverside, County of	868.1000	33' 42' 48' N	116' 13' 15' W	INDIO	CA	12/18/2012
WPWM296	Riverside, County of	868.5750	33' 42' 48' N	116' 13' 15' W	INDIO	CA	12/18/2012

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

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

SCHEDULE B

Replacement Frequencies

Incumbent's Name: Riverside County, CA

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

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

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

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

WPWG961
WPWH794
WPWM296
WPWP315
WPWP316

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

WQIK945

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

WNJE985 WPGV333 WPWZ668 WQFB829

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

Riverside County will receive 800 MHz replacement frequencies for WNFM372, their single 1-120 license, as designated by the TA in the future. This call sign will be subject to an amendment to this Agreement when replacement channels can be designated by the TA.

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

SCHEDULE C

800 MHZ RECONFIGURATION

COST ESTIMATE - CERTIFIED REQUEST

Request for Reconfiguration Funding

Incumbent's Name: Riverside, County of, CA

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

Incumbent Payment Terms: Nextel will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Nextel will pay Incumbent $3,057,805.11 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). With respect to costs to be funded using the General Contingency, the tasks comprising such work require Nextel's prior written approval in accordance with Section 8(b) of this Agreement. Incumbent may elect to have up to 100% of funds for the cost of such work (up to a cumulative total of the $500,000.00 General Contingency amount) paid within 30 days of Nextel's receipt of the related invoices and associated customary verification documentation from Incumbent. Nextel will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

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

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

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

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

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

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

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

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

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

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

3. Implementation Plan: See Motorola SOW

4. Cost Estimate:

Description of Work To Be Performed	Payee(separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)
I. Subscriber Equipment Reconfiguration Education Conventional: • Connect Wireless - GTX 800 BASE (6 @ $50.00 /unit = $300.00) • Connect Wireless - MTX850 LS PORTABLE (1 @ $50.00 /unit = $50.00) • Connect Wireless - RPROGRAM BUS RADIOS TO NEW FREQUENCY - TK980 (113 @ $50.00 /unit = $5,650.00) • Cost of replacement subscriber equipment for P25 capable but not 700MHz capable units (2281) ($5,591,093.40)	(Incumbent) Riverside County	$5,597,093.40
II. Infrastructure Equipment Reconfiguration **a. Infrastructure Equipment Reconfiguration Services** ITAC Conventional: • SW Jail, French Valley (1 @ $564.79 /unit = $564.79) • Blythe Jail, Blythe (1 @ $391.01 /unit = $391.01) • RPDC, Riverside (1 @ $434.45 /unit = $434.45) • SFC, Banning (1 @ $564.79 /unit = $564.79) • Indio Jail, Indio (1 @ $304.12 /unit = $304.12) • SW Court, French Valley (1 @ $564.79 /unit = $564.79) • Indio Court, Indio (1 @ $304.12 /unit = $304.12) • FireMARS, BoxSprings Riverside (1 @ $391.01 /unit = $391.01) • Norco Conv, Pleasant Peak (1 @ $564.79 /unit = $564.79) • Jurupa Conv, Jurupa Station (1 @ $477.90 /unit = $477.90) • Box Springs (1 @ $1,045.12 /unit = $1,045.12) • Elsinore Peak (1 @ $1,088.58 /unit = $1,088.58) • Mt David (1 @ $1,088.58 /unit = $1,088.58) • Santa Rose Peak (1 @ $1,515.02 /unit = $1,515.02) • Chuckawalla (1 @ $1,349.25 /unit = $1,349.25) • Cactus City (1 @ $1,001.69 /unit =	(Incumbent) Riverside County	$15,853.39

$1,001.69) • Whitewater (1 @ $1,088.58 /unit = $1,088.58) • Big Maria (1 @ $914.80 /unit = $914.80) Indio Hills (1units) • EEPROM shipping (1 @ $500.00 /unit = $500.00) • Connect Wireless - REPROGRAM REPEATER AT SANTIAGO and Snow Peak (Ed Conv) (2 @ $100.00 /unit = $200.00) • Connect Wireless - TRAVEL TO MOUNTAIN TOP REPEATER SITES (Ed Conv) (2 units @ 4.00 hrs each @ $125.00 /hr = $1,000.00) • Connect Wireless - OPTIMIZATION/TESTING OF SYSTEM (Ed Conv) (10hrs @ $50.00 /hr = $500.00)		
b. Infrastructure Equipment Reconfiguration Equipment/Software: • RF Site Combiner (98 @ $1,520.00 /Each) • Control Station Combiners (-3 @ $9,029.60 /Each) • Control Station Combiner Duplexers (3 @ $1,813.60 /Each) • Data Modem Duplexers for Fire Stations (-103 @ $3.20 /Each) • Data Modem Duplexers for Vehicles (-995 @ $3.20 /Each) • Control Station Antennas (-80 @ $88.00 /Each) • Data Antennas for Fire Stations (-101 @ $88.00 /Each) • Voice RF Site Antennas (170 @ $1,929.75 /Each) • Data RF Site Antennas (54 @ $494.34 /Each) • Tax 8.75% (1 @ $40,479.41 /Each)	(Vendor) Motorola	$503,101.28
III. Engineering and Verification Engineering/Implementation Planning • Intermod & Interference Plan & Input documents. Must be redone (89 sites) (140 hrs to date and 20 hrs estimated to complete) (160hrs @ $190.00 /hr = $30,400.00) • Expenses (1 @ $750.00 /unit = $750.00) Engineering/Implementation Planning • Frequency Reuse Plan 2008 (228 hrs to date) (228hrs @ $175.00 /hr = $39,900.00) • Frequency Reuse Plan 2009 (164 hrs to date and 20 hrs estimated to complete) (184hrs @ $190.00 /hr = $34,960.00) • Coverage Analysis (1285 hrs to date and 223	(Vendor) Motorola	$566,760.00

hrs estimated to complete) (1508hrs @ $190.00 /hr = $286,520.00) • Redesign of RF Site Equipment & Antenna Systems (392 hrs estimated to complete) (392hrs @ $190.00 /hr = $74,480.00) • Vehicle Antenna System Design (40 hrs to date) (40hrs @ $190.00 /hr = $7,600.00) • FCC License Application Engineering for Data (440 hrs estimated to complete) (440hrs @ $190.00 /hr = $83,600.00) • FCC License Application Preparation, Monitoring, and Construction Notification (45 hrs estimated to complete) (45hrs @ $190.00 /hr = $8,550.00)		
IV. Professional Services Planning - Project Management • Fixed Project Support (38 hrs to date and 10 hrs estimated to complete) (48hrs @ $190.00 /hr = $9,120.00) • Variable Project Support (38 hrs to date and 42 hrs estimated to complete) (80hrs @ $190.00 /hr = $15,200.00) • Negotiations Support (240 hrs estimated to complete) (100hrs @ $190.00 /hr = $19,000.00) Rough Order of Magnitude Estimate Planning • Communications with Riverside County (40 hrs to date and 24 hrs estimated to complete) (64hrs @ $190.00 /hr = $12,160.00) • Identify impacted hardware and incremental cost differentials (32 hrs to date and 4 hrs estimated to complete) (36hrs @ $190.00 /hr = $6,840.00) • Prepare ROM SOW (60 hrs to date and 20 hrs estimated to complete) (80hrs @ $190.00 /hr = $15,200.00)	(Vendor) Motorola	$77,520.00
• Licensing Fees 700 MHz ($60/frequency/site) (384 @ $60.00 /unit = $23,040.00)	(Incumbent) Riverside County	$23,040.00
• Project Planning (RCC) (47hrs @ $185.00 /hr = $8,695.00)	(Incumbent) Riverside County	$8,695.00
V Contracts and Legal (KATZ Law Office P.C) • Other Expenses ($682.95) Actual invoices - General counseling and compliance. (6.0 hrs @ $625.00 /hr = $3,750.00) • Actual invoices - FRA documentation, negotiation and related advice. Motorola rebanding contract (RPIA) and Motorola	(Incumbent) Riverside County	$216,177.20

system purchase contract amendment review, comment, negotiation and advice. General counseling and compliance. No other expenses (5.25hrs @ $654.00 /hr = $3,433.50) • Actual invoices - FRA documentation, negotiation and related advice. Motorola rebanding contract (RPIA) and Motorola system purchase contract amendment review, comment, negotiation and advice. General counseling and. No other expenses (76.75 hrs @ $683.00 /hr = $52,420.25) • Actual invoices - FRA documentation, negotiation and related advice. Motorola rebanding contract (RPIA) and Motorola system purchase contract amendment review, comment, negotiation and advice. General counseling and compliance. No other expenses (146.75hrs @ $710 /hr = $104,192.50) • Additional estimated – . Contingency assumes no required regulatory waivers or exemption requests from conventional 800 MHz rebanding reporting and scheduling requirements, no additional work applicable to conventional rebanding of Education Channel, no work for subsequent System Contract or other Motorola contract amendments, no need for reconciliation advice, no mediation or dispute events, and no change notices/orders under FRA or Motorola contracts , with the legal fees for such purposes, if they should arise, to be authorized through related FRA change notices. No other expenses. Pre-FRA execution documentation, negotiation and related advice. Motorola rebanding contract (RPIA) and Motorola system purchase contract amendment review, comment, negotiation and advice. General counseling and compliance (25.0 hours@$710/hr=$17,750.00) Post-FRA execution general counseling and compliance (12.0 hrs @ estimated then current rate /hr over 24 months= $8,856.00) • Additional hours for general counseling and compliance (34hrs @ 738/hr = $25,092.00)		
VI Other Costs Engineering: • PS Query - Project Preparation-PSEC (388.85hrs @ $67.31 /hr = $26,172.33) • HRMS DW & RCIT Rate - Project	(Incumbent) Riverside County	$224,666.34

Preparation-RCIT expended (1555.755hrs @ $61.76 /hr = $96,083.92) • RCIT & PSEC - Estimated Project cost (time & Labor) (291.06hrs @ $159.96/hr = $46,557.98) • RCIT & PSEC - Support Motorola with the preparation of up to twenty-one FCC Form 601 license application packages to support a two (2) phase (voice and data), ninety-one site, 700 MHz system requirement, including one associated mobile application; assistance with drafting the Riverside County Extended Implementation Schedule; routine monitoring of FCC filings throughout the frequency coordination and/or FCC processes; drafting, filing, and monitoring of up to twenty-one FCC construction notifications (consisting of the first annual notification only for each of twenty-one call signs) following license grants. (217.5429hrs @ $159.96 /hr = $34,798.16) • Office of Education - Office of Education rebanding planning (50hrs @ $159.96 /hr = $7,998.00)Mexican border FCC requirements for PFD (83hrs @ 157.30/hr = $13,055.90)		
VII Contingency Costs Specified Contingencies: • Project Planning 10% of total time (294.2hrs @ $102.26 /hr = $30,084.89) General Contingency • $500,000 for General Contingency. Contingency expenditure requires prior approval by Sprint pursuant to Section 8(b).	(Incumbent) Riverside County	$530,084.89
Riverside County	Incumbent	$6,615,610.22
Motorola	Vendor	$1,147,381.28
Total Estimated Costs		$7,762,991.50

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

Certification

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

Signature: ______________________________

Print Name: ______________________________

Title: ______________________________

Phone Number: ______________________________

E-mail: ______________________________

Date: ______________________________

SCHEDULE D

Riverside, County of, CA

1) Reserved

2) Replacement Equipment (provided by Nextel)

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

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

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

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

4) Reserved

5) Reserved

No equipment will be sent until Incumbent requests it.

SCHEDULE E

Product Typical Values

(1) Reimbursement Equipment

The Product Typical Values for Reimbursement Equipment shall be:

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

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

(2) Replacement Equipment

[Reserved]

(3) Loaner Equipment

[Reserved]

SCHEDULE F

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

1. Pursuant to this Agreement, Riverside County will retune the State and National mutual aid channels that Riverside County operates, with the Cost Estimate to be updated to reflect related costs in accordance with Section 8 of the Agreement.

2. The contract also fixes, subject to the contingencies and assumptions described in Schedule C, the costs associated with reconfiguration of the PSEC System from 800-MHZ to 700-MHz. The Parties, in consultation with and with the encouragement of the FCC and the TA, have determined that the goals of Reconfiguration will be better served if the County abandons its currently licensed 800 MHz frequencies and locates the PSEC System on the 700 MHz band in lieu of reconfiguring for operation on replacement 800 MHz frequencies either the existing system or (on the schedule otherwise established for Mexican border-zone licensees in Southern California) the PSEC System. This Agreement therefore contemplates that as the County decommissions the existing system, the County will relocate its frequency usage for similar operations on the PSEC System to the 700 MHz band. Pursuant to this Agreement, the County will take commercially reasonable action to oblige its vendors to reconfigure the PSEC System and implement it for operation within the 700 MHz frequency band with no obligation of the Incumbent (other than in the case of the Education Channel and the national and state mutual aid channels) to reconfigure pursuant to the Order any of its 800 MHz operations to the 800 MHz frequency band.

3. In connection with changes in antenna models from those originally contemplated, there is a need to determine the impact of differences in the specifications for the changed models. This will impact at least 20 sites, and requires (a) research to identify the antennas that have similar specifications so they will deliver comparable coverage, (b) review of impacted cells and sites with Incumbent, (c) generation of voice and data coverage maps for additional Incumbent review, and (d) analysis of the tower loading impact of any antenna changes in order to identify any reductions in tower wind loading capacity below original design parameters and establish and implement the related modifications required to make those towers compliant with the original design standards. Commercially reasonable efforts will be made to choose a similar antenna to minimize any additional research or changes that must be made. As this situation developed prior to execution of this Agreement but without time to identify costs that will increase the Cost Estimate, the antenna change will be added to the Cost Estimate pursuant to Section 8 by amendment of the Agreement as promptly as possible after the required analysis can be performed.

4. Nextel will replace all P25-capable, but non-700-MHz-capable existing mobile and portable subscriber radio units for operation on the PSEC System. Currently there are 2186 units consisting of M/A-COM model M/P7100 and model M/P 5100 that will be replaced. If Incumbent does not send all replaced units to Nextel, then as stated in Section 20(b), Nextel may choose one of three options: (i) Nextel will deduct the Nextel Equipment Refund from the final payment due to Incumbent after the Reconciliation Date; (ii) Incumbent must pay Nextel the

Nextel Equipment Refund within thirty (30) days of the Reconciliation Date (if no final payment is due to Incumbent); or (iii) Nextel will deduct the portion of the Nextel Equipment Refund up to the value of the final payment due to Incumbent and Incumbent must pay Nextel the remaining Nextel Equipment Refund not covered by the final payment within thirty (30) days of the Reconciliation Date (if the final payment due Incumbent is less than the Nextel Equipment Refund). In lieu of providing replacement units for all replaced, working, existing units, Nextel will provide the amount as listed in Schedule C, which at the request of Incumbent may be in the form of a credit for the benefit of Motorola, the supplier of the replacement subscribers.

5. In connection with deployment of the PSEC System, Incumbent plans on deploying all new P25-capable, 700 MHz units and later collecting all replaced units that had been used with the existing system. No unit touches will require reimbursement, other than in the event of a need to change frequencies as a consequence of delay in the outcome of ongoing U.S-Mexico spectrum allocation negotiations that prevents Incumbent from programming into the units the replacement mutual aid frequencies at the time the units are first installed. In that instance, Nextel will reimburse Incumbent for the re-programming of the new subscriber units. Any units that Nextel has replaced will be shipped back to Sprint Nextel as provided under the Agreement. The non-P25-trunking-capable units that are replaced will not be given to any other entity and will not be re-banded. With the exception of the approximately 200 Education Channel units referred to below, the parties acknowledge that there are no other units to consider. All units will either be replaced as part of the PSEC System implementation or they will be a part of the 2186 P25-trunking-capable units that Nextel will be replacing.

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

7. For the NPSPAC conventional channels, Nextel will fund replacement of all non-700 MHz capable equipment. No coaxial cable will be replaced. The expected equipment is described in Schedule D. The exact quantities and models will be described at a later date, with the Cost Estimate to be updated to reflect related costs in accordance with Section 8 of the Agreement.

8. The Agreement also describes the parameters of moving Incumbent's Education Channel from one conventional 800 MHz frequency to a new 800 MHz. frequency (at two sites). Costs for this reconfiguration, including for subscribers and infrastructure, will be updated in the Cost Estimate once the 800 MHz Replacement Frequencies are assigned. The two-site Education Channel system and the approximately 200 subscriber units associated with it will be retuned to the 800 MHz frequencies designated by the Transition Administrator, with the Cost Estimate to be updated to reflect related costs in accordance with Section 8 of the Agreement.

9. Thirty (30) days before the subscriber unit 800 MHz frequencies need to be locked in for template creation; Incumbent will notify Nextel of the need to confirm the rebanding 800 MHz

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

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

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

ATTACHMENT 1

Exhibit A

Incumbent Information

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

I. INCUMBENT INFORMATION

Please provide the following information:

Company/Name: ______________________________

Contact: ____________________ Title: ______________

Address: ______________________________

City/State/Zip: ______________________________

Phone: ____________________ Fax: ______________

Email: ____________________

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

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

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

Name of Bank: ______________________________

Address of Bank: ______________________________

City/State/Zip: ______________________________

Bank Phone #: ______________________________

ABA (Routing #): ______________________________

Account #: ______________________________

Name on Account: ______________________________

Federal, State or Individual SS #: ______________________

Name of Brokerage Firm (if applicable): ____________________

Brokerage Account # (if applicable): ____________________

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

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

III. TAX INFORMATION

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

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

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

Local (if applicable): ______________________

Current State and County location for your principal executive office: ______________________

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

____

IV. FINANCIAL RECONCILIATION CONTACT INFORMATION (indicate one)

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

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

Financial Contact Name: ______________________

Title: ______________________

Address: ______________________

City/State/Zip: ______________________

Phone: ______________________ **Fax:** ______________________

Email: ______________________

V. REGULATORY INFORMATION

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

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

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

FRN (FCC Registration Number): ______________

ULS PASSWORD: ______________

Contact Representative for any FCC related issues:

Name: ______________

Phone Number: ______________

Contact Name: ______________

Organization: ______________

Address: ______________

City: ______________

State/Zip: ______________

Phone Number: ______________

Email Address: ______________

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

Incumbent Signature: ______________

Print Name: ______________

Title: ______________

Date: ______________

Exhibit B(1)

Reconciliation Documentation

Certification of Labor

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

Incumbent Name: ____________________________________

Signature: ____________________________________

Name: ____________________________________

Title: ____________________________________

Date: ____________________________________

Exhibit B(2)
Reconciliation Documentation

Time Sheet Documentation

DEAL ID:

DEAL NAME:

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

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

Incumbent Name: ____________________

Related Invoice #'s: ____________________

Signature: ____________________

Name: ____________________

Title: ____________________

Date: ____________________

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

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

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

Exhibit B(3)
Reconciliation Documentation

Per Unit Summary Documentation

DEAL ID:

DEAL NAME:

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

Certification

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

Incumbent Name: ____________________

Related Invoice #'s: ____________________

Signature: ____________________

Name: ____________________

Title: ____________________

Date: ____________________

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

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

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

Reconfiguration Planning and Implementation Agreement
(No Radios, Flash Kits or Non-Kit Accessories)

Motorola, Inc. ("Motorola"), whose principal address for purposes of this Agreement is 6450 Sequence Drive, San Diego, CA 92121, and the County of Riverside, California ("Customer" or "Licensee"), whose principal address for purposes of this Agreement is 4080 Lemon St., Riverside, CA 92507, enter into this Reconfiguration Planning and Implementation Agreement ("Agreement"), pursuant to which Licensee will purchase and Motorola will sell the Reconfiguration Planning Phase Services and the Reconfiguration Implementation Phase Products and Services described below. Motorola and Licensee are each also referred to herein 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 Federal Communications Commission ("FCC") issued a 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 related supplemental orders issued by the FCC, 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, and Nextel must pay relocation funds to enable affected licensees (like Licensee) to relocate and reconfigure their systems. This Agreement describes the services and products that are reasonable and necessary to re-engineer and reconfigure the not yet operational Public Safety Enterprise Communication radio system ("PSEC System") from its previously contemplated operation as an 800 MHz radio system to operation on 700 MHz replacement frequencies and performance in accordance with the terms and specifications of the System Contract (the "System Reconfiguration").

C. The FCC has appointed a Transition Administrator ("TA") to monitor and oversee that the rebanding initiative proceeds on schedule and in a planned and coordinated manner and that disruption to a licensee's system is minimized. In the TA's "Reconfiguration Handbook," the two phases to accomplish reconfiguration are described as the "Reconfiguration Planning Phase" and the "Reconfiguration Implementation Phase." In response to a similar request of Licensee from Sprint Nextel Corporation, Licensee has requested that Motorola provide Reconfiguration Planning Phase Services and Reconfiguration Implementation Phase Products and Services under this Agreement rather than separate planning and implementation agreements.

D. This Agreement describes only the Reconfiguration Planning Phase Services and the Reconfiguration Implementation Phase Products and Services that Motorola is providing to Licensee under this Agreement.

E. The Parties acknowledge that although some of the Reconfiguration Planning Phase work is well defined, additional planning work was needed to develop "rough order of magnitude" ("ROM") descriptions of Reconfiguration Implementation Phase Products and Services and the related ROM pricing. Therefore, unlike most other Reconfiguration contracts, this Agreement is **not** a firm, fixed price contract and the appended SOW specifies areas where pricing contingencies have been estimated and supplied to Nextel in order to secure Nextel's acknowledgement of estimated contingent funding responsibilities.

F. The Parties previously entered into the Public Safety Enterprise Communication Agreement dated as of January 30, 2007 (as amended from time to time, the "CSA") whereby Motorola agreed to provide to Licensee the PSEC System as an 800 MHz radio communications system.

G. This Agreement is not intended to, and does not, apply to the delivery of any products or services that are not related to the 800 MHz Reconfiguration program and that are not paid for by Nextel. If Licensee desires to purchase from Motorola products or services that are not related to these reconfiguration activities, the Parties will document that transaction in another separate contract or in a change order to or amendment of the CSA.

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

Section 1 EXHIBITS

The exhibits listed below 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 exhibits.

Exhibit A	Customized Payment Milestone Schedule
Exhibit B	Project Acceptance Certificate
Exhibit C	Statement of Work Supporting Conversion of the County of Riverside PSEC Radio System (the "Statement of Work" or "SOW")
Exhibit D	"Reconfiguration Acceptance Criteria"

Section 2 DEFINITIONS

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

2.1. "Confidential Information" and "Confidential Motorola Information" have the same meaning as respectively defined in the CSA.

2.2. "Contract Price" means then currently or as of the specified date, the aggregate price for the Reconfiguration Planning Phase Services, the Reconfiguration Implementation Phase Services, and the Reconfiguration Implementation Phase Products, less the CSA Base Costs and excluding any applicable sales or similar taxes.

2.3. "Cost Estimate" means the portion of the Licensee's FRA Schedule C cost estimate that sets forth the Reconfiguration Products and Services and their cost for purposes of Nextel reimbursement under the FRA, which is a usage not typical of other Motorola rebanding program agreements.

2.4. "CSA Base Costs" means the cost of the products that Licensee was expected to obtain through the CSA but for the occurrence of the System Reconfiguration and the resulting need to supplement or supplant such equipment hereunder with Reconfiguration Implementation Phase Products to be funded by Nextel, plus any costs of products and services for the System Reconfiguration that might have been ordered hereunder but that at the election of Licensee are the subject of a change order under the CSA the cost of which is added to the "Total Contract Price" under the CSA.

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

2.6. "*Force Majeure* Event" means an event that is beyond a Party's reasonable control. Such events may include fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of God, or acts or omissions of carriers or suppliers, as well as other causes, whether or not similar to the foregoing..

2.7. "Motorola Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights that Motorola or its affiliated company owns in and to any documents delivered by Motorola under this Agreement or any Reconfiguration Implementation Phase Products.

2.8. "Nextel" means Nextel Communications, Inc. and any other affiliate thereof, including Sprint Nextel Corporation.

2.9. "Project Acceptance" means Licensee's acceptance of the Reconfiguration Acceptance Criteria as satisfied.

2.10. "Reconfiguration Acceptance Criteria" means those criteria set forth in Exhibit D.

2.11. "Reconfiguration Implementation Phase Products" means the hardware and software to be provided by Motorola under this Agreement, as more fully described in the Statement of Work.

2.12. "Reconfiguration Implementation Phase Services" means those implementation services to be provided by Motorola under this Agreement, as more fully described in the Statement of Work; provided, however, that at the effective date of this Agreement, no such services are so described or contemplated to be provided under this Agreement as no implementation services incremental to those included in the CSA were at the time considered to be reasonably foreseeable for purposes of effecting the System Reconfiguration.

2.13. "Reconfiguration Implementation Phase Products and Services" means the Reconfiguration Implementation Phase Products and the Reconfiguration Implementation Phase Services.

2.14. "Reconfiguration Planning Phase Services" means those planning services to be provided by Motorola under this Agreement, as more fully described in the Statement of Work.

2.15. "Reconfiguration Products and Services" means the Reconfiguration Planning Phase Services and Reconfiguration Implementation Phase Products and Services.

2.16. "Riverside County Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights of the County of Riverside, California.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK.

3.1.1. General. The Parties will perform their respective contractual responsibilities in accordance with this Agreement, including the Statement of Work. Notwithstanding anything to the contrary set forth in this Agreement, nothing in this Agreement is intended to or shall modify or supersede the CSA, and to the extent that the Parties determine that the CSA must be amended to accommodate the provisions of this Agreement, such accommodation shall be effected by means of an amendment, waiver, or change order under the CSA.

3.1.1.1. Motorola's provision of the Reconfiguration Implementation Phase Products shall be deemed also to be under the CSA to the extent set forth in the CSA and Motorola's obligation under this Agreement to provide the Reconfiguration Implementation Phase Products does not create any obligation to provide duplicate Reconfiguration Implementation Phase Products, even if part of the price thereof constitutes CSA Base Costs and such Reconfiguration Implementation Phase Products are also deliverables under the CSA. Motorola's delivery of the Reconfiguration Implementation Phase Products hereunder will also constitute delivery of the same products under and subject to the CSA without duplication. Under this Agreement, Nextel will pay Motorola the Contract Price, and under the CSA, Licensee will pay Motorola the CSA Base Costs.

3.1.1.2. Scheduled performance dates are estimates that reflect diligent consideration by Motorola and Licensee of the scope and nature of the respective tasks to be accomplished, and as of the Effective Date are believed by each Party, based upon the information and experience available to that Party, to be realistic and feasible with a reasonable margin of error for possible delay. The Parties acknowledge that factors such as Licensee's operational needs and resource availability related to pursuit of public safety objectives may make it necessary or advisable for the Parties to modify the schedule to accommodate such factors, and the Parties will make all reasonable efforts to make such accommodations in a manner that strives to maintain the overall schedule and scheduled completion date, including in light of such scheduling considerations with respect to the PSEC System as a whole under the CSA.

3.1.2. Licensee Responsibilities.

3.1.2.1. Licensee will designate a project manager who will be Licensee's point of contact person. Licensee will employ reasonable efforts to cooperate with Motorola's providing the Reconfiguration Planning Phase Services and the Reconfiguration Implementation Phase Services, and will provide reasonable and timely access to

Licensee's equipment, facilities, personnel and relevant information to enable Motorola to perform its duties under this Agreement.

3.1.2.2. Licensee has contracted with Nextel in a Frequency Reconfiguration Agreement ("FRA") which, among other things, contractually obligates Nextel to pay directly to Motorola the Contract Price in accordance with the terms and conditions of the FRA. Because the Contract Price includes ROM information, the Parties expect that change orders hereunder (and similar authorizations under the FRA) will be needed during the course of this project to address matters that could not be precisely and reasonably foreseen at the time this Agreement was prepared for execution. The Contract Price will be amended by means of the change order process when more accurate and complete information, including as may impact the Cost Estimate, becomes available and in accordance with the measures required to support corresponding changes in the FRA Schedule C. Promptly after execution of the FRA, Licensee will provide to Motorola a complete copy of those portions of the FRA, including Schedules C, that expressly pertain to Motorola's services, products, pricing and payment (redacted if necessary to exclude information not pertaining to Motorola).

3.1.2.3. Licensee has submitted its Cost Estimate to Nextel and the TA, and will provide amended certified Cost Estimate(s) to Nextel and the TA if and when appropriate, including when any change order tentatively agreeable to the Parties requires a "change notice" under the FRA to amend estimated costs authorized for funding by Nextel thereunder. For the limited purpose of assisting Nextel and the TA to evaluate Licensee's Cost Estimate(s), Motorola authorizes Licensee to provide to Nextel and the TA a copy of this Agreement, including the exhibits and pricing, but such information is and remains Confidential Information of Licensee and Motorola Confidential Information as provided below in Section 13 (and pursuant to Non-Disclosure Agreements Motorola has with Nextel and the TA).

3.1.2.4. For the limited purpose of assisting Nextel and the TA to verify consistency between the Motorola rebanding products and services approved in the FRA and the Motorola rebanding products and services provided to Licensee under this Agreement, either Motorola or Licensee may provide to Nextel and the TA records showing the Motorola rebanding products ordered, shipped, delivered, etc. (or a written summary of these records), and the Motorola services performed under this Agreement, but such provision shall not prevent such records from retaining their status as Confidential Information of Licensee or Confidential Motorola Information.

3.1.3. Motorola Responsibilities. Motorola will provide the Reconfiguration Planning Phase Services and the Reconfiguration Implementation Phase Products and Services, all in accordance with this Agreement. Motorola will designate a project manager who will be Motorola's point of contact person. Motorola will employ reasonable efforts to cooperate with Licensee during the provision of Reconfiguration Planning Phase Services and the Reconfiguration Implementation Phase Services and will provide reasonable and timely access to Motorola's equipment, personnel and relevant information to enable Licensee to perform its duties under this Agreement.

3.2. CHANGE ORDERS.

3.2.1. General. Either Motorola or Licensee may request changes within the general scope of this Agreement. The requested scope change must be submitted in writing to the respective project manager of the other Party. A change order request is not effective as a change order until it is executed by each of the Parties. The Parties will negotiate in good faith any requested change order. Neither this Agreement nor any amendment hereof shall operate as an amendment or modification of the CSA, and no change order hereunder shall be deemed a change order under the CSA.

3.2.2. Reconfiguration Products and Services. If a requested change causes (or is likely to cause) an increase or decrease in the Contract Price: (1) Motorola will provide Licensee with its written estimate of: (a) the scope of the changes to the Reconfiguration Products and Services, and (b) the effect on the Contract Price due to the requested change, and (2) Licensee will perform its own analysis of the impact of the requested change on the Contract Price and the necessity of the changes, including as may be advisable for compliance with the Order and conditions for securing Nextel funding, and (3) if Licensee determines such necessity to exist and does not in its discretion determine to address such necessity through the CSA or other means, Licensee will submit to Nextel and the TA its modified FRA Cost Estimate and proposed FRA change notice or follow such other procedure as may be available under Licensee's FRA to address the relevant cost and scope of work issues. Licensee will provide to Motorola a copy of any approvals or rejections of modifications to the Cost Estimate and to the FRA by Nextel or the TA that are directly related to the subject matter of a change order proposed under this Agreement. No work may begin on a proposed change order without a "notice to proceed" (NTP) countersigned by the Motorola project manager after issuance by the Licensee project manager. The NTP will specifically state the work to be performed.

3.2.3. Change Orders Not Approved by Nextel and the TA. In addition to requiring execution by the Parties, a change order hereunder shall not be deemed effective unless and until the related change has been approved by Nextel (and if required under the FRA, the TA) and reflected in the related Schedule C.

3.3. MAINTENANCE AND SUPPORT SERVICES. Other than the warranty services described in Section 8, this Agreement does not cover any warranty, maintenance and support services.

Section 4 PERFORMANCE SCHEDULE

4.1. SCHEDULE. The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Licensee represents that it has obtained all necessary approvals (including Nextel, the TA, and if necessary, License's legislative or governing authority) and authorizes Motorola to proceed with performance in accordance with this Agreement. Motorola represents that it has committed the necessary resources to provide the Reconfiguration Planning Phase Services and the Reconfiguration Implementation Phase Products and Services in a timely manner pursuant to this Agreement.

Licensee may order a delay in scheduled delivery or other due dates by formal notice to Motorola if Licensee deems it is in Licensee's best interest, and as otherwise provided herein. If any delay ordered by Licensee causes an increase in the out-of-pocket cost of the work to be performed by Motorola under this Agreement, Licensee and Motorola shall negotiate an equitable adjustment in the pricing hereunder for any additional out-of-pocket costs incurred by Motorola. In order that payment of such costs will not be delayed by any request for reimbursement by Nextel, Licensee at its option will either (i) execute a change order that unconditionally provides for payment of such adjustment amount to Motorola under this Agreement without regard to the final sentence of Section 5.1.1, but subject to Motorola's obligations under Section 5.1.3 to the extent that Licensee pursues reimbursement of some or all of the amount from Nextel under the FRA; or (ii) execute a change order under the CSA that unconditionally provides for payment of such adjustment amount to Motorola under the CSA, but subject to Motorola's obligations under Section 5.1.3 to the extent that Licensee pursues reimbursement of some or all of the amount from Nextel under the FRA (which reimbursable amount will become the subject of a related change order under this Agreement). Failure to agree on any adjusted price shall be handled under the same type of dispute resolution process specified in Section 11.7 of the CSA. However, nothing in this provision shall excuse Motorola from delaying the delivery as formally notified.

4.2. DELAYS.

(a) Neither Motorola nor Licensee shall be liable for any loss or damage due to delay or other failure to perform hereunder, to the extent such failure results from a *Force Majeure* Event. Notwithstanding the foregoing, Motorola acknowledges that one of the principal purposes of the System is to assist County personnel in protecting the public safety during, and in response to the occurrence of, *Force Majeure* Events and that nothing in this Section 4.2 shall serve to limit or impair, or excuse the delay in or non-performance of (1) Motorola's warranties in Section 8 or Article 13 of the CSA, or (2) Motorola's obligations set forth on Attachment SCY of the CSA and the safety- and security-related provisions of SOW hereunder or Attachment SOW under the CSA, (3) any subcontractor (for purposes of this clause (3), including any material supplier to Motorola of any good or service) notwithstanding *Force Majeure* Events impacting such subcontractor, if the goods or services to be provided by such subcontractor were obtainable from other sources in sufficient time to permit Motorola timely to perform its obligations hereunder. Nothing in this Section 4.2 shall limit Licensee's remedies for a breach by Motorola of this Agreement.

(b) No delay in any provision, installation, cutover, move, change, upgrade or repair of any Reconfiguration Products and Services or other failure to perform shall be excused pursuant to this Section 4.2 unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the party claiming excusable delay or failure to perform. Each party hereto shall make all reasonable efforts to mitigate the extent of any material delay or other failure to perform and the adverse consequences thereof.

(c) In no event shall Licensee be liable to Motorola for any failure to perform hereunder that is due to Motorola's delay in supplying or failure to supply approvals, information, materials, or services called for under the terms of this Agreement, whether or not Motorola's delay or failure is excusable under this Section 4.2.

(d) Performance times under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay excusable under this Section 4.2.

(e) Motorola and Licensee shall as promptly as practicable give notice to the other party of any event the party claims is a *Force Majeure* Event and the party's estimate of such event's reasonably expected duration and impact on such party's ability to perform its obligations hereunder.

(f) As used in this Agreement, a party asserting the occurrence of a *Force Majeure* Event is presumed to have had, prior to such *Force Majeure* Event, the degree of control necessary to have been able to exercise reasonable preventative measures in light of the reasonable possibility of the occurrence of events that, due to the likelihood of their occurrence and the potential severity of their consequences, would be commercially reasonable to anticipate, plan for and mitigate both before and following their occurrence. Moreover, where the occurrence of an event is beyond the control of a party and is therefore deemed a *Force Majeure* Event, such event may cease to be deemed a *Force Majeure* Event and its continuing consequences and a party's related non-performance cease to be further excused if such party does not reasonably exercise control in responding to such event, mitigating the adverse consequences of such party's non-performance for the other party and attempting to perform its obligations hereunder at the earliest reasonable time.

(g) If a *Force Majeure* Event occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances. To the extent that Licensee (including its other contractors), Nextel or the TA (but not Motorola) delays the Performance Schedule, the Parties will execute a change order to extend the Performance Schedule and, if requested, to increase the Contract Price to compensate Motorola for all reasonable incremental charges incurred because of the delay.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE.

5.1.1. Contract Price. The Contract Price in U.S. dollars for all Reconfiguration Planning Phase Services is **$644,280.00** and for all other Reconfiguration Implementation Phase Products and Services is **$462,621.87**, for a total Contract Price of **$1,106,901.87**, excluding any applicable sales or similar taxes, as set forth in the Pricing Summary sheets in the Statement of Work, with estimated sales taxes of **$40,479.41**.[Licensee represents that at the Effective Date its Cost Estimate as approved by Nextel and the TA in the FRA is sufficient to cover the Contract Price and any applicable sales or similar taxes as so estimated. To the extent that the Contract Price is based, in part, on ROM or contingency scope of work and pricing, the Contract Price is **not** a firm, fixed price. It is possible that, despite such specified ROM information or contingencies, additional or more accurate information than is presently known will lead a Party to conclude that the Contract Price is inadequate, overestimated, or inequitable to pay for, or the Cost Estimate does not adequately describe, all of the re-engineering and reconfiguration work that is described in the Statement of Work. If this situation arises, then the Parties will use good faith efforts to address the issue by means of the change order process. However, if Licensee, Nextel, and the TA do not approve of a proposed change order hereunder and any related change notice and amendment of the FRA, and Licensee does not agree to address under a separate contract the cost of proposed Reconfiguration Products and Services that are not included in the Cost Estimate, then Motorola is not obligated to absorb any costs for Reconfiguration Products and Services to be provided in accordance with this Agreement that are in excess of the Cost Estimate.

5.1.2. Payment from Nextel; Licensee Not Liable for Contract Price. Payment of the Contract Price is to come from Nextel, and Licensee shall not be liable to pay Motorola any part of the Contract Price. 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. Nothing in this Agreement modifies Licensee's and Motorola's rights and obligations with respect to payment terms and conditions under the CSA.

5.1.3. Motorola's Protections Concerning Payment by Nextel. If reasonably requested by Motorola and otherwise not in conflict with this Agreement, Licensee will take all actions that are reasonable and necessary to secure prompt payment by Nextel to Motorola of the Contract Price in accordance with the Order and the FRA. The Parties will cooperate with each other and provide to each other, and to Nextel and the TA, such information, subject to the California Public Records Act, as is reasonable or necessary to facilitate the prompt payment of the Contract Price to Motorola or of other amounts payable under the FRA to Motorola or to or for the benefit of the Licensee. If reasonably requested by Licensee and otherwise not in conflict with this Agreement, Motorola shall take all actions that are reasonable and necessary, as well as cooperate and provide at Licensee's reasonable request information that is not Motorola's Confidential Information with respect to the subject matter of this Agreement and the Reconfiguration Products and Service, to secure for Licensee the contemplated benefits of the FRA or the Order, including to secure prompt payment by Nextel of any portion of the Contract Price that is being paid to reimburse County costs, including any direct payments from the County to Motorola that are made to Motorola in advance of any Nextel obligation to reimburse the County for such payments.

5.2. INVOICING AND PAYMENT.

5.2.1. Invoicing. Motorola will submit correct invoices to Licensee, with a copy to Nextel, in accordance with the customized payment milestones set forth in Exhibit A. Licensee represents that, at Motorola's request, Licensee has provided to Nextel a copy of this Exhibit A and has obtained Nextel's express written approval concerning it. Licensee's contact person and address for invoice purposes are: Dan P. Nila, PMP, Information Technology Officer, PSEC Program Manager, 4080 Lemon St., Riverside, CA 92507. Licensee may change this contact person or address by written notice to Motorola. Upon receipt of an invoice, Licensee will promptly (but in any event within twenty (20) calendar days) inspect the invoice, verify whether it correctly states the payment milestone, and notify Nextel in writing (via facsimile or priority overnight carrier) if Licensee approves the invoice and accepts the performance that defines the milestone (the "Approval Notification" that Nextel generally requires to be made under the FRA using its so-called "Incumbent Acknowledgement Form"). 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 or has concerns regarding any part of the invoice, Licensee will promptly give written notice to Motorola; the disapproval notice will explain the reasons for Licensee's disapproval or concerns. Motorola will promptly correct any inaccurate, incomplete or non-compliant invoice that Licensee disapproves, and resubmit the corrected invoice using the same process as described above in this paragraph.

5.2.2. Tax ID Number. Motorola's Federal Tax Identification Number is 36-1115800.

5.2.3. Audit of Licensee's Records. The Order provides that after the reconfiguration work is completed, the TA will perform an audit of Licensee's records and "true up" procedure, whereby the reconfiguration work actually performed will be examined relative to the reconfiguration work described in Licensee's Cost Estimate, and any payment adjustments will be calculated and made. During this true up procedure, Motorola and Licensee will work together in good faith and will act reasonably in order for Licensee accurately to account for the invoices from and payments to Motorola, provided that nothing in this Section 5.2.3 is intended to supersede Section 14.16 or the provisions of the CSA related to audits and disclosure of information related to invoices under the CSA. If necessary, the Parties will execute a change order to conform the scope of the actual work performed hereunder to the scope of the contracted work; this change order will be submitted for approval and may result in an increase or decrease to the Contract Price.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. Except as otherwise provided in the CSA, with which this Section 6.1 is intended to be consistent as to permits and other approvals as well as access to sites, Licensee will provide (i) any necessary construction and building permits, zoning variances, licenses, and any other approvals related to Licensee's property and equipment that are necessary to develop or use the sites or equipment; and (ii) access to the Licensee's work sites as reasonably requested by Motorola so that it may perform its duties in accordance with this Agreement.

6.2. SITE CONDITIONS. Site condition requirements are covered by the CSA.

Section 7 PROJECT ACCEPTANCE

7.1. PROJECT ACCEPTANCE. "Project Acceptance" will occur upon the Parties' confirmation of completion of the Reconfiguration Acceptance Criteria. Upon Project Acceptance, Licensee and Motorola will memorialize this event by promptly executing the Project Acceptance Certificate. When Motorola has satisfied the Reconfiguration Acceptance Criteria, it will execute and deliver to Licensee for counter-execution the Project Acceptance Certificate. If Licensee reasonably believes that the Reconfiguration Acceptance Criteria have not been satisfied, Licensee will provide to Motorola a written notice that includes the specific details of the deficiency. If Licensee does not provide to Motorola this notice within thirty (30) days after Motorola delivers to Licensee the Project Acceptance Certificate, Project Acceptance will be deemed to have occurred.

7.2. FINAL PROJECT ACCEPTANCE. "Final Project Acceptance" will occur after Project Acceptance and when all Motorola deliverables under this Agreement have been delivered to Licensee and all Motorola work under this Agreement has been completed in accordance with the Agreement, including any post-Project Acceptance punch list items. When Final Project Acceptance occurs, Licensee and Motorola will promptly memorialize the event by so indicating in the appropriate place on the Project Acceptance Certificate.

Section 8 REPRESENTATIONS AND WARRANTIES (To the extent applicable.)

8.1. EQUIPMENT, PARTS AND SOFTWARE WARRANTIES. Equipment, parts, and software warranties for Reconfiguration Implementation Phase Products are covered in the CSA.

8.2. RECONFIGURATION SERVICES WARRANTY. For ninety (90) days from the date of Project Acceptance, Motorola warrants that the Reconfiguration Planning and Implementation Phase Services were performed in a good and workmanlike manner. Nothing in this Section 8.3 is intended to modify or limit the System Warranty under the CSA, including with respect to Reconfiguration Products and Services affecting the PSEC System.

8.3. EXCLUSIONS TO EXPRESS WARRANTIES. [INTENTIONALLY OMITTED]

8.4. WARRANTY CLAIMS. To assert a warranty claim under Section 8.2, 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 service. This action will be the full extent of Motorola's liability hereunder and constitutes Licensee's sole remedy. Warranty claims related to warranty coverage under the CSA shall be pursued as provided therein, provided that Licensee may seek to address any related costs eligible for reimbursement by Nextel pursuant to the Order (including through the FRA) by means of change orders under this Agreement.

8.5. ORIGINAL END USER IS COVERED. Section 8.2 warranties are extended by Motorola only to Licensee and are not assignable or transferable.

8.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS 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. MOTOROLA MAKES NO WARRANTIES CONCERNING NON-MOTOROLA SOFTWARE. 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 8.6, THIS SECTION 8.6 DOES NOT MODIFY OR AMEND ANY PROVISIONS OF THE CSA, INCLUDING ARTICLE 13 THEREOF.

Section 9 DISPUTES

9.1. DISPUTES/ESCALATION. Except as otherwise required by the Order, (i) in the event of a dispute arising out of or relating to this Agreement, the Parties shall attempt to settle the matter amicably at the working level, and (ii) where the Parties are unable to resolve the dispute, either Party may, by notice setting out the particulars of the dispute, refer the matter to the senior management of the parties, in which case the Parties shall follow the approach to attempted resolution of the dispute described in Section 11.7 of the CSA with respect to disputes under the CSA.

Section 10 DEFAULT AND TERMINATION

10.1. GENERAL. If a Party fails to perform a material obligation under this Agreement, except for so long as a Force Majeure Event may excuse such non-performance, the other Party may consider the non-performing Party to be in default 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 within twenty (20) days a written cure plan that assures adequate performance within a period reasonably acceptable to the other Party. 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 or does not within ten (10) days of the other Party's objection to the plan persuade the non-defaulting Party of its plan's adequacy, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. Both Parties will work reasonably to mitigate damages, and Licensee and Motorola shall have the right to request the return of any of their respective Confidential Information or Confidential Motorola Information, provided that so long as customary non-disclosure provisions in favor of the Parties are executed by any successor to Motorola as a defaulting Party, such information as may be necessary to permit a successful transition to a replacement vendor shall remain available to Licensee and such replacement. The foregoing provisions with respect to failures to perform hereunder shall have no applicability to defaults under the CSA.

10.2. TERMINATION FOR NON-PAYMENT OR ABSENCE OF SECURITY. Motorola may upon thirty (30) days formal notice suspend performance of or terminate this Agreement if Nextel fails to pay when due the amounts payable to Motorola under this Agreement or if the letters of credit or other form of security provided by Nextel for rebanding program obligations expire and are not replaced. For purposes of the preceding sentence, "when due" shall mean thirty (30) days following the conclusion of Nextel's review of the amounts set forth in the related invoices that have been formally acknowledged by Licensee to Nextel in accordance with the FRA and the Order (including TA dispute resolution procedures). In the event of termination, Motorola shall be entitled to have Licensee submit for payment by Nextel the portion of the Contract Price representing all work performed and products delivered to the effective date of the termination that were included in the then current Cost Estimate, plus a change notice under the FRA to add to the cost estimate any costs reasonably incurred to unwind the Agreement. In the event Licensee seeks reimbursement from Nextel for its own similar expenses, including in connection with any dispute or negotiation arising out of the subject matter of this Agreement (or related matters under the CSA), the Motorola and Licensee project managers shall coordinate, develop, and agree on a plan to define the required effort to provide any and all reasonable assistance that the County may require of Motorola.

In addition, Motorola's duties under this Agreement are contingent upon Licensee's performance of its duties under Sections 3.1.2.2 and 3.1.2.3; if Licensee does not perform its duties under Section 3.1.2.2 and Section 3.1.2.3 at any appropriate time, then Motorola may exercise its right under this Section 10.2 to upon thirty (30) days formal notice suspend performance or terminate this Agreement, provided that no action under this Section 10.2 shall affect Licensee's or Motorola's rights and obligations under the CSA with respect to suspension or termination.

Section 11 INDEMNIFICATION

11.1. 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 and 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 Motorola Claim and pay all losses, expenses or direct damages incurred by Licensee and caused by 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. If a third party asserts a claim against both Parties, each Party will defend itself and will pay the claim 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. Notwithstanding anything to the contrary in this Section 11.1, the foregoing provisions with respect to indemnification hereunder shall have no applicability to indemnification under the CSA (even if matters within the scope of the indemnification thereunder are in any way related to Motorola's performance under this Agreement), which shall be addressed in accordance with the CSA. Concerning any Reconfiguration Implementation Phase Products, the indemnity by Motorola to Licensee, including the terms and conditions of such indemnity and Section 28.3 of the CSA, are provided under the CSA.

11.2. INTELLECTUAL PROPERTY. The provisions of Article 23 of the CSA with respect to claims alleging infringement of intellectual property rights shall apply to similar claims arising under or in connection with the subject matter of this Agreement alleging that a Reconfiguration Implementation Phase Product manufactured by Motorola or any software the owner of which is Motorola or its affiliated company infringes upon a third-party's patent or copyright, and concerning any Reconfiguration Implementation Phase Products, the indemnity by Motorola, including the terms and conditions of such indemnity, to Licensee are provided under Article 23 the CSA.

Section 12 LIMITATION OF LIABILITY

This limitation of liability provision survives the expiration or termination of the Agreement and, subject to the last sentence of Section 3.2.1 and the inapplicability of this Section 12 to any liability that may arise under the CSA, applies notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Motorola's and Licensee's respective total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, contribution, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the Contract Price. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS, 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 THE PRODUCTS, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. THIS AGREEMENT SHALL NOT SERVE TO LIMIT LIABILITY THAT MAY ARISE OUTSIDE OF THIS AGREEMENT, INCLUDING UNDER OTHER CONTRACTS BETWEEN THE PARTIES. IN THOSE CASES, THE LIABILITY AND LIABILITY LIMITATIONS SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THOSE RESPECTIVE CONTRACTS. Some states do not allow the exclusion or limitation of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply in those states to the extent that the law of those states applies. However, the Parties intend for this Section 12 to apply to the maximum extent allowed under applicable law.

Section 13 CONFIDENTIALITY AND PROPRIETARY RIGHTS

13.1. CONFIDENTIAL INFORMATION AND PUBLICITY. Unless otherwise stated in this Agreement, the rights and duties of the Parties concerning Confidential Information, Confidential Motorola Information, and publicity are set forth in the CSA. The confidentiality restrictions and obligations contained herein shall be in addition to any confidentiality restrictions or obligations contained in any protective order or confidentiality restrictions or rules issued by the FCC or the TA.

13.2. PRESERVATION OF PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict the Motorola Proprietary Rights of Motorola, any owner of Non-Motorola Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Licensee the Reconfiguration Implementation Phase Products and Services remain vested exclusively in Motorola, and this Agreement does not grant to Licensee (or Nextel) any shared development rights of intellectual property. Licensee owns and retains all of its Riverside County Proprietary Rights, and nothing in this Agreement is intended to restrict its Riverside County Proprietary Rights, ownership of all intellectual property developed, originated, or prepared by Licensee remains vested exclusively in Licensee, and this Agreement does not grant to Motorola any shared development rights of intellectual property. This Agreement does not involve the licensing or sublicensing to Motorola by Licensee of any software.

Section 14 GENERAL

14.1. TAXES. The Contract Price does not include any amount for taxes, assessments or duties, all of which is to be paid by Nextel, except as the Contract Price may be exempt by law.

14.2. ASSIGNABILITY AND SUBCONTRACTING. Assignment and subcontracting of and under this Agreement shall be on the same terms and conditions as assignment of and subcontracting under the CSA, except as set forth in the next sentence. In the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola or to the other Party, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event; provided, however, that this Agreement may only be so assigned to benefit the Separated Business if at the effectiveness of such assignment the CSA is also so assigned to benefit the Separated Business.

14.3 WAIVER. Failure or delay by a Party to exercise any right or power under this Agreement will not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power 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.

14.4. SEVERABILITY. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

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

14.6. HEADINGS AND SECTION REFERENCES. The 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.

14.7. GOVERNING LAW AND VENUE. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of California. Except as otherwise mandated by applicable law, any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California ("Superior Court") or the United States District Court located in Riverside, California and as similarly provided under the CSA with respect to venue selection.

14.8. ENTIRE AGREEMENT. This Agreement, including all Exhibits and the applicable Software License Agreement, 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 (but not the CSA or any other system sale, product sale, software license, or maintenance and support agreements). 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.

14.9. NOTICES. Notices shall be given in the same manner and to the same persons as permitted and designated under the CSA with respect to matters under the CSA, and any notice of a change of address for notices under the CSA shall also apply to this Agreement.

14.10. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules as set forth in the CSA and as if performance hereunder were under the CSA, including concerning the Reconfiguration Products and Services, performance of this Agreement or use of the System.

14.11. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents to the other that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to 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. To the best of Motorola's knowledge and belief, this Agreement and the transactions contemplated hereby are not in conflict in any material respect with any other agreements or judicial or administrative orders to which Motorola is a party or by which it may be bound.

14.12. VOLUNTARY AGREEMENT. Each Party represents and warrants 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.

14.13. NO LIENS. Motorola agrees not to place any lien or other encumbrance upon any Licensee radio system assets or any other tangible or intangible right, interest or property of Licensee in order to secure payment of the Contract Price, and to otherwise address matters related to liens and encumbrances in the same manner as provided under the CSA with respect to the PSEC System.

14.14. SURVIVAL OF TERMS. Any provision of this Agreement which contemplates performance or observance subsequent to the termination or the expiration hereof, including any renewals or extensions thereof, shall survive and continue in full force and effect, including:. Section 2 (Definitions), Section 3.4 (Software); Section 5 (Contract Price, Payment and Invoicing); Section 8 (Representations and Warranties); Section 9 (Disputes); Section 11 (Indemnification); Section 12 (Limitation of Liability); and Section 13 (Confidentiality and Proprietary Rights); and Section 14 (General). The foregoing shall not serve to limit or impair any claims with respect to any alleged breach of this Agreement prior to expiration or termination.

14.15 NO CREATION OF LICENSEE OBLIGATIONS. No contract, subcontract, or other agreement entered into by Motorola with any third party in connection with the subject matter of this Agreement shall provide for any indemnity, guarantee, or assumption of liability by, or other obligation of, Licensee with respect to such arrangement, except as expressly consented to in writing by Licensee.

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

Licensee

By: ______________________

Name: Bob Buster

Title: Chairman, Board of Supervisors
The County of Riverside

Date: ______________________

Motorola

By: Gregory I. Pfaff

Name: GREGORY I. PFAFF

Title: Nat'l Rebanding Mgr.

Date: Nov. 30, 2010

Nextel Assigned Deal Number: DL8910428363

Exhibit A

Customized Payment Milestone Schedule

The following payment milestones apply (excluding expenses, Rebanding or Upgraded Radios, and if applicable flash kits and Non-Kit Accessories):

A. Known Planning Work

Contract Execution	$644,280

B. ROM and Implementation Work

The following payment milestones apply to the Contract Price stated in Section 5.1.1 for other than Reconfiguration Phase Planning Service:

Contract Execution	35%
Staged Equipment Ordered	25%
Non-Staged Equipment Ordered*	20%
Project Acceptance**	20%

* Note: If the Non-Staged Equipment is ordered in multiple orders, then the 20% milestone may be broken into multiple components based on the value of each order relative to the total value of all orders of Non-Staged Equipment.

** Note: Depending on contingencies and other changes to the Agreement that are not presently ascertainable with certainty, this last milestone might be changed if a reserve must be established for contingency work.

Exhibit B

Project Acceptance Certificate

Licensee Name: ______________________________

Project Name: ______________________________

This Project Acceptance Certificate memorializes the occurrence of Project Acceptance. Motorola and Licensee acknowledge that:

1. The Reconfiguration Acceptance Criteria have been successfully achieved.

2. The System Reconfiguration is accepted.

Licensee Representative:

Signature: ____________________

Print Name: ____________________

Title: ____________________

Date: ____________________

Motorola Representative:

Signature: ____________________

Print Name: ____________________

Title: ____________________

Date: ____________________

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Licensee has received and accepted as satisfactory all deliverables required by Licensee as a condition for issuance of this certification, and Motorola has performed all other work required for Final Project Acceptance.

Licensee Representative:

Signature: ____________________

Print Name: ____________________

Title: ____________________

Date: ____________________

Motorola Representative:

Signature: ____________________

Print Name: ____________________

Title: ____________________

Date: ____________________

EXHIBIT C

STATEMENT OF WORK

RECONFIGURATION PLANNING AND IMPLEMENTATION AGREEMENT

Statement of Work

Supporting Conversion of County of Riverside PSEC Radio System

Summary of All Costs

Pursuant to the FCC's mandated 800 MHz band reconfiguration, the Licensee is required to reconfigure its existing 800 MHz radio system. Pursuant to Licensee's FRA with Nextel, Nextel is to fund certain estimated system reconfiguration (including 700 MHz re-engineering and equipment costs associated with the deployment of Licensee's radio system that will replace the existing 800 MHz system) planning and implementation costs, as outlined in the tables that follow:

Licensee Organization Name: **County of Riverside, California (the "County")**

Licensee City, State and Zip:

County of Riverside
4080 Lemon Street
10th Floor
Riverside, CA 92501
Attention: Dan Nila

PLANNING

The scope of planning will include development of the information necessary to define the changes in the equipment and services required to execute the deployment as a 700 MHz system of the Motorola-based PSEC radio system contracted for by Licensee (the "PSEC radio system") that was originally contemplated to be an 800 MHz system that would replace the existing M/A-COM-based 800 MHz system scheduled to be decommissioned in 2011. The PSEC radio system is now in the early phases of deployment and is proposed to be re-engineered and equipped to operate as a 700 MHz system in accordance with the PSEC radio system purchase contract (the "System Contract") requirements, but subject to potential differences in the type, configuration, and specifications, of combiners, filters, antennas and other frequency dependent equipment. The proposed deployment of the PSEC radio system as a 700 MHz system will negate the need to reconfigure Licensee's currently existing and operational 800 MHz system or to reconfigure the PSEC radio system to operate on replacement 800 MHz frequencies; however, deployment of the PSEC system as a 700 MHz system will require the incurrence of related planning (and implementation) costs. This SOW does not address Licensee's rebanding of the 800 MHz channel used by its education system.

Planning Summary Cost Table

Summary of Planning Costs					
Summary 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)**	**Total Actual Expenses to Date**	**Grand Total**
Spectrum analysis planning and data input worksheets for inter-modulation study must be redone	Motorola	[redacted]	$30,400.00	$750.00	$31,150.00
Engineering and Implemenation Planning, Site Re-design for 700 MHz, Vehicle Antenna Design for 700 MHz	Motorola	[redacted]	$535,610.00	$0.00	$535,610.00
Legal	Motorola	[redacted]	$0.00	$0.00	$0.00
Project Management - Logistics Management necessary to coordinate the resources necessary to complete the 700 MHz design	Motorola	[redacted]	$43,320.00	$0.00	$43,320.00
Preparation of ROM Estimates for service and equipment and preparation of SOW	Motorola	[redacted]	$34,200.00	$0.00	$34,200.00
Total Estimated Planning Costs	[redacted]	[redacted]	$643,530.00	$750.00	$644,280.00

Planning Risks:

1. The predicted (and actual) coverage for the 700 MHz system may not be directly comparable with that of the PSEC radio system as an 800 MHz system. Motorola's re-engineering solution is intended to avoid 700 MHz system area coverage that is inferior to that which would have been anticipated under the System Contract for the PSEC radio system operating as an 800MHz system. However, due to differences between operating characteristics of the 800 MHz and 700 MHz hardware, the site changes that have occurred since February 2008, as well as propagation differences between the two bands, both the predicted and the actual coverage for the two systems will differ. The effort that will need to be undertaken to review and address any concerns Licensee may have with the 700 MHz coverage design and actual coverage, including with respect to System Contract performance specifications, is not reasonably foreseeable at this time but may result in cost and schedule impact.

2. Depending on the final antenna designs, there may be an impact on optimal tower design if the antenna wind loading for the specified 700 MHz antennas is sufficiently different from the proposed 800 MHz antennas. This could result in the need to re-design the tower which could have an impact on the foundation design which could further impact the site layout. The use of an antenna that has similar wind loading characteristics as the proposed 800 MHz antenna, may solve the tower loading issue, but could adversely affect the system coverage prediction. The investigation and resolution of these issues may result in a cost and schedule impact.

3. The results of the coverage and interference analysis for a 700 MHz configuration may result in having to reassign frequencies and the revision of the frequency reuse analysis. A review of the frequency re-use plan after the coverage and interference analysis is a normal step in the design process and some time has been included in the estimates to accommodate this. However, depending on the severity of any issues surfaced during the

coverage and interference analysis, a more significant investigation may be required. The additional time and direct and indirect costs associated with such issues will be addressed with Licensee via the change order process.

4. Some numbers of Low Power Television (LPTV) stations in Riverside County continue to operate in the 700 MHz spectrum now allocated to Licensee for operation of the 700 MHz PSEC radio system. It is not practical or useful to perform the planned spectrum interference measurements and noise floor monitoring in the areas of the County affected by the operation of the LPTV stations. Since the LPTV stations are not required to cease transmissions until a public safety agency is licensed and prepared to commence operations on the impacted frequencies, it is not reasonable to expect that this work can be completed in the time frame necessary to maintain the current schedule for the implementation of the PSEC radio system. Consistent with the primary goal of avoiding delay of PSEC radio system implementation as a result of re-engineering the system to 700 MHz operation, Motorola will perform the level of inter-modulation and interference studies feasible under the present conditions, complete the PSEC radio system design, and prepare to place the equipment order in the time frame necessary to maintain the System Contract project implementation schedule. As soon as practical after the LPTV stations cease operation, Motorola will perform the spectrum interference measurements and noise floor monitoring to identify any hidden interference that may be present. Depending on the results of the interference analysis, the resolution for any resulting interference issues could include, but not be limited to, one or more of the following:

   - No action required
   - Re-tune combiners
   - Modify or enhance filtering
   - Change antennas
   - Revise the frequency re-use plan and coverage design
   - Re-conduct coverage testing

   Because the range of impact is so broad and the potential solutions so undefined, if interference becomes an issue, it will be identified and resolved through the change order process.

5. The changes in the local Public Safety Region's FCC licensing process may result in an increase in the effort required to prepare and submit the 700 MHz license applications. If this occurs, it will be addressed through the change order process.

Rough Order of Magnitude Estimate Summary Cost Table

The summary of cost related to the effort necessary to develop the Rough Order of Magnitude (ROM) estimate and the ROM is detailed in the following table:

Summary of Rough Order of Magnitude Estimated Equipment Costs						
Rough Order of Magnitude (ROM) Estimate Category	**Name of Internal and Vendor Service Provider(s)**	**Total Internal Costs (Not to Exceed)**	**Total Vendor Costs (Not to Exceed/Firm Fixed price)**	**Total Estimated Expenses**	**Sales Tax (8.75%)**	**Grand Total**
Rough Order of Magnitude (ROM) Estimate of equipment impacted by PSEC radio system conversion to 700 MHz	Motorola		$462,621.87	$0.00	$40,479.41	$503,101.28
Total Estimated ROM preparation Costs			$462,621.87	$0.00	$40,479.41	$503,101.28

ROM Assumptions and Contingencies:

1. The type and quantity of specific antenna models to be provided at both voice and data RF sites.
2. The impact to tower design and documentation resulting from potential antenna changes
3. The Distributed Amplifier Systems (DAS) required to provide in building coverage for Licensee's High Priority Buildings (as designated under the System Contract) need to support both Licensee's 800 MHz inter-operability and mutual aid channels as well as the 700 MHz PSEC radio system. In order to accomplish this, the DAS equipment will require some level of additional 700 MHz hardware which is identified in the ROM Equipment Table in Section 3.0. The design of r the DAS systems will not be finalized until the applicable cells or sites of 700 MHz PSEC radio system have been installed and are operating. The scope of the DAS system design is not yet defined and the equipment configuration cannot be completed until the system design is finalized. No costs associated with the DAS re-design for 700 MHz have been included in the ROM summary cost table. Motorola is identifying these potential changes to the DAS as contingent cost impacts to be addressed via the change order process when the equipment configuration is finalized.
4. If the PSEC radio system RF coverage design resulting from the 700 MHz re-design is not accepted by Licensee, the nature and extent of efforts required to resolve Licensee's concerns will depend on Licensee's perception of deficiencies and therefore cannot be estimated at this time. The appropriate solutions could range from changes in antennas to the need to relocate or add a site or sites and could include but would not be limited to the following:
   - Management and engineering costs associated with the new site selection which would be incurred by both Licensee and Motorola.
   - Costs incurred by Licensee for site acquisition.
   - Site engineering and construction costs including shelter and tower incurred by Motorola.
   - RF engineering costs incurred by Motorola.
   - Equipment and Equipment installation costs incurred by Motorola.

- Optimization, testing and documentation costs incurred by Motorola.

Motorola is identifying these potential changes as contingent cost impact items to be addressed with Licensee via the change order process if they occur and when the scope of the resolution can be determined.

5. The potential effort required to reprogram PSEC radio system radios as a result of re-banding changes to the interoperability and mutual aid channels that occur after the radios have been placed in initial operation.

Overview

Motorola has assembled this document, called a Statement of Work (SOW), which provides an overview of activities required to plan and implement the conversion of Licensee's PSEC radio system to operate on 700 MHz frequencies.

This Statement of Work consists of four sections. Section 1 is the Engineering and Implementation Planning Section which describes the activities necessary to identify and define the changes in equipment and services required to convert the PSEC radio system from 800 MHz to 700 MHz operation. Section 2 is the section which describes the activities required to develop the Rough Order of Magnitude (ROM) estimate of the costs associated with the changes in equipment and services necessary to implement the conversion of the PSEC radio system to 700 MHz operation. Section 3 is the section that identifies the specific equipment and services changes and the incremental cost differentials for implementing the PSEC radio system to operate at 700 MHz. These sections, along with the system description table at the end of this SOW, may be included with your reimbursement request submittal to Nextel and the Transition Administrator (TA). This SOW is not a detailed conversion specification and is not intended for use in a solicitation for services by Licensee.

The scope of planning will detail the requirements necessary to execute in accordance with the System Contract a deployment of the PSEC radio system as a 700 MHz system rather than the 800 MHz system design that had been contemplated under the System Contract. The planning process described in this SOW is based on the following key assumptions:

- Notice from Licensee to Motorola pursuant to a related change order to deploy a 700 MHz PSEC radio system rather than the 800 MHz system, with no further design effort dependent on 800 MHz frequencies after October 21, 2008.
- Analysis is limited to the modified and incremental services and equipment required to deploy a 700 MHz PSEC radio system rather than the 800 MHz system that was to be delivered under the System Contract.

- The group of 700 MHz frequencies that will be required for Licensee will be identified as a single deliverable from the FCC. If all such frequencies are not received when contemplated by the schedule, late identification of any frequencies will likely result in substantial redesign and significantly delay the project. Should this occur it will be addressed via change order.
- Regional and statewide interoperability planning is a requirement for effective rebanding, of ITAC, ICALL and other mutual aid channels. Licensee has assumed responsibility for that interoperability planning effort. The regional and statewide interoperability planning is not part of this planning estimate.
- This proposal assumes no impact on the subscriber equipment that was already planned for the PSEC radio system and that Licensee will be responsible for all subscriber trade-in activities

Following are the activities included in this planning and ROM development. These activities were previously completed for the PSEC radio system prior to Licensee's request to cease the 800 MHz design activities for the PSEC system, and must be redone for the 700 MHz deployment.

- IM and interference analysis planning and input to IM data worksheets
- Frequency Reuse Plan
- Coverage design
- Design RF site equipment and antenna systems
- Design vehicle antenna placement
- Project support

1.0 Engineering and Implementation Planning

1.1 Assumptions

Below are the assumptions considered in the engineering and implementation planning for the conversion of the PSEC radio system from 800 MHz operation to 700 MHz operation.

- Motorola will generate a design which will consist of the incremental modifications of the PSEC radio system required for a successful 700MHz system deployment in accordance with System Contract requirements.
- Both the Digital ASTRO Voice System and the High Performance Data System will require Equipment; Coverage; and Frequency Reuse design
- The site locations used in the design will be in accordance with the Sites selected as of March 17, 2009. Such Sites may change in the future prior to the PSEC radio system's becoming operational. Also, some of the site locations used differ from those used to perform initial 800 MHz coverage predictions. For this reason, 800 MHz coverage predictions would have to be re-generated in order to have a comparable baseline against which to assess differences in 700 MHz

coverage for a similar site configuration. Licensee has advised Motorola that it may determine that such baseline 800 MHz design coverage predictions be delivered to Licensee for purposes of confirming the acceptability of the extent of 700 MHz coverage, and they would be generated at a time judged by Licensee to minimize delay in completing the Agreement, FRA and other initial rebanding documentation or adversely impacting the PSEC radio system project schedule. However, Licensee and Motorola currently estimate that the probability is low that 700 MHz coverage will be inferior to 800 MHz coverage in any area that Licensee deems material to public safety objectives. For that reason, Nextel will be advised of the estimated cost for generating updated 800 MHz coverage predictions, but those costs are not included in this Statement of Work. Depending on the timing for the performance of this work in the unlikely event that it is undertaken, there may be a cost and schedule impact to the PSEC radio system implementation as well as to the work performed under the Agreement. The degree of impact cannot be estimated at this time, and will be addressed with Licensee via the change order process at the same time the design coverage prediction work is authorized.

- The process to deliver the guaranteed coverage in accordance with System Contract obligations will be an iterative process of equipment analysis and selection; coverage evaluation; and frequency assignment and reuse design. Although not expected, if adverse discrepancies in coverage of the 700 MHz design relative to 800 MHz projections are considered material, the required solutions may include changes up to and including moving or adding one or more sites to the PSEC radio system. Any cost or schedule impact resulting from such changes will be addressed via the change order process
- To the extent that this Statement of Work is intended to modify any System Contract terms and conditions, such intent will be confirmed by a separate formal amending of the System Contract, which may incorporate by reference, in whole or in part, this Statement of Work.

1.2 Intermodulation Analysis

Motorola had completed the spectrum analysis planning and data input worksheets for the inter-modulation study for the 800 MHz system and this portion of the effort will have to be redone for 700 MHz and has been identified within this SOW. The remainder of the intermodulation and interference analysis has not been completed. This effort was intended to be performed as part of the 700 MHz system design and treated as part of the original project scope. However, some number of Low Power Television (LPTV) stations in Riverside County continue to operate in the 700 MHz spectrum now allocated to Licensee for operation of the 700 MHz PSEC radio system. It is not practical or useful to perform the planned spectrum interference measurements and noise floor monitoring in the areas of the County affected by the operation of the LPTV stations. Since the LPTV stations are not required to cease transmissions until a public safety agency is licensed and prepared to commence operations on the impacted frequencies, it is not reasonable to expect that this work can be completed in the timeframe necessary to maintain the current schedule for the implementation of the PSEC radio system. Consistent with the primary goal of avoiding delay of PSEC radio system implementation as a result of re-engineering the system to 700 MHz operation, Motorola will perform the level of inter-modulation and interference studies feasible under the present conditions, complete the PSEC radio system design, and prepare to place the equipment order in the time frame necessary to maintain the System Contract project implementation schedule. As soon as practical after the LPTV stations cease operation, Motorola will perform the spectrum interference measurements and noise floor monitoring to identify any hidden interference that may be present. Depending on results of the interference analysis, resolution for any resulting interference issues could include, but not be limited to, one or more of the following:

- No action required
- Re-tune combiners
- Modify or enhance filtering
- Change antennas
- Revise the frequency re-use plan and coverage design
- Re-conduct coverage testing
- Moving or adding sites

Because the range of impact is so broad and the potential solutions so undefined, if interference becomes an issue, the resolution and the associated cost and schedule impact will be identified through the change order process. .

<u>Vendor Labor Table</u>

Planning Cost Category/Tasks	Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Frequency Analysis					
InterMod & Interference Plan & Input documents Must be Redone (89 sites)	160	$190.00	30,400.00	[redacted]	Motorola
Total Vendor Cost			$31,150.00	$750.00	

This analysis is specific to the PSEC radio system. This Statement of Work does not include the frequency coordination and analysis that may be required on a regional interoperability level.

1.3 Frequency Re-use Plan

The following are the high level requirements for the frequency re-use plan for the PSEC radio system:

- Redesign 700 MHZ frequency plan
- Redesign 700 MHz frequency plan for 6 Simulcast Cells, 11 ASTRO 25 Repeater Sites and 27 HPD Sites.
- Perform a frequency re-use analysis

The following steps are necessary to execute the 700 MHz frequency re-use plan.

1. Use the existing 800 MHz frequency re-use matrix as a baseline for the new 700 MHz frequency re-use matrix.
2. Identify blocks of 700 MHz channels for the High Performance Data system.
3. Identify blocks of 700 MHz channels for the Voice system.
4. Determine frequency assignments per site/cell. This will be the 700 MHz frequency plan.
5. For each site/cell revisit antenna heights based on 700 MHz antenna separation requirements which affect isolation values.
6. Simulate coverage for the sites/cells based on revised parameters, including the 700 MHz frequency assignments at each site/cell.
7. Evaluate coverage and determine if coverage is maximized based on current 700 MHz frequency assignments. If there is a reduction of coverage due to frequency re-use, change frequency assignments. Other fixes can include changing the antenna types and power levels.
8. Remodel the coverage based on the parameter or frequency assignments. Multiple iterations will be required to optimize the coverage.
9. Create 700 MHz inbound and outbound maps for the sites/cells.
10. Develop outbound contour maps for 11 ASTRO 25 Trunked Repeater sites, 56 simulcast remote sites, and 27 HPD sites.
11. Determine if contours meet FCC and region 5 rules. If not, adjust RF parameters such as antenna patterns, power, or frequency assignment.
12. Once RF parameters are adjusted, repeat steps 6-11 for sites or simulcast cells that are affected.

1.4 Coverage Redesign

Coverage Design Overview - For a simulcast system, merely providing coverage maps of individual sites (separately or on the same map) does not accurately represent the total system performance, which depends upon differential delays and aggregate signal levels. Therefore, Motorola has developed HydraSM's simulcast model which uses the delay spread methodology to simulate aggregate signal strength and audio phase angle (delay) throughout the entire predicted coverage area. All locations within the predicted coverage area are analyzed for the combined effect of signal strengths and differential delays from the simulcast transmitters in the system. HydraSM's simulcast coverage maps will show any areas predicted to have coverage problems caused by out-of-phase signals and/or inadequate signal strengths. HydraSM allows modeling with varied transmitter launch delays to predict optimized simulcast coverage within the area being evaluated. The final outputs from Hydra are maps that depict the coverage for the system based on the parameters that are inputted by the engineer. Therefore it is critical that the data that is entered into the simulation tool be as accurate as possible at the time the maps are developed. It is also critical that best engineering practices be used to develop these maps so that Motorola can guarantee the coverage by testing the area once the system is implemented. The following are the details that go into the development of the coverage simulations.

The following are the high level requirements for the coverage re-design plan for the PSEC radio system:

- Redesign coverage for four Simulcast Cells, 11 ASTRO 25 Repeater Sites and 23 High Performance Data Sites
- Redesign portable on street, portable in building, and mobile maps.
- Generate revised contour maps for frequency analysis
- Generate revised coverage design for all six Simulcast Cells, 11 ASTRO 25 Repeater Sites and 27 HPD sites based on the new frequency assignments

1.4.1 Steps to model ASTRO 25 Trunked Repeater site voice coverage

1. Design RF parameters, including antenna system parameters, losses, transmitter power, etc. (While not distinctively separate, this is an input into the Equipment evaluation and selection.)
2. Design subscriber parameters. (Provide as input into RF Subscriber evaluation and selections.)
3. Evaluate site parameters, including existing station frequency band, station type, etc.
4. Design antenna heights based on antenna separation requirements which affect isolation values.

5. Model coverage for 11 ASTRO 25 Trunked Repeater sites based on new parameters.
6. Evaluate 700 MHz coverage.
7. Evaluate Equipment selection and revisit parameters in order to optimize coverage.
8. Create 700 MHz inbound and outbound maps for the A25 sites, totaling 22 maps.

1.4.2 Steps to model High Performance Data coverage

1. Design RF parameters, including antenna system parameters, losses, transmitter power, etc. (While not distinctively separate, this is an input into the Equipment evaluation and selection.)
2. Design subscriber parameters. (Provide as input into RF Subscriber evaluation and selections)
3. Evaluate site parameters, including existing station frequency band, station type, etc.
4. Design antenna heights based on antenna separation requirements which affect isolation values.
5. Model coverage for 27 HPD sites based on revised parameters.
6. Evaluate 700 MHz coverage.
7. Evaluate Equipment selection and revisit parameters in order to optimize coverage. If necessary, revise Equipment selection and re-evaluate.
8. Create 700 MHz inbound and outbound maps for HPD sites, totaling 54 maps.

1.4.3 Steps to model Simulcast Cell voice coverage

The steps identified below will need to be performed for each simulcast cell in the system. It is important to note that as each cell is added to the overall coverage design, the evaluation in step 9 needs to include a review of the interaction of all the cells currently included in the design.

1. For each simulcast site, design RF parameters, including antenna system parameters, losses, transmitter power, etc. (While not distinctively separate, this is an input into the Equipment evaluation and selection.)
2. Design subscriber parameters. (Provide as input into RF Subscriber evaluation and selections.)
3. For each simulcast site, evaluate site parameters, including existing station frequency band, station type, etc.

4. For each simulcast site, design antenna heights based on antenna separation requirements which affect isolation values.
5. Model coverage for the desire simulcast cell based on design parameters.
    a. Evaluate single site 700 MHz coverage for all the simulcast remote sites included in the cell. Evaluate the composite single site coverage and compare to the simulcast cell coverage. If the simulcast cell coverage shows coverage gaps, analyze delay spread and signal strength to determine if phasing issues exist. If there are phasing issues, determine and implement fix, such as adjusting the phasing delays. Evaluate other fixes; can include changing the antenna types and power levels.
6. Remodel the coverage based on the parameter adjustments. Multiple iterations will be required to optimize the simulcast coverage, which is dependent on the number of sites in the simulcast cell.
7. Once the simulcast site coverage has been maximized, evaluate to contract commitment. If necessary, revise equipment selection, modify RF parameters and remodel coverage until the simulcast cell coverage is maximized.
8. Create appropriate 700 MHz inbound and outbound maps for simulcast cell.
9. Evaluate overall voice coverage inclusive of all trunked repeater and simulcast sites included site in the voice coverage.

1.5 Redesign of RF site equipment and antenna systems

Motorola will generate a design that will consist of the incremental modifications of the PSEC radio system required for a successful 700 MHz deployment in accordance with the System Contract.

The following is the breakdown of the tasks per major category.

- Redesign antenna and combiner selection for all 62 voice Sites
- Redesign antenna system for all 27 data sites
- Revise site equipment lists (frequency specific-options exist for some equipment).
- Revise rack face drawings for the voice and data Sites
- Revise tower design drawings related to any antenna changes

1.6 FCC License Applications

Prior to the decision to halt the 800 MHz design work for the PSEC radio system in anticipation of a 700 MHz re-design, Motorola had completed the engineering required to support the preparation and submittal of the FCC license applications for the 27 sites incorporated in the data system design. A total of six application packages, including the necessary waiver language were prepared. This entire effort was unproductive in light of the new need to prepare substitute 700 MHz license applications for the 27 data sites. Cost associated with Motorola licensing work is included in the Engineering/Implementation Planning table. Due to lack of experience with the new coordination and licensing process being implemented by the Public Safety Regional Committee, these costs are estimates and any increase in the actual costs will be addressed with Licensee via the change order process.

1.7 Vehicle Antenna System Design:

The following tasks are included in the vehicle antenna system design:

- Redesign the antenna configuration required for vehicles
- Coordinate the planning that is required since several antennas will be installed on vehicles in a complex deployment

1.8 Schedule and Deliverables

At the direction of Licensee, the 800 MHz design work was discontinued as of October 21, 2008 in anticipation of Nextel's funding of a 700 MHz deployment alternative. To be in a position to place an equipment order in a time frame that would not jeopardize the project schedule, the Notice to Proceed with preparing the 700 MHz frequency re-use planning effort was provided by Licensee November 17, 2008. The Notice to Proceed with the 700 MHz coverage redesign was issued by Licensee March 12, 2009. Motorola will place an order for the 700 MHz configured equipment after Licensee approves the 700 MHz coverage maps and the planning services and rough order of magnitude estimates for both services and equipment as described in this SOW and the applicable changes to the System Contract have been executed. Engineering and implementation planning deliverables and required completion dates are identified in the following table (see next page):

Motorola Deliverables	Planned Completion Date
Initial 700 MHz frequency re-use plan	March 15, 2009
Final 700 MHz frequency re-use plan	July 15, 2009
A 700 MHz voice coverage analysis including inbound and outbound multi-layered coverage maps detailing portable on street, portable in building (+ 10 & 20 dB), and mobile coverage, based on DAQ 3.4 at 95% Reliability over the area shown as covered in the applicable "Coverage Prediction Maps" under the System Contract using a portable radio worn at hip level used outdoors on-street, measured using applicable test procedures under the System Contract. A 700 MHz High Performance Data coverage analysis including inbound and outbound Coverage Prediction Maps.	July 15, 2009
If requested by Licensee, a corresponding 800 MHz voice coverage analysis and data coverage analysis for the same Sites to serve as an updated applicable baseline for comparing 700 MHz coverage to expected 800 MHz PSEC radio system coverage.	TBD by County to minimize re-engineering and project delay
700 MHz combiner requirements	August 21, 2009
700 MHz antenna requirements	August 14, 2009
Identification of changes in antenna locations on towers	July 15, 2009
Vehicle antenna system design	April 23, 2009

Vendor Labor Table

Planning Cost Category/Tasks	Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Engineering/ Implementation Planning					
Frequency Reuse Plan 2008	228	$175.00	39,900.00		Motorola
Frequency Reuse Plan 2009	184	$190.00	34,960.00		Motorola
Coverage Analysis	1508	$190.00	286,520.00		Motorola
Redesign of RF Site Equipment & Antenna Systems	392	$190.00	74,480.00		Motorola
Vehicle Antenna System Design	40	$190.00	7,600.00		Motorola
FCC License Application Engineering for Data Sites	440	$190.00	83,600.00		Motorola
FCC License Application Preparation, Monitoring, and Construction Notification	45	$190.00	8,550.00		Motorola
Total Vendor Cost			$535,610.00	N/A	

1.9 Project Management

1.9.1 Planning Support

The Motorola Project Manager will oversee the project plan for the 700 MHz deployment design effort to ensure a smooth execution of all deliverables and that the requirements of Licensee, as identified in this SOW, and other contractual obligations of Motorola are fully met. The project manager will participate in all major activities associated with the planning activities described in this SOW.

The Project Manager will coordinate with Licensee, 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 vendor quotes, monitoring product and project team performance will be performed by the Motorola Project Manager.

1.9.2 Negotiations Support

When requested and in accordance with the request, Motorola will assist Licensee in responding to clarifications which may be required from Sprint/Nextel or the TA. The extent of this participation is difficult to determine at this time and in the context of this atypical rebanding transaction; however, an estimate has been included in the following table. Motorola expects that if the actual requirements exceed the estimate, adjustment will be made through the change order process.

Vendor Labor Table

Planning Cost Category/Tasks	Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Project Management					
Fixed Project Support	48	$190.00	9,120.00		Motorola
Variable Project Support	80	$190.00	15,200.00		Motorola
Negotiations Support	100	$190.00	19,000.00		Motorola
Total Vendor Cost			$43,320.00	N/A	

1.10 Motorola Engineering & Technical Services

In accordance with the System Contract, Motorola will support the effort required to correctly assess the system requirements to redesign the 800 MHz PSEC radio system for operation on 700 MHz frequencies, by 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.

1.11 Local Service Support

In accordance with the System Contract, Motorola may utilize approved third-party contractors to assist in the preparation of the estimates and evaluation of fixed infrastructure and other related system equipment.

1.12 Notification and Conditions for Work

Except as otherwise provided generally under the System Contract, (i) Motorola will notify Licensee's assigned point of contact a minimum of five (5) business days' prior to starting any work on the system, (ii) Motorola will commence work at the designated location only after Licensee has notified Motorola with instructions to proceed, and (iii) whenever possible, will provide notification of required system disruptions in accordance with Licensee's outage request guidelines.

1.13 Motorola and Licensee Responsibilities

Motorola Responsibilities

Except as otherwise provided generally under the System Contract, 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 Licensee.
- Integrating the detailed project tasks, start and stop dates, task responsibility and status indicators into the existing MS Project schedule.
- Provide Licensee with a copy of the revised MS Project plan and regular updates.
- Scheduling project meetings with Licensee at the project's start, execution of the project contract deliverables and to coordinate ensuing project activities with all Motorola and Licensee resources.
- Providing engineering services in designing the agreed upon deliverables as developed in this proposal.
- Providing Licensee with regular schedule and progress updates.
- Preparing FCC license applications in accordance with the PSEC System Contract.

County of Riverside Responsibilities

Except as otherwise provided in the System Contract, Licensee will be responsible for the following:

- Provide a signatory who has authority to sign all appropriate project documents required
- If Motorola is required by Licensee to participate in such meetings, participate with Motorola in any potential required meetings with public agencies, and government agencies for the purpose of assessing the equipment and sites.
- Licensee shall not unreasonably delay the execution of work by Motorola and will extend the timeline of the project when delays caused by Licensee are

experienced.

- Licensee shall identify any outstanding Motorola deliverables and formally request their completion through the mutual development of a project punch list.
- Licensee shall grant final acceptance upon completion of all contractual deliverables.
- Licensee is responsible for coordinating with the 700 MHz regional committee to revise the region's 700 MHz plan and to identify Licensee's approved 700 MHz frequency allocation.
- Licensee will provide the list of their allocated 700 MHz frequencies to Motorola for use in the redesign plans for the 700 MHz PSEC radio system. Licensee is responsible for preparing and submitting all 700 MHz license applications and for obtaining the FCC license grants for the 700 MHz frequencies utilized in Motorola's design.

1.14 Risks

Motorola is committed to identifying and mitigating risk where possible, and will collaborate with Licensee to consider the options and establish a mutually agreeable solution.

The following risk issues have been identified in regards to planning for the conversion of the PSEC radio system from 800 MHz to 700 MHz operation.

1. As noted, the predicted (and actual) coverage for the 700 MHz PSEC radio system may not be directly comparable with that of the PSEC radio system as an 800 MHz system. Due to differences between operating characteristics of the 800 MHz and 700 MHz hardware, the site changes that have occurred since February 2008, as well as propagation differences between the two bands, both predicted and actual coverage for the two systems will differ. The effort to review and address concerns Licensee may have with the 700 MHz coverage design, including with respect to System Contract performance specifications, is unknown but may result in cost and schedule impact.

2. Depending on the final antenna designs, there may be an impact on optimal tower design if any of the size, type, configuration or specifications (including the wind loading characteristics for the specified 700 MHz antennas) are sufficiently different from the proposed 800 MHz antennas. This could result in the need to redesign the tower which could have an impact on the foundation design which could further impact the site layout. The use of an antenna that has similar wind loading characteristics as the proposed 800 MHz, may solve the tower loading issue, but could adversely affect the system coverage prediction. The investigation and resolution of these issues may result in a cost and schedule impact

3. The results of the coverage and interference analysis for 700 MHz may result in having to reassign frequencies and the revision of the frequency reuse analysis. A review of the frequency re-use plan after the coverage and

interference analysis is a normal step in the design process and some time has been included in the estimates to accommodate this. However, depending on the severity of any issues surfaced during the coverage and interference analysis, a more significant investigation may be required. The additional time associated with this will be addressed via the change order process.

4. Some numbers of Low Power Television (LPTV) stations in Riverside County, continue to operate in the 700 MHz spectrum now allocated to Licensee for operation of the 700 MHz PSEC radio system. It is not practical or useful to perform the planned spectrum interference measurements and noise floor monitoring in the areas of the county affected by the operation of the LPTV stations. Because the LPTV stations are not required to cease transmissions until a public safety agency is licensed and prepared to commence operations on the impacted frequencies, it is not reasonable to expect that this work can be completed in the timeframe necessary to maintain the current schedule for implementation of the PSEC radio system. Consistent with the primary goal of avoiding delay of PSEC radio system implementation as a result of re-engineering the system to 700 MHz operation, Motorola will perform the level of inter-modulation and interference studies feasible under the present conditions, complete the system design, and prepare to place the equipment order in the time frame necessary to maintain the System Contract project implementation schedule. As soon as practical after the LPTV stations cease operation, Motorola will perform the spectrum interference measurements and noise floor monitoring to identify any hidden interference that may be present. Depending on the results of the interference analysis, the resolution for any resulting interference issues could include, but not be limited to, one or more of the following:

   - No action required
   - Re-tune combiners
   - Modify or enhance filtering
   - Change antennas
   - Revise the frequency re-use plan and coverage design
   - Re-conduct coverage testing

   Because the range of impact is so broad and the potential solutions so undefined, if interference becomes an issue, it will be identified and resolved through the change order process.

Because these risks are the result of the conversion to 700 MHz, Motorola expects that except to the extent that Motorola shall have failed to perform its contractual obligations, the costs for resolving these issues will be the responsibility of others and can be addressed through the change order process.

1.14 County of Riverside Design Review

Upon submission of Motorola's reengineering plan to Licensee, a certificate of acceptance document will be provided for customer signature (see reference document attached). This certificate acknowledges that all the effort required under this SOW in identifying the detailed requirements and plans to redesign the previously planned 800 MHz PSEC radio system to a 700 MHz system as described in this SOW has been completed.

2.0 Rough Order of Magnitude (ROM) Estimate Planning

2.1 Introduction

The planning required to develop the Rough Order of Magnitude ("ROM") estimates described below include the effort necessary to identify the products (including equipment and software) and services that will be affected by the PSEC radio system change to 700 MHz and to develop the ROM estimate of the incremental cost differential to provide the appropriate products and services to implement that 700 MHz system.

2.2 Scope

The following items have been identified as requiring review related to the impact of converting the PSEC radio system to 700 MHz operation and are included in the ROM estimate planning activities:

1. Estimated time needed to collaborate with Licensee in the ROM planning
2. Estimated effort required to identify possible types and quantities of equipment affected by the change to 700 MHz
3. Estimated effort required to identify potential change in services required to implement the changes in equipment
4. Estimated effort required to estimate the incremental pricing differentials for affected equipment and services
5. Estimated time needed to communicate with Nextel and answer questions or provide information related to the ROM planning
6. Estimated effort required to identify contingency issues
7. Estimated effort required to identify risk issues

The estimates for these items appear in the following table:

Vendor Table

Planning Cost Category/Tasks	Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Rough Order of Magnitude Estimate Planning					
Communication with Riverside County	64	$190.00	$12,160.00		
Identify impacted hardware and incremental cost differentials	36	$190.00	$6,840.00		Motorola
Prepare ROM SOW	80	$190.00	$15,200.00		Motorola
Total Vendor Cost			$34,200.00	N/A	

2.3 Contingency Items

Because the necessary engineering and implementation planning has not yet been completed, it is not possible accurately to define all the information necessary to develop a precise scope of work and firm fixed quotation for providing the products and services to convert the PSEC radio system to 700 MHz operation. The items below have some level of uncertainty and have been identified as contingency issues. As information becomes available to clarify the scope of these issues, any resulting changes will be addressed through the change order process.

1. Type and quantity of specific antenna models to be provided at both voice and data RF sites.
2. Impact to tower design and documentation resulting from potential antenna changes
3. The Distributed Amplifier Systems (DAS) required to provide in-building coverage for Licensee's High Priority Buildings need to support both Licensee's 800 MHz inter-operability and mutual aid channels as well as the 700 MHz PSEC radio system. In order to accomplish this, the DAS systems will require some level of additional 700 MHz hardware which is identified in the ROM Equipment Table in Section 3.0. The design work for the DAS systems will not be performed until the 700 MHz PSEC radio system has been installed and the required sites are operational. The DAS system design and configuration is undefined at this time, and the specific system changes resulting from the 700 MHz re-design will be identified when the design is complete. The related costs therefore cannot be reasonably estimated at this time, and so no costs associated with the DAS re-design for 700 MHz have been included in the ROM summary cost table. Motorola is identifying these potential changes to the DAS as contingent cost impacts to be addressed via the change order process when the scope of the design change can be determined.
4. If the PSEC radio system RF coverage design resulting from the 700 MHz re-design is not accepted by Licensee, the nature and extent of efforts required to resolve Licensee's concerns will depend in part upon Licensee's system testing and therefore cannot be reasonably estimated at this time. The appropriate solutions could range from changes in antennas to the need to relocate or add a site or sites which could include but would not be limited to the following:
   - Management and engineering costs associated with the new site selection which would be incurred by both Licensee and Motorola
   - Costs incurred by Licensee for site acquisition.
   - Site engineering and construction costs including shelter and tower incurred by Motorola
   - RF engineering costs incurred by Motorola
   - Equipment and Equipment installation costs incurred by Motorola
   - Optimization, testing and documentation costs incurred by Motorola

   Motorola is identifying these potential changes as contingent cost impact items to be addressed via the change order process if they occur and when the scope of the resolution can be determined.

5. The potential effort required to reprogram PSEC radios as a result of rebanding changes to the inter-operability and mutual aid channels that occur after the PSEC radios have been placed in initial operation.

2.4 Interoperability and Mutual Aid

Licensee is taking responsibility for the implementation for the re-banding requirements related to inter-operability and mutual aid equipment. No provisions have been made in this SOW for any equipment or service associated with interoperability or mutual aid operations.

3.0 Rough Order of Magnitude (ROM) Equipment Impact Estimate

The following table identifies equipment that will be affected by the conversion of the PSEC radio system to 700 MHz operation. Prices shown do not include applicable sales taxes, which will be part of total Licensee costs for which Nextel funding is sought.

ROM EQUIPMENT TABLE								
No.	Item	700 MHz Equipment Manufacturer and Model Number	800 MHz Unit Contract Price	700 MHz Unit Contract Price	Price Difference	Qty.	Extended Contract Price Difference	Comments
1	RF Site Combiners	MOTOROLA T7054: GTR 8000 EXPANDABLE SITE SUB-SYSTEM - CA00879AA: PRIMARY 6 PORT CAVITY COMBINER	$ 5,200.00	$ 6,720.00	$ 1,520.00	98	$ 148,960.00	Change affects Simulcast sites
2	Control Station Combiners	BIRD TECHNOLOGIES 43-83G-01-08: CONTROL STATION COMBINER 746-869 MHz	$ 21,504.80	$ 12,475.20	$ (9,029.60)	3	$ (27,088.80)	Control station combiners for Alessandro Dispatch center and the Ben Clark training center.
3	Control Station Combiner Duplexers	BIRD TECHNOLOGIES 26-83B-10A: DUPLEXER FOR 762-776/792-806 MHz	$ -	$ 1,813.60	$ 1,813.60	3	$ 5,440.80	An external duplexer is required for the 700 MHz control station combiner
4	Data Modem Duplexers for Fire Stations	TELEWAVE INC TMND7616: COMPACT MOBILE DUPLEXER	$ 336.00	$ 332.80	$ (3.20)	103	$ (329.60)	
5	Data Modem Duplexers for Vehicles	TELEWAVE INC TMND-7616: COMPACT MOBILE DUPLEXER	$ 336.00	$ 332.80	$ (3.20)	995	$ (3,184.00)	
6	Control Station Antennas	AMPHENOL ANTEL INC. 7825700: MULTI BAND OMNI ANTENNA, 2.5 DBI GAIN	$ 395.20	$ 307.20	$ (88.00)	80	$ (7,040.00)	
7	Data Antennas for Fire Stations	AMPHENOL ANTEL INC. 7825700: MULTI BAND OMNI ANTENNA, 2.5 DBI GAIN	$ 395.20	$ 307.20	$ (88.00)	101	$ (8,888.00)	
8	170 Voice RF Site Antennas	See 700 MHz Antenna Table	$ 241,782.40	$ 569,839.69	$ 328,057.29	1	$ 328,057.29	See Note 2
9	54 Data RF Site Antennas	See 700 MHz Antenna Table	$ 77,619.20	$ 104,313.38	$ 26,694.18	1	$ 26,694.18	See Note 2
	Total						$ 462,621.87	

Voice and Data Antenna Table

	Total Qty	Antenna Vendor	Antenna	700 Mhz Unit Contract Price	Sprint Discount Unit Price	Sprint Extended Discount Price	Mounting Kit Sprint Discount Price	Mounting Kit Sprint Extended Discount Price	Total Sprint Extended Discount Price
700 MHz Voice	30	Antel	BCD-7509-3-25	$1,616.80	$ 1,515.75	$ 45,472.50	$ 99.00	$ 2,970.00	$ 48,442.50
	6	Antel	BCD-7509-5-25	$1,644.80	$ 1,542.00	$ 9,252.00	$ 99.00	$ 594.00	$ 9,846.00
	3	Antel	BCR-7009-90-0-750MHZ	$1,848.80	$ 1,733.25	$ 5,199.75	$ 246.75	$ 740.25	$ 5,940.00
	3	Antel	BCR-75012-0	$1,762.40	$ 1,652.25	$ 4,956.75	$ 246.75	$ 740.25	$ 5,697.00
	2	Antel	BCR-75012-5	$1,833.60	$ 1,719.00	$ 3,438.00	$ 246.75	$ 493.50	$ 3,931.50
	7	RFS	BPS10-A	$4,701.60	$ 4,407.75	$ 30,854.25	$ -	$ -	$ 30,854.25
	6	RFS	BPS10-H	$4,586.40	$ 4,299.75	$ 25,798.50	$ -	$ -	$ 25,798.50
	3	RFS	BPS10-O	$4,701.60	$ 4,407.75	$ 13,223.25	$ -	$ -	$ 13,223.25
	2	Andrew	DB844H90E-A_770H_0DG	$989.60	$ 927.75	$ 1,855.50	$ -	$ -	$ 1,855.50
	20	Andrew	DB878H120E-A_770	$1,980.00	$ 1,856.25	$ 37,125.00	$ -	$ -	$ 37,125.00
	5	Antel	LPA-75040-4CF-3	$1,527.20	$ 1,431.75	$ 7,158.75	$ 134.25	$ 671.25	$ 7,830.00
	2	Antel	LPA-75063-4CF	$1,036.80	$ 972.00	$ 1,944.00	$ 134.25	$ 268.50	$ 2,212.50
	11	Sinclair	SC412-HF2LDF(D02-E5608)_0746	$5,834.40	$ 5,469.75	$ 60,167.25	$ 957.00	$ 10,527.00	$ 70,694.25
	14	Sinclair	SC412-HF2LDF(D04-E5608)_0746	$5,834.40	$ 5,469.75	$ 76,576.50	$ 957.00	$ 13,398.00	$ 89,974.50
	29	Sinclair	SC412-HF2LDF_0746	$5,090.40	$ 4,772.25	$ 138,395.25	$ 957.00	$ 27,753.00	$ 166,148.25
	3	Sinclair	SE419-SF3PALDF_A=060_0746	$2,948.00	$ 2,763.75	$ 8,291.25	$ -	$ -	$ 8,291.25
	4	Sinclair	SE419-SF3PALDF_A=130_0746	$2,948.00	$ 2,763.75	$ 11,055.00	$ -	$ -	$ 11,055.00
	2	Antel	WPA-750102-4CF-9	$1,276.80	$ 1,197.00	$ 2,394.00	$ 45.00	$ 90.00	$ 2,484.00
	1	Antel	WPA-750120-8CF-0	$1,767.20	$ 1,656.75	$ 1,656.75	$ 42.19	$ 42.19	$ 1,698.94
	3	Antel	WPA-75063-6CF-0	$1,470.40	$ 1,378.50	$ 4,135.50	$ 67.50	$ 202.50	$ 4,338.00
	4	Antel	WPA-75080-4CF-0	$1,172.00	$ 1,098.75	$ 4,395.00	$ 45.00	$ 180.00	$ 4,575.00
	6	Antel	WPA-75090-8CF-0	$1,767.20	$ 1,656.75	$ 9,940.50	$ 45.00	$ 270.00	$ 10,210.50
	4	Antel	WPA-75063-8CF-3-25	$1,982.40	$ 1,858.50	$ 7,434.00	$ 45.00	$ 180.00	$ 7,614.00
Total	170					$ 510,719.25		$ 59,120.44	$ 569,839.69
700 MHz HPD	14	Antel	DQBCD7509EDIN	$1,363.20	$ 1,278.00	$ 17,892.00	$ 99.00	$ 1,386.00	$ 19,278.00
	10	Antel	BCD-7509-3-25	$1,616.80	$ 1,515.75	$ 15,157.50	$ 99.00	$ 990.00	$ 16,147.50
	8	Antel	BCD-7509-5-25	$1,644.80	$ 1,542.00	$ 12,336.00	$ 99.00	$ 792.00	$ 13,128.00
	2	Antel	BCR-75012-5	$1,833.60	$ 1,719.00	$ 3,438.00	$ 246.75	$ 493.50	$ 3,931.50
	2	RFS	BPS10-A	$4,701.60	$ 4,407.75	$ 8,815.50	$ -	$ -	$ 8,815.50
	4	RFS	BPS10-D	$4,590.40	$ 4,303.50	$ 17,214.00	$ -	$ -	$ 17,214.00
	2	Antel	LPA-70063-4CF-6-752MHZ	$1,442.40	$ 1,352.25	$ 2,704.50	$ 134.25	$ 268.50	$ 2,973.00
	4	Antel	LPA-75040-4CF-9	$1,669.60	$ 1,565.25	$ 6,261.00	$ 134.25	$ 537.00	$ 6,798.00
	2	Sinclair	SE419-SF3PALDF_A=130_0746	$2,948.00	$ 2,763.75	$ 5,527.50	$ -	$ -	$ 5,527.50
	2	Sinclair	SE419-SF3PALDF_A=60_0746	$2,948.00	$ 2,763.75	$ 5,527.50	$ -	$ -	$ 5,527.50
	2	Antel	WPA-750102-4CF-3-25	$1,387.20	$ 1,300.50	$ 2,601.00	$ 45.00	$ 90.00	$ 2,691.00
	2	Antel	WPA-750120-4CF-0	$1,172.00	$ 1,098.75	$ 2,197.50	$ 42.19	$ 84.38	$ 2,281.88
Total	54					$ 99,672.00		$ 4,641.38	$ 104,313.38

Notes:

1. *Pricing for the Distributed Amplifier System (DAS) components are estimates that are provided for reference, and may vary based upon the final system design. The final DAS designs will not be performed until the PSEC system is operational and the actual signal strength data is available and can be incorporated into the design. The number and configuration of the DAS systems required will not be known until after the final design work is accomplished and therefore, the actual DAS cost impact cannot yet be identified. DAS cost changes related to the conversion to 700 MHz will be addressed through the change order process.*

Functionality	Manufacturer		Incremental Cost	Comments
Provide dual frequency operation to single zone coaxial based Distributed Amplifier System (DAS)	**ANDREW INC.**		**$ 24,000.00**	**Contract requires 800 MHz mutual aid channel operation in High Priority Buildings**
Provide dual frequency operation to a 2 zone fiber based Distributed Amplifier System (DAS)	**ANDREW INC.**		**$ 28,000.00**	**Contract requires 800 MHz mutual aid channel operation in High Priority Buildings**
Add dual frequency operation per zone for each zone exceeding 2	**ANDREW INC.**		**$ 8,000.00**	

2. *Pricing for the 700 MHz Voice and Data System antennas, items 8 and 9 in the ROM Equipment Table, is a special one time discounted price negotiated with Nextel as a condition for obtaining their approval of the Agreement. For the purpose of establishing future pricing for this equipment as described in Section 4.2 of the System Contract, the System Contract unit price in the Voice and Data Antenna Table will be used.*

EXHIBIT D

RECONFIGURATION ACCEPTANCE CRITERIA

RECONFIGURATION ACCEPTANCE CRITERIA

PLANNING PHASE

Deliverables and the applicable acceptance criteria for the Planning Phase of the System Reconfiguration are identified in the following table:

DELIVERABLE	ACCEPTANCE CRITERIA	SCHEDULED COMPLETION
Final 700 MHz frequency re-use plan	Submit 700 MHz frequency re-use plan to Licensee; obtain approval	Complete
A 700 MHz voice coverage analysis including inbound and outbound multi-layered coverage maps detailing portable on street, portable in building (+ 10 & 20 dB). A 700 MHz mobile coverage analysis for inbound and outbound. Portable and mobile maps are based on DAQ 3.4 at 95% Reliability over area shown as covered in the applicable "Coverage Prediction Maps" under the System Contract using a portable radio worn at hip level used outdoors on-street, measured using applicable test procedures under the System Contract A 700 MHz High Performance Data coverage analysis including inbound and outbound coverage maps.	Submit 700 MHz voice and data coverage analysis and Coverage Prediction Maps to Licensee and obtain approval	Complete
700 MHz combiner requirements	Submit RF Coverage Parameter Spreadsheet for PSEC System 700 MHz voice, and 700 MHz data systems to Licensee	Complete
700 MHz antenna requirements	Submit RF Coverage Parameter Spreadsheet for PSEC System 700 MHz voice, and 700 MHz data systems to Licensee	Complete
Identification of changes in antenna locations on towers	Submit RF Coverage Parameter Spreadsheet for PSEC System 700 MHz voice, and 700 MHz data systems to Licensee	Complete
Develop 700 MHz inter-modulation and interference plan and input data	Submit Plan to Licensee	Complete
Vehicle antenna system design	Submit vehicle antenna design to Licensee and obtain approval	Complete
Revised Rack face drawings for the Voice and Data Sites	Submit revised site rack face drawings to Licensee	Complete
FCC License Application Engineering Studies for Data Sites	Submit and Review 700 MHz Interference Contour maps (Longley-Rice and Okumura) with Licensee for 27 Data Sites	Complete

IMPLEMENTATION PHASE

Deliverables and the applicable acceptance criteria for the Implementation Phase of Licensee 700 MHz Reconfiguration are identified in the following table:

DELIVERABLE	ACCEPTANCE CRITERIA	SCHEDULED COMPLETION
The purchase and delivery of 700 MHz products as Identified in the Statement of Work to reconfigure the voice and data systems for 700 MHz operation	Deliver products to Licensee in accordance with System Contract requirements for "Equipment" delivery and provide an inventory	July 2011
Provide In accordance with the Statement of Work, a preliminary distributed amplifier system design to include 700 MHz operation for the PSEC System. Prepare and submit a change order for the purchase of the 700 MHz components identified in the design.	Approval of the change order by Licensee	February 2012

FOURTH AMENDMENT TO THE
PUBLIC SAFETY ENTERPRISE COMMUNICATION
SYSTEM AGREEMENT

This Fourth Amendment (this "Amendment") to the Public Safety Enterprise Communication System Agreement (the "Agreement") by and between the County of Riverside, California (the "County") and Motorola, Inc., a Delaware corporation with a principal place of business at 6450 Sequence Drive, San Diego, California ("VENDOR") is effective as of date this Amendment becomes fully executed by the parties to the Agreement (the "Amendment Effective Date"), which date shall be confirmed in writing by Notice of the County as the second party to execute this Amendment. Capitalized terms not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement.

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1. Definitions

a. Article I of the Agreement is hereby amended to add a new Section 1.7 as follows:

Section 1.7 700 MHz Change Supplemental Definitions.

a. ***"700 MHz Change"*** **means the re-engineering and related implementation of such modifications of the System to convert the System from its contemplated operation as an 800 MHz radio system to operation on 700 MHz replacement frequencies as described in the RPIA SOW and performance in accordance with the terms and specifications of this Agreement.**

b. ***"700 MHz Change Effective Date" means th*****e date the Fourth Amendment becomes fully executed by the parties to the Agreement but no earlier than immediately following the effectiveness of the RPIA, which date shall be confirmed in writing by Notice of the County as the second party to execute the Fourth Amendment.**

c. ***"700 MHz Change Equipment"*** **means the Equipment (including all purchases of non-Software products that are made through the RPIA) that is part of the 700 MHz Change.**

d. ***"700 MHz Change Equipment, Software and Services"*** **means the Equipment, Software and Services (including all purchases made through the RPIA) that are part of the 700 MHz Change, without distinguishing between Equipment, Software and Services provided by VENDOR hereunder and so-called "products" and "services" provided to the County under the RPIA (all of which products are deemed to be Equipment or Software under the Agreement), regardless of the extent to which a portion of the 700 MHz**

Change Combined Contract Price for any such product may fall outside the Total Contract Price and be payable under the RPIA.

e. ***"700 MHz Change Contract Price"*** **means, at any date, the aggregate expenditures of the County (excluding sales and similar taxes) other than for items already included in the Total Contract Price on the Amendment Effective Date to be paid to VENDOR under this Agreement (not including any portion of the RPIA Contract Price) for the 700 MHz Change projected through the scheduled Term of this Agreement, which as of the 700 MHz Change Effective Date is an amount equal to zero.**

f. ***"700 MHz Change Combined Contract Price"*** **means the sum of the 700 MHz Change Contract Price and the then current RPIA Contract Price.**

g. ***"Fourth Amendment"*** **means the Amendment to this Agreement approved at the** Feb. 8, 2011 **meeting of the County Board of Supervisors and providing for, among other things, terms and conditions of this Agreement related to the 700 MHz Change.**

h. ***"FRA"*** **means the Frequency Reconfiguration Agreement between the County and Nextel with respect to the 700 MHz Change.**

i. ***"Nextel"*** **means Nextel Communications, Inc. and any other affiliate of and including Sprint Nextel Corporation, as well as permitted successors and assigns of Nextel's obligations under the FRA.**

j. ***"Parties"*** **means VENDOR and the County as the parties to this Agreement.**

k. ***"RPIA"*** **means the Reconfiguration Planning and Implementation Agreement dated as of December 14, 2010 between the County and VENDOR.**

l. ***"RPIA Contract Price"*** **means at any date the then current "Contract Price" as defined in the RPIA.**

m. ***"RPIA Installment Payment"*** **means a payment associated with a milestone described in Exhibit A to the RPIA.**

n. ***"RPIA SOW"*** **means at any date Exhibit A to the Fourth Amendment, as modified by the Parties as of such date.**

b. In connection with effecting the 700 MHz Change, certain provisions of the Agreement that anticipated operation of the System on 800 MHz radio frequencies (or a possible partial or eventual operation of the System on 700 MHz radio frequencies but not in the manner implemented by this Amendment or future similar amendments) have become obsolete, unnecessary or inconsistent with the express intentions of this Amendment. Therefore, as a general matter, references in this Agreement that suggest that it will operate on 800 MHz frequencies are deemed modified to conform to the design and operational changes expressly described or clearly implied by this Amendment (as it may be superseded by subsequent relevant amendments to the Agreement). Additionally, any provisions predicting or contemplating 700 MHz operation of the System but inconsistent with the actual elements of the 700 MHz Change that the County and VENDOR have expressly adopted are also deemed overridden. Any technical references to "800 MHz" that should as a consequence refer to "700 MHz" to reflect the reality of the 700 MHz Change are also deemed so modified. These modifications are effective on the 700 MHz Change Effective Date, absent manifest error that would result from such modifications. This Section 1(b) applies only to the terms and conditions of the Agreement as in effect immediately prior to the 700 MHz Change Effective Date. Notwithstanding the foregoing, the County and VENDOR may from time to time jointly identify exceptions or clarifications of the above general rules. Such express exceptions or clarifications are not intended to imply that they represent an exclusive list or are the most material provisions that might be expressly addressed in a similar manner, and initially include: (1) the references on page 12 of Attachment CHT to "806 MHz" and "821 MHz" are not affected by this Section 1(b) , (2) the reference on page 3 of Attachment RQI to "800 MHz" is not affected by this Section 1(b), (3) Annex II to Attachment SPC (formerly the content of Annex I to Attachment SPC) is not affected by this Section 1(b).

Section 2. Conditions Precedent to Amendment Effectiveness

This Amendment shall neither be binding nor effective unless and until it shall have been approved by the County Board of Supervisors (the "Board") and executed by the Board's Chairman.

Section 3. Purchase and Sale

a. VENDOR's products and services provided to the County under the RPIA shall be deemed also to be provided under the Agreement except as otherwise expressly set forth in the Agreement (including as amended by this Amendment). VENDOR's delivery of products and services under the RPIA will also constitute delivery of the same Equipment, Software and Services under and subject to the Agreement (other than to create any obligation of the County to pay any portion of the RPIA Contract Price as consideration for such Equipment, Software and Services) without duplication.

b. The 700 MHz Change Combined Contract Price as of the 700 MHz Change Effective Date includes the Equipment, Software and Services set forth in the RPIA SOW for and related to the 700 MHz Change, as well as subsumes the cost to the County of all documentation described in the RPIA SOW. The RPIA SOW shall be modified by Change Order effective as and when any modification or waiver of the RPIA's "Statement of Work" becomes effective (including any modification or waiver of an RPIA definition or other term that affects the interpretation of the RPIA's Statement of Work).

c. Based upon the assumptions stated in the RPIA SOW, VENDOR confirms that it has used commercially reasonable efforts to identify in the RPIA SOW the reasonably foreseeable circumstances that could result in increasing the price of the 700 MHz Change. With the understanding that the County shall not use the following statement in support of any claim against VENDOR, VENDOR confirms that it has applied the expertise and experience it has in related matters (including as a vendor in contracts with 800 MHz licensees subject to FCC-mandated rebanding and contemplating reimbursement to the County for timely noticed and properly submitted expenses by Nextel for the incremental costs to the County arising from the 700 MHz Change) to advise the County and develop and include in the RPIA SOW assumptions and contingencies that address the reasonably foreseeable circumstances that might arise in the course of the County's pursuing the 700 MHz Change in the County's current circumstances as it builds out the System.

Section 4. 700 MHz Change Pricing

a. As of the 700 MHz Change Effective Date, VENDOR is not entitled to bill the County under the Agreement for any portion of the 700 MHz Change Combined Contract Price. To the extent that there is included in the Total Contract Price for any reason an amount for which reimbursement from Nextel may be sought, VENDOR shall provide the same extent of cooperation to the County in pursuing such expense as would have been required under the RPIA had such expense arisen thereunder as part of the RPIA Contract Price.

b. If the County cancels a product or service that is the subject of a pending order under the RPIA, it may purchase such products or services under the Agreement without liability for such canceled order. The cost of such products will be consistent with this Section 4. The County may purchase additional 700 MHz Change Equipment under the Agreement. The pricing of such equipment shall initially be the pricing set forth in the RPIA SOW under the column "700 MHz Unit Contract Price", which reflects a discount percentage on such items equal to the discount applied to the same corresponding elements of the initial System in Attachment PRC on the Effective Date. VENDOR will hold firm the dollar (including dollar per unit) pricing of the 700 MHz Change Equipment for two years after Acceptance for Payment of the initial System. During such period and thereafter, VENDOR pricing offered to the County shall in any event be no higher for any item than pricing based upon no less a percentage discount than the percentage discount off the Motorola published pricing in its Electronic Catalog U.S. Domestic version on the date of any subsequent purchase order. The firm fixed percentage discount will be determined by the product categories listed in the PRC and shall be equal to the percentage discount for each product category in Attachment PRC, which shall be clearly indicated in Attachment PRC.

c. Any authorization or acceptance issued by the County to allow VENDOR to receive a RPIA Installment Payment shall not in any manner or respect act as evidence of the County's acceptance or authorization of any payment for or the satisfaction of any term or condition regarding any Equipment, Software, or Services under the Agreement.

Section 5. General Release

Payment of all or a part of the 700 MHz Change Combined Contract Price as payment of RPIA Contract Price under the RPIA shall not affect any rights the County may have under Section 5.4 of the Agreement.

Section 6. Coverage Prediction Maps

In connection with the 700 MHz Change, the Coverage Prediction Maps for the System have been updated to reflect Site locations and 700 MHz frequency operation contemplated as of the 700 MHz Change Effective Date. Those Coverage Prediction Maps replace the previous version of those maps (the "800 MHz Design Maps") contemplating 800 MHz operation of the System and based upon now out-of-date Site information. The 800 MHz Design Maps will be retained under a new Annex II to Attachment SPC, but will have no operative effect in the Agreement other than as a record of historical coverage predictions. The only purpose for retaining the 800 MHz Design Maps is that at the County's discretion, it may use them (prior to or in the absence of the generation of any such maps that reflect Site location information more recent than that used in preparing the 800 MHz Design Maps) in discussions with Nextel concerning the predicted System coverage that would have been provided using 800 MHz frequencies.

Section 7. Delay

Delay affecting the 700 MHz Change shall generally be addressed as provided in Section 7.1 of the Agreement, including as it may relate to any 700 MHz Change Equipment, Software or Services, whether they arise under the RPIA (except, with respect to matters arising solely under the RPIA, as otherwise expressly provided in Section 4.1 of the RPIA).

At the County's election, any additional compensation pursuant to Section 7.1 with respect to the 700 MHz Change shall, at the sole discretion of the County and except as otherwise provided in Section 4.1 of the RPIA, be payable to Motorola by means of a change order under the RPIA rather than a Change Order under the Agreement so that the County may also initiate a change notice to Nextel under the FRA providing for such compensation to be paid by Nextel. If Nextel rejects such change order or does not approve it within six months, then the additional compensation pursuant to Section 7.1 will be payable under the Agreement and not under the RPIA.

Section 8. Records

VENDOR'S obligation to keep and maintain records in accordance with Section 5.3 of the Agreement shall include all records with respect to the County's purchase of 700 MHz Change Equipment, Software and Services, whether payment therefore is made under the Agreement or pursuant to the RPIA. In connection with the 700 MHz Change, VENDOR shall submit documentation and justification in support of expenditures or fees comprising the 700 MHz Change Combined Contract Price as may be required by the County as and to the same extent and subject to the same conditions as are set forth in Section 5.2 of the Agreement with respect to such matters under this Agreement.

Section 9. Title and Risk of Loss

For purposes of Article 18 of the Agreement, the 700 MHz Change Equipment, Software and Services shall be deemed to have been provided under the Agreement.

Section 10. Taxes

Taxes with respect to 700 MHz Change Equipment, Software and Services shall be subject to Article 21 of the Agreement, with the applicable tax payments allocated to the RPIA with respect to the taxable portion of the RPIA Contract Price.

Section 11. Product Warranties

Article 13 of the Agreement is hereby amended to add a new Section 13.12 as follows:

Section 13.12. 700 MHz Change Warranties. For purposes of the warranties under this Article 13, the 700 MHz Change Equipment, Software and Services (other than "Reconfiguration Implementation Planning Services" under the RPIA, a warranty with respect to which is provided thereunder) shall be deemed to be subject to such warranty provisions, whether or not the Total Contract Price includes the full cost of such Equipment, Software and Services.

Section 12. Representations and Warranties

VENDOR represents and warrants to the County with respect to the 700 MHz Change that:

(a) the execution, delivery and performance of this Amendment by VENDOR and performance under the Agreement and the RPIA with respect to the 700 MHz Change will not violate any property rights, agreement, document, instrument, order, judgment or Law binding upon VENDOR or any of its property; and

(b) VENDOR has committed the necessary resources to provide the 700 MHz Change Equipment, Software and Services in a timely manner pursuant to this Agreement.

Section 17 Amended Attachments.

a. The RPIA SOW is hereby adopted as an addendum to Attachment SOW.

b. Attachment MHZ to the Agreement is hereby amended and restated in its entirety in the form of Attachment MHZ included under Exhibit B hereto.

c. Annex I to Attachment SPC to the Agreement is hereby amended and restated in its entirety in the form of the Annex I included under Exhibit C to this Amendment, and the content of Annex I to Attachment SPC that is being replaced in such restatement is hereby designated as Annex II to Attachment SPC.

Section 18. 700 MHz Re-Engineering Documentation

(a) In connection with the FCC-mandated 800 MHz "rebanding" of public safety radio systems that requires reconfiguration of such systems to operate on alternative frequencies (the "Rebanding Program"), the County and VENDOR are executing the RPIA. The RPIA is not an amendment of the Agreement, but rather a free-standing contract intended to comply with such requirements of the Rebanding Program as set forth in the FRA and other related documents.

(b) None of the Agreement, this Amendment or any other amendment of the Agreement shall be deemed to modify the RPIA unless the intent to do so is expressly stated therein. Neither the RPIA nor any amendment thereof shall have the effect of modifying, amending or waiving any provision of this Agreement.

Section 19. Survival

Any provision of this Amendment which contemplates performance or observance subsequent to the termination of the Agreement or the expiration of the Term, including any renewals or extensions thereof, shall survive and continue in full force and effect.

Section 20. Governing Law

This Amendment shall be governed by and interpreted in accordance with the laws of the State of California.

Section 21. No Waiver

Nothing in this Amendment shall constitute a waiver of any of the rights or obligations under the Agreement of the Parties except as expressly set forth herein. No modification, amendment, supplement to or waiver of this Amendment or any of its provisions shall be binding upon the Parties unless made in writing and duly signed by the Party against whom enforcement is sought. A failure or delay of either Party to enforce at any time any of the provisions of this Amendment or the Agreement as amended at any date or to exercise any option which is herein provided or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of the Amendment or of the Agreement.

Section 22. Incorporation by Reference

The following documents, attached hereto or included under Exhibits hereto, are hereby incorporated by reference into and made a part of this Amendment with the same force and effect as though set forth in their entirety in this Amendment:

Exhibit A	*RPIA SOW*
Exhibit B	*Attachment MHZ*
Exhibit C	*Annexes I and II to Attachment SPC*

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the Amendment Effective Date.

COUNTY OF RIVERSIDE, CALIFORNIA

By____________________________

Date__________________________

Name: Bob Buster
Title: Chairman, Board of Supervisors

MOTOROLA, INC.

By Gregory J. Pfaff
Date Nov. 30, 2010
Name: GREGORY J. PFAFF
Title: Nat'l Rebanding Mgr.

(REPRINTED AS EXHIBIT A TO AMENDMENT #4)

EXHIBIT C

STATEMENT OF WORK

RECONFIGURATION PLANNING AND IMPLEMENTATION AGREEMENT

Statement of Work

Supporting Conversion of County of Riverside PSEC Radio System

Summary of All Costs

Pursuant to the FCC's mandated 800 MHz band reconfiguration, the Licensee is required to reconfigure its existing 800 MHz radio system. Pursuant to Licensee's FRA with Nextel, Nextel is to fund certain estimated system reconfiguration (including 700 MHz re-engineering and equipment costs associated with the deployment of Licensee's radio system that will replace the existing 800 MHz system) planning and implementation costs, as outlined in the tables that follow:

Licensee Organization Name: **County of Riverside, California (the "County")**

Licensee City, State and Zip: **County of Riverside**
4080 Lemon Street
10th Floor
Riverside, CA 92501
Attention: Dan Nila

PLANNING

The scope of planning will include development of the information necessary to define the changes in the equipment and services required to execute the deployment as a 700 MHz system of the Motorola-based PSEC radio system contracted for by Licensee (the "PSEC radio system") that was originally contemplated to be an 800 MHz system that would replace the existing M/A-COM-based 800 MHz system scheduled to be decommissioned in 2011. The PSEC radio system is now in the early phases of deployment and is proposed to be re-engineered and equipped to operate as a 700 MHz system in accordance with the PSEC radio system purchase contract (the "System Contract") requirements, but subject to potential differences in the type, configuration, and specifications, of combiners, filters, antennas and other frequency dependent equipment. The proposed deployment of the PSEC radio system as a 700 MHz system will negate the need to reconfigure Licensee's currently existing and operational 800 MHz system or to reconfigure the PSEC radio system to operate on replacement 800 MHz frequencies; however, deployment of the PSEC system as a 700 MHz system will require the incurrence of related planning (and implementation) costs. This SOW does not address Licensee's rebanding of the 800 MHz channel used by its education system.

Planning Summary Cost Table

Summary of Planning Costs					
Summary 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)**	**Total Actual Expenses to Date**	**Grand Total**
Spectrum analysis planning and data input worksheets for inter-modulation study must be redone	Motorola		$30,400.00	$750.00	$31,150.00
Engineering and Implemenation Planning, Site Re-design for 700 MHz, Vehicle Antenna Design for 700 MHz	Motorola		$535,610.00	$0.00	$535,610.00
Legal	Motorola		$0.00	$0.00	$0.00
Project Management - Logistics Management necessary to coordinate the resources necessary to complete the 700 MHz design	Motorola		$43,320.00	$0.00	$43,320.00
Preparation of ROM Estimates for service and equipment and preparation of SOW	Motorola		$34,200.00	$0.00	$34,200.00
Total Estimated Planning Costs			$643,530.00	$750.00	$644,280.00

Planning Risks:

1. The predicted (and actual) coverage for the 700 MHz system may not be directly comparable with that of the PSEC radio system as an 800 MHz system. Motorola's re-engineering solution is intended to avoid 700 MHz system area coverage that is inferior to that which would have been anticipated under the System Contract for the PSEC radio system operating as an 800MHz system. However, due to differences between operating characteristics of the 800 MHz and 700 MHz hardware, the site changes that have occurred since February 2008, as well as propagation differences between the two bands, both the predicted and the actual coverage for the two systems will differ. The effort that will need to be undertaken to review and address any concerns Licensee may have with the 700 MHz coverage design and actual coverage, including with respect to System Contract performance specifications, is not reasonably foreseeable at this time but may result in cost and schedule impact.

2. Depending on the final antenna designs, there may be an impact on optimal tower design if the antenna wind loading for the specified 700 MHz antennas is sufficiently different from the proposed 800 MHz antennas. This could result in the need to re-design the tower which could have an impact on the foundation design which could further impact the site layout. The use of an antenna that has similar wind loading characteristics as the proposed 800 MHz antenna, may solve the tower loading issue, but could adversely affect the system coverage prediction. The investigation and resolution of these issues may result in a cost and schedule impact.

3. The results of the coverage and interference analysis for a 700 MHz configuration may result in having to reassign frequencies and the revision of the frequency reuse analysis. A review of the frequency re-use plan after the coverage and interference analysis is a normal step in the design process and some time has been included in the estimates to accommodate this. However, depending on the severity of any issues surfaced during the

coverage and interference analysis, a more significant investigation may be required. The additional time and direct and indirect costs associated with such issues will be addressed with Licensee via the change order process.

4. Some numbers of Low Power Television (LPTV) stations in Riverside County continue to operate in the 700 MHz spectrum now allocated to Licensee for operation of the 700 MHz PSEC radio system. It is not practical or useful to perform the planned spectrum interference measurements and noise floor monitoring in the areas of the County affected by the operation of the LPTV stations. Since the LPTV stations are not required to cease transmissions until a public safety agency is licensed and prepared to commence operations on the impacted frequencies, it is not reasonable to expect that this work can be completed in the time frame necessary to maintain the current schedule for the implementation of the PSEC radio system. Consistent with the primary goal of avoiding delay of PSEC radio system implementation as a result of re-engineering the system to 700 MHz operation, Motorola will perform the level of inter-modulation and interference studies feasible under the present conditions, complete the PSEC radio system design, and prepare to place the equipment order in the time frame necessary to maintain the System Contract project implementation schedule. As soon as practical after the LPTV stations cease operation, Motorola will perform the spectrum interference measurements and noise floor monitoring to identify any hidden interference that may be present. Depending on the results of the interference analysis, the resolution for any resulting interference issues could include, but not be limited to, one or more of the following:

   - No action required
   - Re-tune combiners
   - Modify or enhance filtering
   - Change antennas
   - Revise the frequency re-use plan and coverage design
   - Re-conduct coverage testing

   Because the range of impact is so broad and the potential solutions so undefined, if interference becomes an issue, it will be identified and resolved through the change order process.

5. The changes in the local Public Safety Region's FCC licensing process may result in an increase in the effort required to prepare and submit the 700 MHz license applications. If this occurs, it will be addressed through the change order process.

Rough Order of Magnitude Estimate Summary Cost Table

The summary of cost related to the effort necessary to develop the Rough Order of Magnitude (ROM) estimate and the ROM is detailed in the following table:

Summary of Rough Order of Magnitude Estimated Equipment Costs						
Rough Order of Magnitude (ROM) Estimate Category	**Name of Internal and Vendor Service Provider(s)**	**Total Internal Costs (Not to Exceed)**	**Total Vendor Costs (Not to Exceed/Firm Fixed price)**	**Total Estimated Expenses**	**Sales Tax (8.75%)**	**Grand Total**
Rough Order of Magnitude (ROM) Estimate of equipment impacted by PSEC radio system conversion to 700 MHz	Motorola		$462,621.87	$0.00	$40,479.41	$503,101.28
Total Estimated ROM preparation Costs			$462,621.87	$0.00	$40,479.41	$503,101.28

ROM Assumptions and Contingencies:

1. The type and quantity of specific antenna models to be provided at both voice and data RF sites.
2. The impact to tower design and documentation resulting from potential antenna changes
3. The Distributed Amplifier Systems (DAS) required to provide in building coverage for Licensee's High Priority Buildings (as designated under the System Contract) need to support both Licensee's 800 MHz inter-operability and mutual aid channels as well as the 700 MHz PSEC radio system. In order to accomplish this, the DAS equipment will require some level of additional 700 MHz hardware which is identified in the ROM Equipment Table in Section 3.0. The design of r the DAS systems will not be finalized until the applicable cells or sites of 700 MHz PSEC radio system have been installed and are operating. The scope of the DAS system design is not yet defined and the equipment configuration cannot be completed until the system design is finalized. No costs associated with the DAS re-design for 700 MHz have been included in the ROM summary cost table. Motorola is identifying these potential changes to the DAS as contingent cost impacts to be addressed via the change order process when the equipment configuration is finalized.
4. If the PSEC radio system RF coverage design resulting from the 700 MHz re-design is not accepted by Licensee, the nature and extent of efforts required to resolve Licensee's concerns will depend on Licensee's perception of deficiencies and therefore cannot be estimated at this time. The appropriate solutions could range from changes in antennas to the need to relocate or add a site or sites and could include but would not be limited to the following:
   - Management and engineering costs associated with the new site selection which would be incurred by both Licensee and Motorola.
   - Costs incurred by Licensee for site acquisition.
   - Site engineering and construction costs including shelter and tower incurred by Motorola.
   - RF engineering costs incurred by Motorola.
   - Equipment and Equipment installation costs incurred by Motorola.

- Optimization, testing and documentation costs incurred by Motorola.

Motorola is identifying these potential changes as contingent cost impact items to be addressed with Licensee via the change order process if they occur and when the scope of the resolution can be determined.

5. The potential effort required to reprogram PSEC radio system radios as a result of re-banding changes to the interoperability and mutual aid channels that occur after the radios have been placed in initial operation.

Overview

Motorola has assembled this document, called a Statement of Work (SOW), which provides an overview of activities required to plan and implement the conversion of Licensee's PSEC radio system to operate on 700 MHz frequencies.

This Statement of Work consists of four sections. Section 1 is the Engineering and Implementation Planning Section which describes the activities necessary to identify and define the changes in equipment and services required to convert the PSEC radio system from 800 MHz to 700 MHz operation. Section 2 is the section which describes the activities required to develop the Rough Order of Magnitude (ROM) estimate of the costs associated with the changes in equipment and services necessary to implement the conversion of the PSEC radio system to 700 MHz operation. Section 3 is the section that identifies the specific equipment and services changes and the incremental cost differentials for implementing the PSEC radio system to operate at 700 MHz. These sections, along with the system description table at the end of this SOW, may be included with your reimbursement request submittal to Nextel and the Transition Administrator (TA). This SOW is not a detailed conversion specification and is not intended for use in a solicitation for services by Licensee.

The scope of planning will detail the requirements necessary to execute in accordance with the System Contract a deployment of the PSEC radio system as a 700 MHz system rather than the 800 MHz system design that had been contemplated under the System Contract. The planning process described in this SOW is based on the following key assumptions:

- Notice from Licensee to Motorola pursuant to a related change order to deploy a 700 MHz PSEC radio system rather than the 800 MHz system, with no further design effort dependent on 800 MHz frequencies after October 21, 2008.
- Analysis is limited to the modified and incremental services and equipment required to deploy a 700 MHz PSEC radio system rather than the 800 MHz system that was to be delivered under the System Contract.

- The group of 700 MHz frequencies that will be required for Licensee will be identified as a single deliverable from the FCC. If all such frequencies are not received when contemplated by the schedule, late identification of any frequencies will likely result in substantial redesign and significantly delay the project. Should this occur it will be addressed via change order.
- Regional and statewide interoperability planning is a requirement for effective rebanding, of ITAC, ICALL and other mutual aid channels. Licensee has assumed responsibility for that interoperability planning effort. The regional and statewide interoperability planning is not part of this planning estimate.
- This proposal assumes no impact on the subscriber equipment that was already planned for the PSEC radio system and that Licensee will be responsible for all subscriber trade-in activities

Following are the activities included in this planning and ROM development. These activities were previously completed for the PSEC radio system prior to Licensee's request to cease the 800 MHz design activities for the PSEC system, and must be redone for the 700 MHz deployment.

- IM and interference analysis planning and input to IM data worksheets
- Frequency Reuse Plan
- Coverage design
- Design RF site equipment and antenna systems
- Design vehicle antenna placement
- Project support

1.0 Engineering and Implementation Planning

1.1 Assumptions

Below are the assumptions considered in the engineering and implementation planning for the conversion of the PSEC radio system from 800 MHz operation to 700 MHz operation.

- Motorola will generate a design which will consist of the incremental modifications of the PSEC radio system required for a successful 700MHz system deployment in accordance with System Contract requirements.
- Both the Digital ASTRO Voice System and the High Performance Data System will require Equipment; Coverage; and Frequency Reuse design
- The site locations used in the design will be in accordance with the Sites selected as of March 17, 2009. Such Sites may change in the future prior to the PSEC radio system's becoming operational. Also, some of the site locations used differ from those used to perform initial 800 MHz coverage predictions. For this reason, 800 MHz coverage predictions would have to be re-generated in order to have a comparable baseline against which to assess differences in 700 MHz

coverage for a similar site configuration. Licensee has advised Motorola that it may determine that such baseline 800 MHz design coverage predictions be delivered to Licensee for purposes of confirming the acceptability of the extent of 700 MHz coverage, and they would be generated at a time judged by Licensee to minimize delay in completing the Agreement, FRA and other initial rebanding documentation or adversely impacting the PSEC radio system project schedule. However, Licensee and Motorola currently estimate that the probability is low that 700 MHz coverage will be inferior to 800 MHz coverage in any area that Licensee deems material to public safety objectives. For that reason, Nextel will be advised of the estimated cost for generating updated 800 MHz coverage predictions, but those costs are not included in this Statement of Work. Depending on the timing for the performance of this work in the unlikely event that it is undertaken, there may be a cost and schedule impact to the PSEC radio system implementation as well as to the work performed under the Agreement. The degree of impact cannot be estimated at this time, and will be addressed with Licensee via the change order process at the same time the design coverage prediction work is authorized.

- The process to deliver the guaranteed coverage in accordance with System Contract obligations will be an iterative process of equipment analysis and selection; coverage evaluation; and frequency assignment and reuse design. Although not expected, if adverse discrepancies in coverage of the 700 MHz design relative to 800 MHz projections are considered material, the required solutions may include changes up to and including moving or adding one or more sites to the PSEC radio system. Any cost or schedule impact resulting from such changes will be addressed via the change order process
- To the extent that this Statement of Work is intended to modify any System Contract terms and conditions, such intent will be confirmed by a separate formal amending of the System Contract, which may incorporate by reference, in whole or in part, this Statement of Work.

1.2 Intermodulation Analysis

Motorola had completed the spectrum analysis planning and data input worksheets for the inter-modulation study for the 800 MHz system and this portion of the effort will have to be redone for 700 MHz and has been identified within this SOW. The remainder of the intermodulation and interference analysis has not been completed. This effort was intended to be performed as part of the 700 MHz system design and treated as part of the original project scope. However, some number of Low Power Television (LPTV) stations in Riverside County continue to operate in the 700 MHz spectrum now allocated to Licensee for operation of the 700 MHz PSEC radio system. It is not practical or useful to perform the planned spectrum interference measurements and noise floor monitoring in the areas of the County affected by the operation of the LPTV stations. Since the LPTV stations are not required to cease transmissions until a public safety agency is licensed and prepared to commence operations on the impacted frequencies, it is not reasonable to expect that this work can be completed in the timeframe necessary to maintain the current schedule for the implementation of the PSEC radio system. Consistent with the primary goal of avoiding delay of PSEC radio system implementation as a result of re-engineering the system to 700 MHz operation, Motorola will perform the level of inter-modulation and interference studies feasible under the present conditions, complete the PSEC radio system design, and prepare to place the equipment order in the time frame necessary to maintain the System Contract project implementation schedule. As soon as practical after the LPTV stations cease operation, Motorola will perform the spectrum interference measurements and noise floor monitoring to identify any hidden interference that may be present. Depending on results of the interference analysis, resolution for any resulting interference issues could include, but not be limited to, one or more of the following:

- No action required
- Re-tune combiners
- Modify or enhance filtering
- Change antennas
- Revise the frequency re-use plan and coverage design
- Re-conduct coverage testing
- Moving or adding sites

Because the range of impact is so broad and the potential solutions so undefined, if interference becomes an issue, the resolution and the associated cost and schedule impact will be identified through the change order process. .

Vendor Labor Table

Planning Cost Category/Tasks	Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Frequency Analysis					
InterMod & Interference Plan & Input documents Must be Redone (89 sites)	160	$190.00	30,400.00		Motorola
Total Vendor Cost			$31,150.00	$750.00	

This analysis is specific to the PSEC radio system. This Statement of Work does not include the frequency coordination and analysis that may be required on a regional interoperability level.

1.3 Frequency Re-use Plan

The following are the high level requirements for the frequency re-use plan for the PSEC radio system:

- Redesign 700 MHZ frequency plan
- Redesign 700 MHz frequency plan for 6 Simulcast Cells, 11 ASTRO 25 Repeater Sites and 27 HPD Sites.
- Perform a frequency re-use analysis

The following steps are necessary to execute the 700 MHz frequency re-use plan.

1. Use the existing 800 MHz frequency re-use matrix as a baseline for the new 700 MHz frequency re-use matrix.
2. Identify blocks of 700 MHz channels for the High Performance Data system.
3. Identify blocks of 700 MHz channels for the Voice system.
4. Determine frequency assignments per site/cell. This will be the 700 MHz frequency plan.
5. For each site/cell revisit antenna heights based on 700 MHz antenna separation requirements which affect isolation values.
6. Simulate coverage for the sites/cells based on revised parameters, including the 700 MHz frequency assignments at each site/cell.
7. Evaluate coverage and determine if coverage is maximized based on current 700 MHz frequency assignments. If there is a reduction of coverage due to frequency re-use, change frequency assignments. Other fixes can include changing the antenna types and power levels.
8. Remodel the coverage based on the parameter or frequency assignments. Multiple iterations will be required to optimize the coverage.
9. Create 700 MHz inbound and outbound maps for the sites/cells.
10. Develop outbound contour maps for 11 ASTRO 25 Trunked Repeater sites, 56 simulcast remote sites, and 27 HPD sites.
11. Determine if contours meet FCC and region 5 rules. If not, adjust RF parameters such as antenna patterns, power, or frequency assignment.
12. Once RF parameters are adjusted, repeat steps 6-11 for sites or simulcast cells that are affected.

1.4 Coverage Redesign

Coverage Design Overview - For a simulcast system, merely providing coverage maps of individual sites (separately or on the same map) does not accurately represent the total system performance, which depends upon differential delays and aggregate signal levels. Therefore, Motorola has developed HydraSM's simulcast model which uses the delay spread methodology to simulate aggregate signal strength and audio phase angle (delay) throughout the entire predicted coverage area. All locations within the predicted coverage area are analyzed for the combined effect of signal strengths and differential delays from the simulcast transmitters in the system. HydraSM's simulcast coverage maps will show any areas predicted to have coverage problems caused by out-of-phase signals and/or inadequate signal strengths. HydraSM allows modeling with varied transmitter launch delays to predict optimized simulcast coverage within the area being evaluated. The final outputs from Hydra are maps that depict the coverage for the system based on the parameters that are inputted by the engineer. Therefore it is critical that the data that is entered into the simulation tool be as accurate as possible at the time the maps are developed. It is also critical that best engineering practices be used to develop these maps so that Motorola can guarantee the coverage by testing the area once the system is implemented. The following are the details that go into the development of the coverage simulations.

The following are the high level requirements for the coverage re-design plan for the PSEC radio system:

- Redesign coverage for four Simulcast Cells, 11 ASTRO 25 Repeater Sites and 23 High Performance Data Sites
- Redesign portable on street, portable in building, and mobile maps.
- Generate revised contour maps for frequency analysis
- Generate revised coverage design for all six Simulcast Cells, 11 ASTRO 25 Repeater Sites and 27 HPD sites based on the new frequency assignments

1.4.1 Steps to model ASTRO 25 Trunked Repeater site voice coverage

1. Design RF parameters, including antenna system parameters, losses, transmitter power, etc. (While not distinctively separate, this is an input into the Equipment evaluation and selection.)
2. Design subscriber parameters. (Provide as input into RF Subscriber evaluation and selections.)
3. Evaluate site parameters, including existing station frequency band, station type, etc.
4. Design antenna heights based on antenna separation requirements which affect isolation values.

5. Model coverage for 11 ASTRO 25 Trunked Repeater sites based on new parameters.
6. Evaluate 700 MHz coverage.
7. Evaluate Equipment selection and revisit parameters in order to optimize coverage.
8. Create 700 MHz inbound and outbound maps for the A25 sites, totaling 22 maps.

1.4.2 Steps to model High Performance Data coverage

1. Design RF parameters, including antenna system parameters, losses, transmitter power, etc. (While not distinctively separate, this is an input into the Equipment evaluation and selection.)
2. Design subscriber parameters. (Provide as input into RF Subscriber evaluation and selections)
3. Evaluate site parameters, including existing station frequency band, station type, etc.
4. Design antenna heights based on antenna separation requirements which affect isolation values.
5. Model coverage for 27 HPD sites based on revised parameters.
6. Evaluate 700 MHz coverage.
7. Evaluate Equipment selection and revisit parameters in order to optimize coverage. If necessary, revise Equipment selection and re-evaluate.
8. Create 700 MHz inbound and outbound maps for HPD sites, totaling 54 maps.

1.4.3 Steps to model Simulcast Cell voice coverage

The steps identified below will need to be performed for each simulcast cell in the system. It is important to note that as each cell is added to the overall coverage design, the evaluation in step 9 needs to include a review of the interaction of all the cells currently included in the design.

1. For each simulcast site, design RF parameters, including antenna system parameters, losses, transmitter power, etc. (While not distinctively separate, this is an input into the Equipment evaluation and selection.)
2. Design subscriber parameters. (Provide as input into RF Subscriber evaluation and selections.)
3. For each simulcast site, evaluate site parameters, including existing station frequency band, station type, etc.

4. For each simulcast site, design antenna heights based on antenna separation requirements which affect isolation values.
5. Model coverage for the desire simulcast cell based on design parameters.
    a. Evaluate single site 700 MHz coverage for all the simulcast remote sites included in the cell. Evaluate the composite single site coverage and compare to the simulcast cell coverage. If the simulcast cell coverage shows coverage gaps, analyze delay spread and signal strength to determine if phasing issues exist. If there are phasing issues, determine and implement fix, such as adjusting the phasing delays. Evaluate other fixes; can include changing the antenna types and power levels.
6. Remodel the coverage based on the parameter adjustments. Multiple iterations will be required to optimize the simulcast coverage, which is dependent on the number of sites in the simulcast cell.
7. Once the simulcast site coverage has been maximized, evaluate to contract commitment. If necessary, revise equipment selection, modify RF parameters and remodel coverage until the simulcast cell coverage is maximized.
8. Create appropriate 700 MHz inbound and outbound maps for simulcast cell.
9. Evaluate overall voice coverage inclusive of all trunked repeater and simulcast sites included site in the voice coverage.

1.5 Redesign of RF site equipment and antenna systems

Motorola will generate a design that will consist of the incremental modifications of the PSEC radio system required for a successful 700 MHz deployment in accordance with the System Contract.

The following is the breakdown of the tasks per major category.

- Redesign antenna and combiner selection for all 62 voice Sites
- Redesign antenna system for all 27 data sites
- Revise site equipment lists (frequency specific-options exist for some equipment).
- Revise rack face drawings for the voice and data Sites
- Revise tower design drawings related to any antenna changes

1.6 FCC License Applications

Prior to the decision to halt the 800 MHz design work for the PSEC radio system in anticipation of a 700 MHz re-design, Motorola had completed the engineering required to support the preparation and submittal of the FCC license applications for the 27 sites incorporated in the data system design. A total of six application packages, including the necessary waiver language were prepared. This entire effort was unproductive in light of the new need to prepare substitute 700 MHz license applications for the 27 data sites. Cost associated with Motorola licensing work is included in the Engineering/Implementation Planning table. Due to lack of experience with the new coordination and licensing process being implemented by the Public Safety Regional Committee, these costs are estimates and any increase in the actual costs will be addressed with Licensee via the change order process.

1.7 Vehicle Antenna System Design:

The following tasks are included in the vehicle antenna system design:

- Redesign the antenna configuration required for vehicles
- Coordinate the planning that is required since several antennas will be installed on vehicles in a complex deployment

1.8 Schedule and Deliverables

At the direction of Licensee, the 800 MHz design work was discontinued as of October 21, 2008 in anticipation of Nextel's funding of a 700 MHz deployment alternative. To be in a position to place an equipment order in a time frame that would not jeopardize the project schedule, the Notice to Proceed with preparing the 700 MHz frequency re-use planning effort was provided by Licensee November 17, 2008. The Notice to Proceed with the 700 MHz coverage redesign was issued by Licensee March 12, 2009. Motorola will place an order for the 700 MHz configured equipment after Licensee approves the 700 MHz coverage maps and the planning services and rough order of magnitude estimates for both services and equipment as described in this SOW and the applicable changes to the System Contract have been executed. Engineering and implementation planning deliverables and required completion dates are identified in the following table (see next page):

Motorola Deliverables	Planned Completion Date
Initial 700 MHz frequency re-use plan	March 15, 2009
Final 700 MHz frequency re-use plan	July 15, 2009
A 700 MHz voice coverage analysis including inbound and outbound multi-layered coverage maps detailing portable on street, portable in building (+ 10 & 20 dB), and mobile coverage, based on DAQ 3.4 at 95% Reliability over the area shown as covered in the applicable "Coverage Prediction Maps" under the System Contract using a portable radio worn at hip level used outdoors on-street, measured using applicable test procedures under the System Contract. A 700 MHz High Performance Data coverage analysis including inbound and outbound Coverage Prediction Maps.	July 15, 2009
If requested by Licensee, a corresponding 800 MHz voice coverage analysis and data coverage analysis for the same Sites to serve as an updated applicable baseline for comparing 700 MHz coverage to expected 800 MHz PSEC radio system coverage.	TBD by County to minimize re-engineering and project delay
700 MHz combiner requirements	August 21, 2009
700 MHz antenna requirements	August 14, 2009
Identification of changes in antenna locations on towers	July 15, 2009
Vehicle antenna system design	April 23, 2009

Vendor Labor Table

Planning Cost Category/Tasks	Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Engineering/ Implementation Planning					
Frequency Reuse Plan 2008	228	$175.00	39,900.00		Motorola
Frequency Reuse Plan 2009	184	$190.00	34,960.00		Motorola
Coverage Analysis	1508	$190.00	286,520.00		Motorola
Redesign of RF Site Equipment & Antenna Systems	392	$190.00	74,480.00		Motorola
Vehicle Antenna System Design	40	$190.00	7,600.00		Motorola
FCC License Application Engineering for Data Sites	440	$190.00	83,600.00		Motorola
FCC License Application Preparation, Monitoring, and Construction Notification	45	$190.00	8,550.00		Motorola
Total Vendor Cost			$535,610.00	N/A	

1.9 Project Management

1.9.1 Planning Support

The Motorola Project Manager will oversee the project plan for the 700 MHz deployment design effort to ensure a smooth execution of all deliverables and that the requirements of Licensee, as identified in this SOW, and other contractual obligations of Motorola are fully met. The project manager will participate in all major activities associated with the planning activities described in this SOW.

The Project Manager will coordinate with Licensee, 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 vendor quotes, monitoring product and project team performance will be performed by the Motorola Project Manager.

1.9.2 Negotiations Support

When requested and in accordance with the request, Motorola will assist Licensee in responding to clarifications which may be required from Sprint/Nextel or the TA. The extent of this participation is difficult to determine at this time and in the context of this atypical rebanding transaction; however, an estimate has been included in the following table. Motorola expects that if the actual requirements exceed the estimate, adjustment will be made through the change order process.

Vendor Labor Table

Planning Cost Category/Tasks	Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Project Management					
Fixed Project Support	48	$190.00	9,120.00		Motorola
Variable Project Support	80	$190.00	15,200.00		Motorola
Negotiations Support	100	$190.00	19,000.00		Motorola
Total Vendor Cost			$43,320.00	N/A	

1.10 Motorola Engineering & Technical Services

In accordance with the System Contract, Motorola will support the effort required to correctly assess the system requirements to redesign the 800 MHz PSEC radio system for operation on 700 MHz frequencies, by 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.

1.11 Local Service Support

In accordance with the System Contract, Motorola may utilize approved third-party contractors to assist in the preparation of the estimates and evaluation of fixed infrastructure and other related system equipment.

1.12 Notification and Conditions for Work

Except as otherwise provided generally under the System Contract, (i) Motorola will notify Licensee's assigned point of contact a minimum of five (5) business days' prior to starting any work on the system, (ii) Motorola will commence work at the designated location only after Licensee has notified Motorola with instructions to proceed, and (iii) whenever possible, will provide notification of required system disruptions in accordance with Licensee's outage request guidelines.

1.13 Motorola and Licensee Responsibilities

Motorola Responsibilities

Except as otherwise provided generally under the System Contract, 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 Licensee.
- Integrating the detailed project tasks, start and stop dates, task responsibility and status indicators into the existing MS Project schedule.
- Provide Licensee with a copy of the revised MS Project plan and regular updates.
- Scheduling project meetings with Licensee at the project's start, execution of the project contract deliverables and to coordinate ensuing project activities with all Motorola and Licensee resources.
- Providing engineering services in designing the agreed upon deliverables as developed in this proposal.
- Providing Licensee with regular schedule and progress updates.
- Preparing FCC license applications in accordance with the PSEC System Contract.

County of Riverside Responsibilities

Except as otherwise provided in the System Contract, Licensee will be responsible for the following:

- Provide a signatory who has authority to sign all appropriate project documents required
- If Motorola is required by Licensee to participate in such meetings, participate with Motorola in any potential required meetings with public agencies, and government agencies for the purpose of assessing the equipment and sites.
- Licensee shall not unreasonably delay the execution of work by Motorola and will extend the timeline of the project when delays caused by Licensee are

experienced.

- Licensee shall identify any outstanding Motorola deliverables and formally request their completion through the mutual development of a project punch list.
- Licensee shall grant final acceptance upon completion of all contractual deliverables.
- Licensee is responsible for coordinating with the 700 MHz regional committee to revise the region's 700 MHz plan and to identify Licensee's approved 700 MHz frequency allocation.
- Licensee will provide the list of their allocated 700 MHz frequencies to Motorola for use in the redesign plans for the 700 MHz PSEC radio system. Licensee is responsible for preparing and submitting all 700 MHz license applications and for obtaining the FCC license grants for the 700 MHz frequencies utilized in Motorola's design.

1.14 Risks

Motorola is committed to identifying and mitigating risk where possible, and will collaborate with Licensee to consider the options and establish a mutually agreeable solution.

The following risk issues have been identified in regards to planning for the conversion of the PSEC radio system from 800 MHz to 700 MHz operation.

1. As noted, the predicted (and actual) coverage for the 700 MHz PSEC radio system may not be directly comparable with that of the PSEC radio system as an 800 MHz system. Due to differences between operating characteristics of the 800 MHz and 700 MHz hardware, the site changes that have occurred since February 2008, as well as propagation differences between the two bands, both predicted and actual coverage for the two systems will differ. The effort to review and address concerns Licensee may have with the 700 MHz coverage design, including with respect to System Contract performance specifications, is unknown but may result in cost and schedule impact.

2. Depending on the final antenna designs, there may be an impact on optimal tower design if any of the size, type, configuration or specifications (including the wind loading characteristics for the specified 700 MHz antennas) are sufficiently different from the proposed 800 MHz antennas. This could result in the need to redesign the tower which could have an impact on the foundation design which could further impact the site layout. The use of an antenna that has similar wind loading characteristics as the proposed 800 MHz, may solve the tower loading issue, but could adversely affect the system coverage prediction. The investigation and resolution of these issues may result in a cost and schedule impact

3. The results of the coverage and interference analysis for 700 MHz may result in having to reassign frequencies and the revision of the frequency reuse analysis. A review of the frequency re-use plan after the coverage and

interference analysis is a normal step in the design process and some time has been included in the estimates to accommodate this. However, depending on the severity of any issues surfaced during the coverage and interference analysis, a more significant investigation may be required. The additional time associated with this will be addressed via the change order process.

4. Some numbers of Low Power Television (LPTV) stations in Riverside County, continue to operate in the 700 MHz spectrum now allocated to Licensee for operation of the 700 MHz PSEC radio system. It is not practical or useful to perform the planned spectrum interference measurements and noise floor monitoring in the areas of the county affected by the operation of the LPTV stations. Because the LPTV stations are not required to cease transmissions until a public safety agency is licensed and prepared to commence operations on the impacted frequencies, it is not reasonable to expect that this work can be completed in the timeframe necessary to maintain the current schedule for implementation of the PSEC radio system. Consistent with the primary goal of avoiding delay of PSEC radio system implementation as a result of re-engineering the system to 700 MHz operation, Motorola will perform the level of inter-modulation and interference studies feasible under the present conditions, complete the system design, and prepare to place the equipment order in the time frame necessary to maintain the System Contract project implementation schedule. As soon as practical after the LPTV stations cease operation, Motorola will perform the spectrum interference measurements and noise floor monitoring to identify any hidden interference that may be present. Depending on the results of the interference analysis, the resolution for any resulting interference issues could include, but not be limited to, one or more of the following:

   - No action required
   - Re-tune combiners
   - Modify or enhance filtering
   - Change antennas
   - Revise the frequency re-use plan and coverage design
   - Re-conduct coverage testing

   Because the range of impact is so broad and the potential solutions so undefined, if interference becomes an issue, it will be identified and resolved through the change order process.

Because these risks are the result of the conversion to 700 MHz, Motorola expects that except to the extent that Motorola shall have failed to perform its contractual obligations, the costs for resolving these issues will be the responsibility of others and can be addressed through the change order process.

1.14 County of Riverside Design Review

Upon submission of Motorola's reengineering plan to Licensee, a certificate of acceptance document will be provided for customer signature (see reference document attached). This certificate acknowledges that all the effort required under this SOW in identifying the detailed requirements and plans to redesign the previously planned 800 MHz PSEC radio system to a 700 MHz system as described in this SOW has been completed.

2.0 Rough Order of Magnitude (ROM) Estimate Planning

2.1 Introduction

The planning required to develop the Rough Order of Magnitude ("ROM") estimates described below include the effort necessary to identify the products (including equipment and software) and services that will be affected by the PSEC radio system change to 700 MHz and to develop the ROM estimate of the incremental cost differential to provide the appropriate products and services to implement that 700 MHz system.

2.2 Scope

The following items have been identified as requiring review related to the impact of converting the PSEC radio system to 700 MHz operation and are included in the ROM estimate planning activities:

1. Estimated time needed to collaborate with Licensee in the ROM planning
2. Estimated effort required to identify possible types and quantities of equipment affected by the change to 700 MHz
3. Estimated effort required to identify potential change in services required to implement the changes in equipment
4. Estimated effort required to estimate the incremental pricing differentials for affected equipment and services
5. Estimated time needed to communicate with Nextel and answer questions or provide information related to the ROM planning
6. Estimated effort required to identify contingency issues
7. Estimated effort required to identify risk issues

The estimates for these items appear in the following table:

Vendor Table

Planning Cost Category/Tasks	Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Rough Order of Magnitude Estimate Planning					
Communication with Riverside County	64	$190.00	$12,160.00		
Identify impacted hardware and incremental cost differentials	36	$190.00	$6,840.00		Motorola
Prepare ROM SOW	80	$190.00	$15,200.00		Motorola
Total Vendor Cost			$34,200.00	N/A	

2.3 Contingency Items

Because the necessary engineering and implementation planning has not yet been completed, it is not possible accurately to define all the information necessary to develop a precise scope of work and firm fixed quotation for providing the products and services to convert the PSEC radio system to 700 MHz operation. The items below have some level of uncertainty and have been identified as contingency issues. As information becomes available to clarify the scope of these issues, any resulting changes will be addressed through the change order process.

1. Type and quantity of specific antenna models to be provided at both voice and data RF sites.
2. Impact to tower design and documentation resulting from potential antenna changes
3. The Distributed Amplifier Systems (DAS) required to provide in-building coverage for Licensee's High Priority Buildings need to support both Licensee's 800 MHz inter-operability and mutual aid channels as well as the 700 MHz PSEC radio system. In order to accomplish this, the DAS systems will require some level of additional 700 MHz hardware which is identified in the ROM Equipment Table in Section 3.0. The design work for the DAS systems will not be performed until the 700 MHz PSEC radio system has been installed and the required sites are operational. The DAS system design and configuration is undefined at this time, and the specific system changes resulting from the 700 MHz re-design will be identified when the design is complete. The related costs therefore cannot be reasonably estimated at this time, and so no costs associated with the DAS re-design for 700 MHz have been included in the ROM summary cost table. Motorola is identifying these potential changes to the DAS as contingent cost impacts to be addressed via the change order process when the scope of the design change can be determined.
4. If the PSEC radio system RF coverage design resulting from the 700 MHz re-design is not accepted by Licensee, the nature and extent of efforts required to resolve Licensee's concerns will depend in part upon Licensee's system testing and therefore cannot be reasonably estimated at this time. The appropriate solutions could range from changes in antennas to the need to relocate or add a site or sites which could include but would not be limited to the following:
    - Management and engineering costs associated with the new site selection which would be incurred by both Licensee and Motorola
    - Costs incurred by Licensee for site acquisition.
    - Site engineering and construction costs including shelter and tower incurred by Motorola
    - RF engineering costs incurred by Motorola
    - Equipment and Equipment installation costs incurred by Motorola
    - Optimization, testing and documentation costs incurred by Motorola

    Motorola is identifying these potential changes as contingent cost impact items to be addressed via the change order process if they occur and when the scope of the resolution can be determined.

5. The potential effort required to reprogram PSEC radios as a result of rebanding changes to the inter-operability and mutual aid channels that occur after the PSEC radios have been placed in initial operation.

2.4 Interoperability and Mutual Aid

Licensee is taking responsibility for the implementation for the re-banding requirements related to inter-operability and mutual aid equipment. No provisions have been made in this SOW for any equipment or service associated with interoperability or mutual aid operations.

3.0 Rough Order of Magnitude (ROM) Equipment Impact Estimate

The following table identifies equipment that will be affected by the conversion of the PSEC radio system to 700 MHz operation. Prices shown do not include applicable sales taxes, which will be part of total Licensee costs for which Nextel funding is sought.

ROM EQUIPMENT TABLE								
No.	Item	700 MHz Equipment Manufacturer and Model Number	800 MHz Unit Contract Price	700 MHz Unit Contract Price	Price Difference	Qty.	Extended Contract Price Difference	Comments
1	RF Site Combiners	MOTOROLA T7054: GTR 8000 EXPANDABLE SITE SUB-SYSTEM - CA00879AA: PRIMARY 6 PORT CAVITY COMBINER	$ 5,200.00	$ 6,720.00	$ 1,520.00	98	$ 148,960.00	Change affects Simulcast sites
2	Control Station Combiners	BIRD TECHNOLOGIES 43-83G-01-08: CONTROL STATION COMBINER 746-869 MHz	$ 21,504.80	$ 12,475.20	$ (9,029.60)	3	$ (27,088.80)	Control station combiners for Alessandro Dispatch center and the Ben Clark training center.
3	Control Station Combiner Duplexers	BIRD TECHNOLOGIES 26-83B-10A: DUPLEXER FOR 762-776/792-806 MHz	$ -	$ 1,813.60	$ 1,813.60	3	$ 5,440.80	An external duplexer is required for the 700 MHz control station combiner
4	Data Modem Duplexers for Fire Stations	TELEWAVE INC TMND7616: COMPACT MOBILE DUPLEXER	$ 336.00	$ 332.80	$ (3.20)	103	$ (329.60)	
5	Data Modem Duplexers for Vehicles	TELEWAVE INC TMND-7616: COMPACT MOBILE DUPLEXER	$ 336.00	$ 332.80	$ (3.20)	995	$ (3,184.00)	
6	Control Station Antennas	AMPHENOL ANTEL INC. 7825700: MULTI BAND OMNI ANTENNA, 2.5 DBI GAIN	$ 395.20	$ 307.20	$ (88.00)	80	$ (7,040.00)	
7	Data Antennas for Fire Stations	AMPHENOL ANTEL INC. 7825700: MULTI BAND OMNI ANTENNA, 2.5 DBI GAIN	$ 395.20	$ 307.20	$ (88.00)	101	$ (8,888.00)	
8	170 Voice RF Site Antennas	See 700 MHz Antenna Table	$ 241,782.40	$ 569,839.69	$ 328,057.29	1	$ 328,057.29	See Note 2
9	54 Data RF Site Antennas	See 700 MHz Antenna Table	$ 77,619.20	$ 104,313.38	$ 26,694.18	1	$ 26,694.18	See Note 2
	Total						$ 462,621.87	

Voice and Data Antenna Table

	Total Qty	Antenna Vendor	Antenna	700 Mhz Unit Contract Price	Sprint Discount Unit Price	Sprint Extended Discount Price	Mounting Kit Sprint Discount Price	Mounting Kit Sprint Extended Discount Price	Total Sprint Extended Discount Price
700 MHz Voice	30	Antel	BCD-7509-3-25	$1,616.80	$ 1,515.75	$ 45,472.50	$ 99.00	$ 2,970.00	$ 48,442.50
	6	Antel	BCD-7509-5-25	$1,644.80	$ 1,542.00	$ 9,252.00	$ 99.00	$ 594.00	$ 9,846.00
	3	Antel	BCR-7009-90-0-750MHZ	$1,848.80	$ 1,733.25	$ 5,199.75	$ 246.75	$ 740.25	$ 5,940.00
	3	Antel	BCR-75012-0	$1,762.40	$ 1,652.25	$ 4,956.75	$ 246.75	$ 740.25	$ 5,697.00
	2	Antel	BCR-75012-5	$1,833.60	$ 1,719.00	$ 3,438.00	$ 246.75	$ 493.50	$ 3,931.50
	7	RFS	BPS10-A	$4,701.60	$ 4,407.75	$ 30,854.25	$ -	$ -	$ 30,854.25
	6	RFS	BPS10-H	$4,586.40	$ 4,299.75	$ 25,798.50	$ -	$ -	$ 25,798.50
	3	RFS	BPS10-O	$4,701.60	$ 4,407.75	$ 13,223.25	$ -	$ -	$ 13,223.25
	2	Andrew	DB844H90E-A_770H_0DG	$989.60	$ 927.75	$ 1,855.50	$ -	$ -	$ 1,855.50
	20	Andrew	DB878H120E-A_770	$1,980.00	$ 1,856.25	$ 37,125.00	$ -	$ -	$ 37,125.00
	5	Antel	LPA-75040-4CF-3	$1,527.20	$ 1,431.75	$ 7,158.75	$ 134.25	$ 671.25	$ 7,830.00
	2	Antel	LPA-75063-4CF	$1,036.80	$ 972.00	$ 1,944.00	$ 134.25	$ 268.50	$ 2,212.50
	11	Sinclair	SC412-HF2LDF(D02-E5608)_0746	$5,834.40	$ 5,469.75	$ 60,167.25	$ 957.00	$ 10,527.00	$ 70,694.25
	14	Sinclair	SC412-HF2LDF(D04-E5608)_0746	$5,834.40	$ 5,469.75	$ 76,576.50	$ 957.00	$ 13,398.00	$ 89,974.50
	29	Sinclair	SC412-HF2LDF_0746	$5,090.40	$ 4,772.25	$ 138,395.25	$ 957.00	$ 27,753.00	$ 166,148.25
	3	Sinclair	SE419-SF3PALDF_A=060_0746	$2,948.00	$ 2,763.75	$ 8,291.25	$ -	$ -	$ 8,291.25
	4	Sinclair	SE419-SF3PALDF_A=130_0746	$2,948.00	$ 2,763.75	$ 11,055.00	$ -	$ -	$ 11,055.00
	2	Antel	WPA-750102-4CF-9	$1,276.80	$ 1,197.00	$ 2,394.00	$ 45.00	$ 90.00	$ 2,484.00
	1	Antel	WPA-750120-8CF-0	$1,767.20	$ 1,656.75	$ 1,656.75	$ 42.19	$ 42.19	$ 1,698.94
	3	Antel	WPA-75063-6CF-0	$1,470.40	$ 1,378.50	$ 4,135.50	$ 67.50	$ 202.50	$ 4,338.00
	4	Antel	WPA-75080-4CF-0	$1,172.00	$ 1,098.75	$ 4,395.00	$ 45.00	$ 180.00	$ 4,575.00
	6	Antel	WPA-75090-8CF-0	$1,767.20	$ 1,656.75	$ 9,940.50	$ 45.00	$ 270.00	$ 10,210.50
	4	Antel	WPA-75063-8CF-3-25	$1,982.40	$ 1,858.50	$ 7,434.00	$ 45.00	$ 180.00	$ 7,614.00
Total	**170**					**$ 510,719.25**		**$ 59,120.44**	**$ 569,839.69**
700 MHz HPD	14	Antel	DQBCD7509EDIN	$1,363.20	$ 1,278.00	$ 17,892.00	$ 99.00	$ 1,386.00	$ 19,278.00
	10	Antel	BCD-7509-3-25	$1,616.80	$ 1,515.75	$ 15,157.50	$ 99.00	$ 990.00	$ 16,147.50
	8	Antel	BCD-7509-5-25	$1,644.80	$ 1,542.00	$ 12,336.00	$ 99.00	$ 792.00	$ 13,128.00
	2	Antel	BCR-75012-5	$1,833.60	$ 1,719.00	$ 3,438.00	$ 246.75	$ 493.50	$ 3,931.50
	2	RFS	BPS10-A	$4,701.60	$ 4,407.75	$ 8,815.50	$ -	$ -	$ 8,815.50
	4	RFS	BPS10-D	$4,590.40	$ 4,303.50	$ 17,214.00	$ -	$ -	$ 17,214.00
	2	Antel	LPA-70063-4CF-6-752MHZ	$1,442.40	$ 1,352.25	$ 2,704.50	$ 134.25	$ 268.50	$ 2,973.00
	4	Antel	LPA-75040-4CF-9	$1,669.60	$ 1,565.25	$ 6,261.00	$ 134.25	$ 537.00	$ 6,798.00
	2	Sinclair	SE419-SF3PALDF_A=130_0746	$2,948.00	$ 2,763.75	$ 5,527.50	$ -	$ -	$ 5,527.50
	2	Sinclair	SE419-SF3PALDF_A=60_0746	$2,948.00	$ 2,763.75	$ 5,527.50	$ -	$ -	$ 5,527.50
	2	Antel	WPA-750102-4CF-3-25	$1,387.20	$ 1,300.50	$ 2,601.00	$ 45.00	$ 90.00	$ 2,691.00
	2	Antel	WPA-750120-4CF-0	$1,172.00	$ 1,098.75	$ 2,197.50	$ 42.19	$ 84.38	$ 2,281.88
Total	**54**					**$ 99,672.00**		**$ 4,641.38**	**$ 104,313.38**

Notes:

1. *Pricing for the Distributed Amplifier System (DAS) components are estimates that are provided for reference, and may vary based upon the final system design. The final DAS designs will not be performed until the PSEC system is operational and the actual signal strength data is available and can be incorporated into the design. The number and configuration of the DAS systems required will not be known until after the final design work is accomplished and therefore, the actual DAS cost impact cannot yet be identified. DAS cost changes related to the conversion to 700 MHz will be addressed through the change order process.*

Functionality	Manufacturer		Incremental Cost	Comments
Provide dual frequency operation to single zone coaxial based Distributed Amplifier System (DAS)	**ANDREW INC.**		**$ 24,000.00**	**Contract requires 800 MHz mutual aid channel operation in High Priority Buildings**
Provide dual frequency operation to a 2 zone fiber based Distributed Amplifier System (DAS)	**ANDREW INC.**		**$ 28,000.00**	**Contract requires 800 MHz mutual aid channel operation in High Priority Buildings**
Add dual frequency operation per zone for each zone exceeding 2	**ANDREW INC.**		**$ 8,000.00**	

2. *Pricing for the 700 MHz Voice and Data System antennas, items 8 and 9 in the ROM Equipment Table, is a special one time discounted price negotiated with Nextel as a condition for obtaining their approval of the Agreement. For the purpose of establishing future pricing for this equipment as described in Section 4.2 of the System Contract, the System Contract unit price in the Voice and Data Antenna Table will be used.*

MOTOROLA

(Reprinted as Exhibit B to Amendment #4)

Attachment MHZ
Spectrum Services

Attachment MHZ: Spectrum Services

Spectrum Services

VENDOR will provide services to address a broad range of spectrum issues. VENDOR will provide design and engineering services and prepare frequency coordination and license application documents in order that the County may obtain the necessary FCC licenses for the System, and the details of such services and the COUNTY's and VENDOR's related rights and obligations may be established in whole or in part under contractual documentation outside the Agreement. The County is responsible for the submission of all applicable FCC forms and license applications that are prepared by VENDOR. VENDOR is providing VHF channels for sites that will utilize VHF frequencies. These VHF channels will be licensed to the County. This Attachment MHZ describes those services and the related procedures, as well as addressing the potential scenarios where issues may arise depending on the timing of the 800 MHz rebanding process as it relates to the Radio Project. The County will obtain 700 MHz channels for use by the System as part of the 700 MHz Change.

VHF Channels.

To support the VHF trunking layer, VENDOR proposes VHF trunked frequencies for operation on the VHF Sites and configuration defined within this Attachment MHZ. A total of 14 VHF frequency pairs (duplex channels), which are exclusive-use within the coverage footprint and licensable for trunking, are proposed. The spectrum is almost contiguous, providing more flexibility and protection to the County. The transmit and receive spacing is uniform. Three pairs are proposed for each Site, with the exception of the proposed VHF southwest simulcast cell, which includes the Redondo Mesa site, Rancho Carrillo, El Cariso, and the Elsinore Peak Site. In that case, the same three pairs are proposed for all Sites.

These VHF frequencies are Part 80 channels, to which VENDOR has the rights and interests. These channels are designated as common carrier, however the FCC routinely grants use on non-common carrier services, such as public safety. The channels are designated as PC (Public Coast station) and were purchased by the current licensee in an FCC auction. VENDOR is currently requesting authority to use the VHF frequencies under Part 90 licenses, with that waiver remaining in effect for end licensees where VENDOR sells this spectrum.

In order to select channels and make this offer, VENDOR analyzed the signal strength of each Site. In the case of the southwest simulcast cell, the channels impact a larger geographic area and the coastal area.

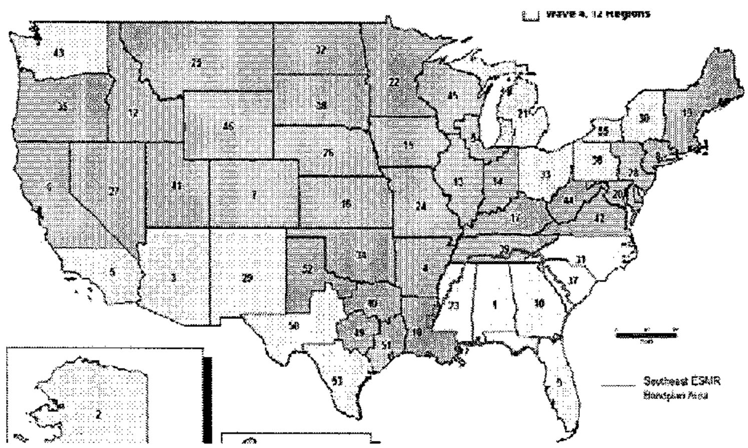
These channels are uniformly spaced and have a standard separation between the transmit and receive frequencies. They will work with the combining equipment proposed for the County. However, through the due diligence required to produce its Final Design, VENDOR may discover frequencies that exist at the Sites that would cause interference or intermodulation, VENDOR's Final Design shall account for such frequencies. This may impact the antenna system. VENDOR has included in the Total Contract Price the services necessary to analyze the Sites and redesign the antenna systems, should that be required. Should the County provide some of the VHF channels and request that VENDOR provide a subset of the proposed channels, pricing will be provided on a Site-by-Site basis for the required Sites.

VENDOR warrants that at the time of execution of this agreement the frequencies that have been proposed for purchase by the County are available for licensing by the County. VENDOR shall make available these frequencies for the County's use for the life of the System if the County elects to choose them, subject to FCC approval of an assignment or sale of the frequencies to the County (which assignment or sale VENDOR shall support). The County would be given a license for operation of the frequencies at the proposed Sites, based upon a +5 dBu field strength limitation for the coastal areas with the exception of the southwest simulcast cell. Changes to these Sites require agreement not only from VENDOR, but also from the FCC.

FCC Rebanding

The FCC has mandated the scheduling of a multi-year rebanding procedure that will affect every 800 MHz licensee, including the County. The ASTRO 25 network has been designed to adapt to any changes that this FCC mandate requires of the System. This means that if the County's implementation schedule is aligned with the Wave 4 rebanding schedule, that the System could be shipped from VENDOR's factory on new channels, greatly simplifying the rebanding process and significantly reducing risk to the existing system users. To the extent that the proposed rebanding requires interaction of the County with Sprint Nextel and the Transition Administrator, VENDOR shall permit the County to pursue the County's interests with such third parties and the FCC, and as a vendor with no interest in the County's particular rebanding other than through this Agreement or any supplemental agreement for rebanding-related goods or services, VENDOR shall not interact or communicate information with respect to the System or this Agreement to other interested parties in the County's rebanding process, except as requested by the County. As of the 700 MHz Change Effective Date, the County and VENDOR contemplate that FCC mandated rebanding affecting the System will be addressed as contemplated by the Fourth Amendment. However, the scenarios below describe the flexibility that has been anticipated within the System build-out.

If the County's implementation precedes the rebanding Wave 4, all new equipment proposed by VENDOR is capable of being rebanded.



Scenario 1: Wave 4 NPSPAC: Riverside County and Sprint/Nextel Negotiations Conclude Concurrent with Design Review

During the early stages of Final Design, the licensing activities that will occur will be directly related to securing spectrum for which the County does not currently hold licenses or to modify NPSPAC licenses prior to the rebanding NPSPAC licensing freeze if deemed necessary by the County. The finalization of all Site locations (which requires design efforts to finalize those Sites such as coverage studies, frequency planning, microwave path studies, etc) will therefore be important as a scheduled Milestone.

This key Milestone is a decision point that will determine whether the System should be built on the existing County channels and re-tuned at a later date for rebanding. Consideration should be given to the timing of the antenna system orders, as changing the channels in the rest of the infrastructure is less sensitive to the specific frequencies and more easily accomplished in the field. Changes in frequencies will impact Site-specific design studies such as intermodulation and Transmitter Noise and Receiver Desensitization studies, and therefore should be taken into account in planning Equipment orders in order to secure the System's optimal performance.

Scenario 2: Wave 4 NPSPAC: County and Sprint/Nextel Negotiations Concurrent with Staging

Should the County conclude negotiations with Sprint/Nextel while the System is at the Factory for System staging, the County and VENDOR may execute a Change Order (or whatever mechanism is consistent with the County's reconfiguration agreement with Sprint/Nextel) to move that Equipment to the new frequencies prior to shipment. Additional engineering effort to re-evaluate all radio sites based on the new channels, to the extent it represents a change in scope, should be deemed a legitimate expense of rebanding, and VENDOR will cooperate with the County to secure that and any other reimbursement for eligible goods and services permitted under the rebanding program. The actions related to antenna system equipment will depend on whether Equipment changes are necessary beyond the specific channels required, whether Equipment has been ordered, and whether Equipment has shipped. This will be determined based on the mutually agreed upon plan at the site finalization decision checkpoint.

Scenario 3: Wave 4 NPSPAC: County and Sprint/Nextel Negotiations during System Implementation

Should the County conclude negotiations with Sprint/Nextel during the System implementation process, after shipping from VENDOR's factory, the County and VENDOR may execute a Change Order (or whatever mechanism is consistent with the agreement with Sprint/Nextel) to re-tune that Equipment to the new frequencies in the field. Additional engineering effort to re-evaluate all radio Sites based on the new channels, to the extent it represents a change in scope, should be deemed a legitimate expense of rebanding, and VENDOR will cooperate with the County to secure that and any other reimbursement for eligible goods and services permitted under the rebanding program. The actions related to antenna system equipment will depend on whether Equipment changes are necessary beyond the specific channels required, whether Equipment has been ordered, and whether Equipment has shipped. This will be determined based on the mutually agreed upon plan at the site finalization decision checkpoint.

Frequency Plan

VENDOR has conducted a detailed frequency analysis for the 821 MHz NPSPAC channels that are currently licensed to the County. The analysis included:

- Review of the existing Region 5 821 plan
- Development of contour maps based on the new design
- Preliminary interference analysis of the adjacent and co-channel users
- The potential effects of the existing adjacent and co-channel users to the proposed System
- The VENDOR will provide similar services for the proposed 700 MHz frequencies.

Based on the aforementioned analysis, the frequencies were strategically assigned to the appropriate simulcast cells and Trunked Repeater Sites throughout the County. The details of the analysis are described in the following sections.

The sections below describe the process followed for the frequency plan developed as part of DRD. Note that after DRD was accepted under the First Amendment, the frequency plan was updated as part of the 700 MHz Change to reflect the use of 700 MHz for all voice and HPD sites.

Contour Maps

Following the engineering coverage design, contour maps for all of the sites were created using VENDOR's coverage prediction tool to determine if the signal from each of these Sites radiated over to neighboring counties. Sites where the signal was contained within the County were removed from consideration as potential interferers. Figure 1 below is an example of a dBu map for Box Springs.

- Orange 40dBu or greater
- Pink 35-39 dBu
- Yellow 20-34 dBu
- Blue 0-19 dBu

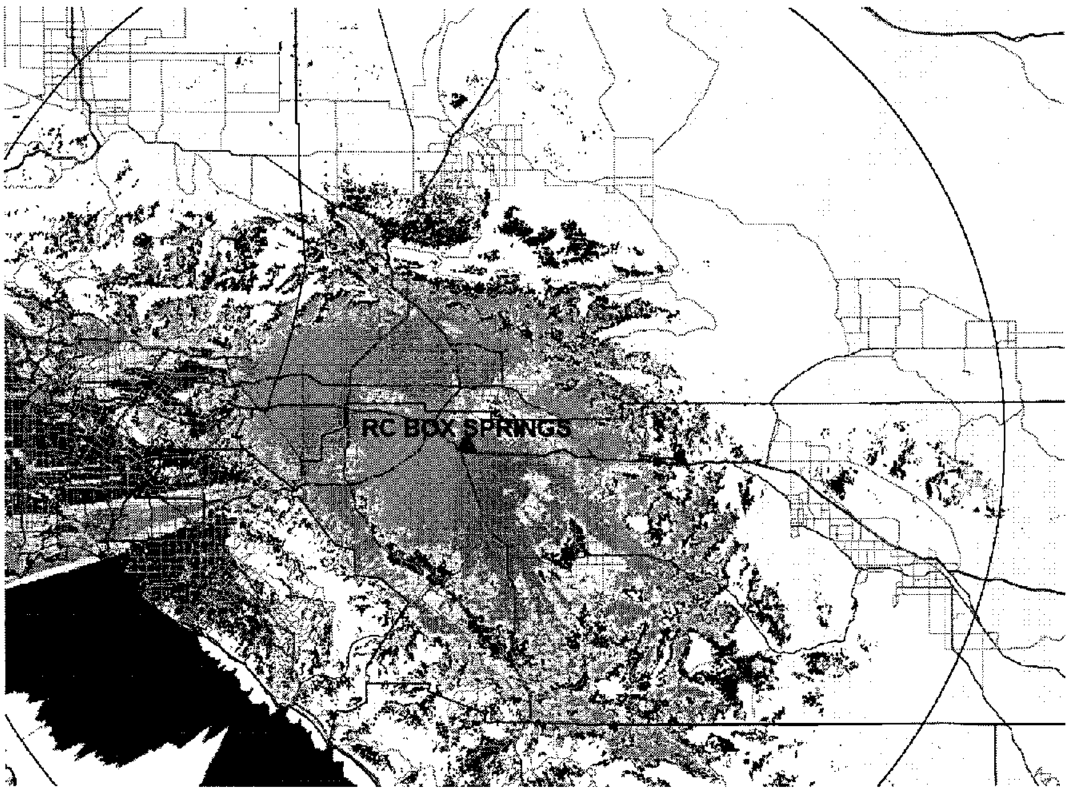


Figure 1: Box Springs dBu Contour Map

The map clearly shows signals greater than 40 dBu (Orange) in the San Bernardino, Los Angeles, Orange, and San Diego counties. As per the Southern CA 800MHz regional plan this Site may potentially interfere with neighboring counties. The next step was to perform frequency searches.

Frequency Searches

For those maps with signals greater than 20 dBu radiating into the neighboring counties a frequency search was performed using the VENDOR coverage prediction tool.

The result of a frequency search shows a map plotting the call signs of adjacent and co-channel Sites within a 70 mile radius. Figure 2 below is an example of a map generated by one of the frequency searches.

This process was repeated for various Sites in the coverage design and the thirty eight (38) 821 NPSPAC channels licensed to the County. After the aforementioned process was completed, a list of usable frequencies for each simulcast cell and Project 25 Trunked Repeater Site was created.

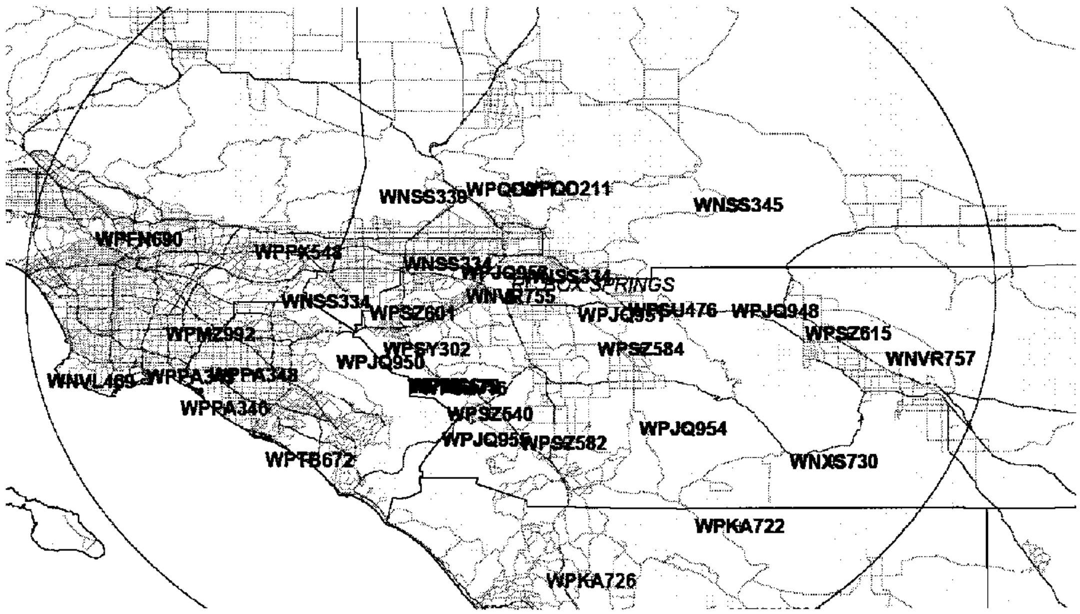


Figure 2: Sample of Frequency Search

The next step was to overlay the dBu map with the frequency search map and determine if there would be adjacent or co-channel interference between the two Sites in question. If a signal equal or greater to 20 dBu was present near a co-channel Site, that particular frequency was removed from consideration as a usable frequency at the site in question. If a signal equal or greater to 35 dBu was near an adjacent Site, that particular frequency was removed from consideration as a usable frequency at the site in question.

This process was repeated for various Sites in the coverage design and the thirty eight (38) 821 NPSPAC channels licensed to the County. After the aforementioned process was completed, a list of usable frequencies for each simulcast cell and Project 25 Trunked Repeater Site was created.

The 700 MHz frequency plan took into consideration the frequencies allocated to neighboring Region 5 agencies.

Frequency Re-Use within Riverside County Sites

A pool of 38 frequency pairs currently licensed to the County was considered for the 821 MHz plan. Due to the number of sites required for the PSEC project, re-use of the frequencies was required. A re-use analysis was performed and the result was a determination of what sites within the system could re-use frequencies without significant interference problems. Appendix A of Section 17 – Spectrum of DRD includes a spreadsheet outlining the 821 MHz plan and it visually shows the frequency re-use between sites.

The VENDOR coverage prediction tool can generate a frequency re-use plan based on the System design parameters. This determines which channels can be re-used throughout the County without interference. The following figure is an example of the output.

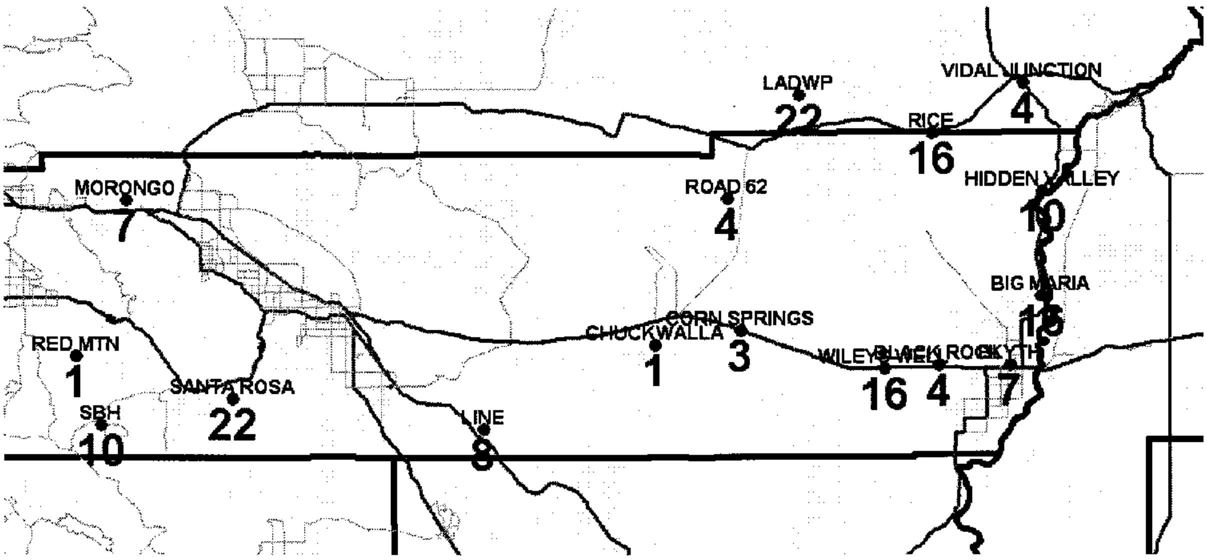


Figure 3: Sample Frequency Re-use Map

The numbers represent an arbitrary frequency assigned to a Site. For example, Channel 1 at Chuckwalla can be re-used at Red Mountain. Channel 7 at Morongo can be re-used at Blythe and so forth.

As part of the 700 MHz coverage re-design, frequency re-use has been employed maximizing the use of the 700 MHz channels allocated to the County of Riverside by the Region 5 700 MHz Plan.

Frequency Plan Results

The final step in the process was to choose usable frequencies that worked within the combining scheme and that could be re-used in other parts of the County based on the frequency re-use analysis performed in the previous step The following table illustrates the channel assignments for each simulcast cell and ASTRO 25 Trunked Repeater Site.

The frequency plan included for 821 MHz in this Attachment MHZ at the effectiveness of the Agreement is superseded by the 821 MHz plan included in Appendix A of Section 17 -- Spectrum of DRD.

The DRD 821 MHz frequency plan is superseded by the attached 700 MHz frequency plan.

Frequency Plan for Contour D – VHF Channels

The VHF frequency plan includes two groups of channels. The first group of frequencies is for the simulcast cell, and the second group of frequencies is for the trunk Sites. The plan is illustrated in the tables below.

Simulcast Cell Channel Summary

El Cariso	Elsinore Peak	Rancho Carrillo	Redondo Mesa
7	7	7	7

5	5	5	5
3	3	3	3

Table 2: Simulcast Cell VHF Frequency Plan

Trunk Sites Channel Summary

Belle	Cottonwood	*Joshua* Tree	Black Eagle	Black Jack	*Chuckwalla*	Lost Horse	Spring Hill
11	12	10	13	10	14	13	11
6	7	5	8	5	9	7	7
4	3	3	2	2	1	2	3

Table 3: Trunk Sites VHF Frequency Plan

The channel plans are based on VENDOR's proposed solution. During the Final Design phase there is a potential for changes (i.e. due to site acquisition) and VENDOR understands that portions of this analysis will have to be re-done. A detailed frequency analysis will be delivered to the County based on the final Site selection as part of the Final Design.

HPD RF Channel Design

Frequency Plan

VENDOR's DRD HPD solution is based on 25 kHz operation in the 700/800 MHz frequency ranges. The proposed frequency plan for the HPD Data Radio System is based on 25 kHz, 806 MHz and 700 MHz channels. Two main factors were considered in order to determine the least number of channels required for the HPD Data Radio System. The first factor was to determine which Sites could use the same channel based on the coverage footprint of each Site. Once it was established what Sites could re-use frequencies, research of licensable 806 MHz frequencies was conducted. This second factor was thorough and involved analyzing co and adjacent channel users. The frequencies included in Section 17 – Spectrum of DRD describe the 18 frequency pairs that have been identified for the County as part of the PSEC project for HPD use. Appendix C of Section 17 – Spectrum of DRD includes a spreadsheet outlining the 806 MHz and 700 MHz plan and it visually shows the frequency re-use between sites.

The frequency plan included for 806 MHz in this Attachment MHZ at the effectiveness of the Agreement is superseded by the 806 MHz and 700 Mhz plans included in Appendix A of Section 17 -- Spectrum of DRD.

The DRD frequency plan described in the preceding paragraphs for HPD sites will be replaced with the frequencies identified in the attached 700 MHz frequency plan.

Contour D – HPD Overview

The core High Performance Data system proposed by VENDOR includes the use of 24 Sites. VENDOR simulated coverage from the proposed 24 Sites and provided coverage maps depicting a 95% area message success rate (MSR) with protocol retries. The coverage provided by 24 Sites design compared to the Contour-D requirement showed areas of non-coverage primarily in certain eastern portions of the County with some small areas in the west. To provide coverage into some of these uncovered areas of *Contour*-D, VENDOR is to provide a HPD base station at three of the additional Sites. VENDOR has provided a 95% area MSR coverage map depicting the enhanced coverage provided by the additional Sites.

This section addresses the changes to the HPD infrastructure previously described, which include the master Site, base Sites, and channel usage.

Base Sites

Three HPD base stations with redundant site controllers will be provided at the Joshua Tree, Black Eagle, and Black Jack base Sites. Each of these Sites will include a HPD capable GTR 8000 Base Radio and redundant GTR 8000 Site Controller. The HPD base stations will utilize an antenna system that is separate from the voice antenna system. The antenna system for each HPD station will include two antennas. The first antenna will be used with a duplexer for transmit and receive functions, and the second antenna will be a receive-only antenna that will provide diversity receive capability. The antenna systems include all necessary cabling, connectors, grounding, and other installation hardware.

Table 5: Contour D HPD Sites

SITE NAME	AREA OF COVERAGE
BLACK JACK	Area North of I-10 along Pallen Granite Mountain range.
JOSHUA TREE	Joshua Tree national Monument and Park
BLACK EAGLE	Area between Hwy 177 and the Joshua Tree National Park

Channel Usage

Each of the three additional HPD base Sites will require the use of one 700 MHz 25 KHz channels as a consequence of the 700 MHz Change.

Microwave Frequencies

VENDOR will be responsible for all frequency coordination and license preparation, the County will file all paper work. VENDOR will verify prior to placing equipment order that required frequencies are available.

EXHIBIT C TO AMENDMENT #4

SPC ANNEX COVERAGE MAPS

C-1 COUNTYWIDE COMPOSITE VOICE RADIO SYSTEM COVERAGE – INBOUND

C-2 COUNTYWIDE COMPOSITE VOICE RADIO SYSTEM COVERAGE – OUTBOUND

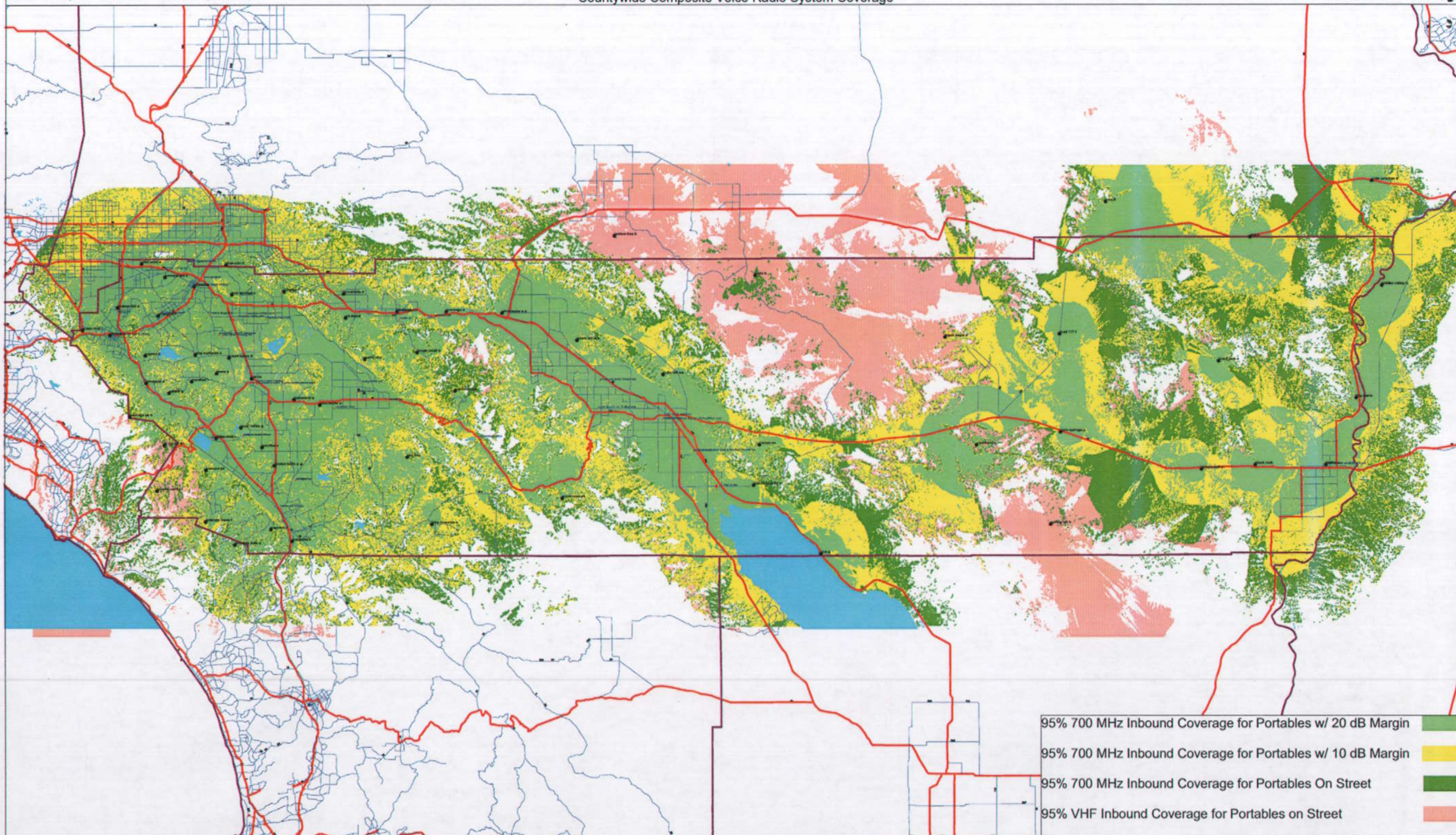
C-3 COUNTYWIDE HPD RADIO SYSTEM COVERAGE – INBOUND

C-4 COUNTYWIDE HPD RADIO SYSTEM COVERAGE - OUTBOUND

Four Layer Inbound Coverage Map

Public Safety Enterprise Communication Project
Countywide Composite Voice Radio System Coverage

Attachment SPC Annex 1 April 2010 Map



0 6.08 12.15 mi
1 inch = 6.08 miles @ 1/385000

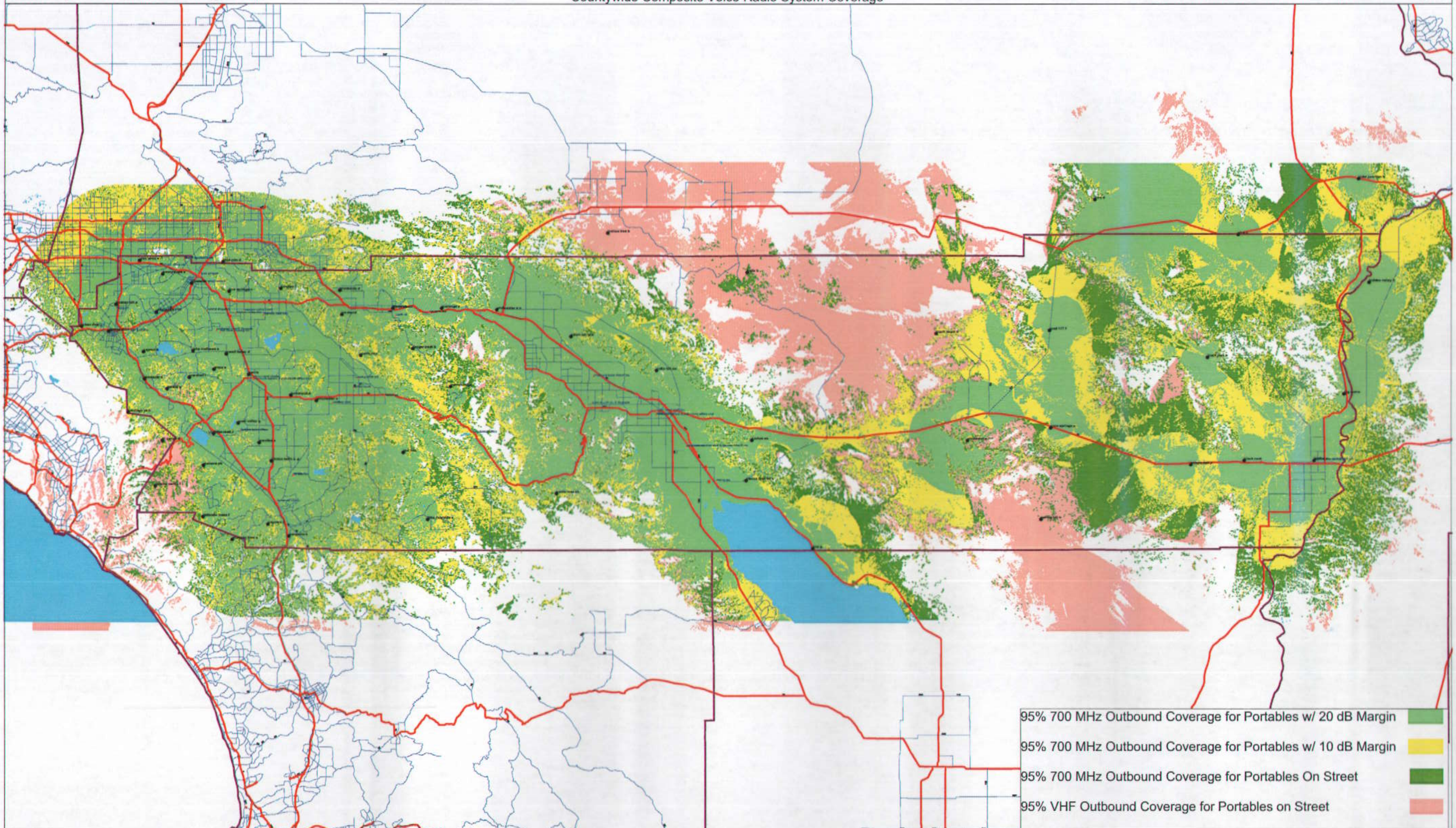
700 MHz Coverage Redesign
Coverage for a Portable on Hip with Swivel Case

Portion(s) Of GIS Source Data Provided By ESRI, Inc.

Four Layer Outbound Coverage Map

Public Safety Enterprise Communication Project
Countywide Composite Voice Radio System Coverage

Attachment SPC Annex 1 April 2010 Map

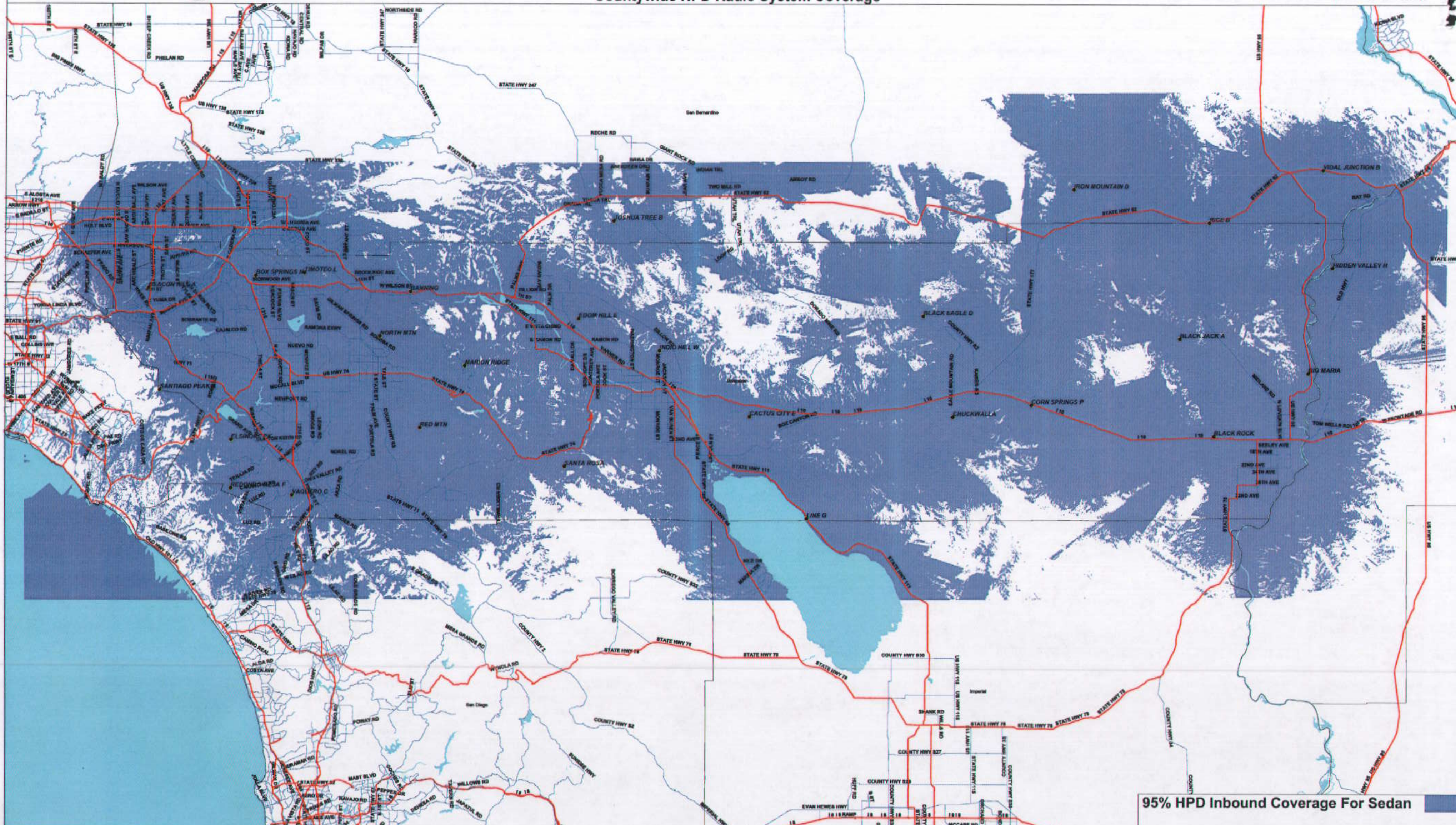


700 MHz Coverage Redesign
Coverage for a Portable on Hip with Swivel Case

MOTOROLA

Public Safety Enterprise Communication Project
Countywide HPD Radio System Coverage

Attachment SPC Annex 1 April 2010 Map



0 6.5013.00 mi
1 inch = 6.50 miles @ 1/411840

700MHz Coverage Redesign
Coverage Shown For A Sedan With A Roof Mounted Antenna

Portion(s) Of GIS Source Data Provided By ESRI, Inc.

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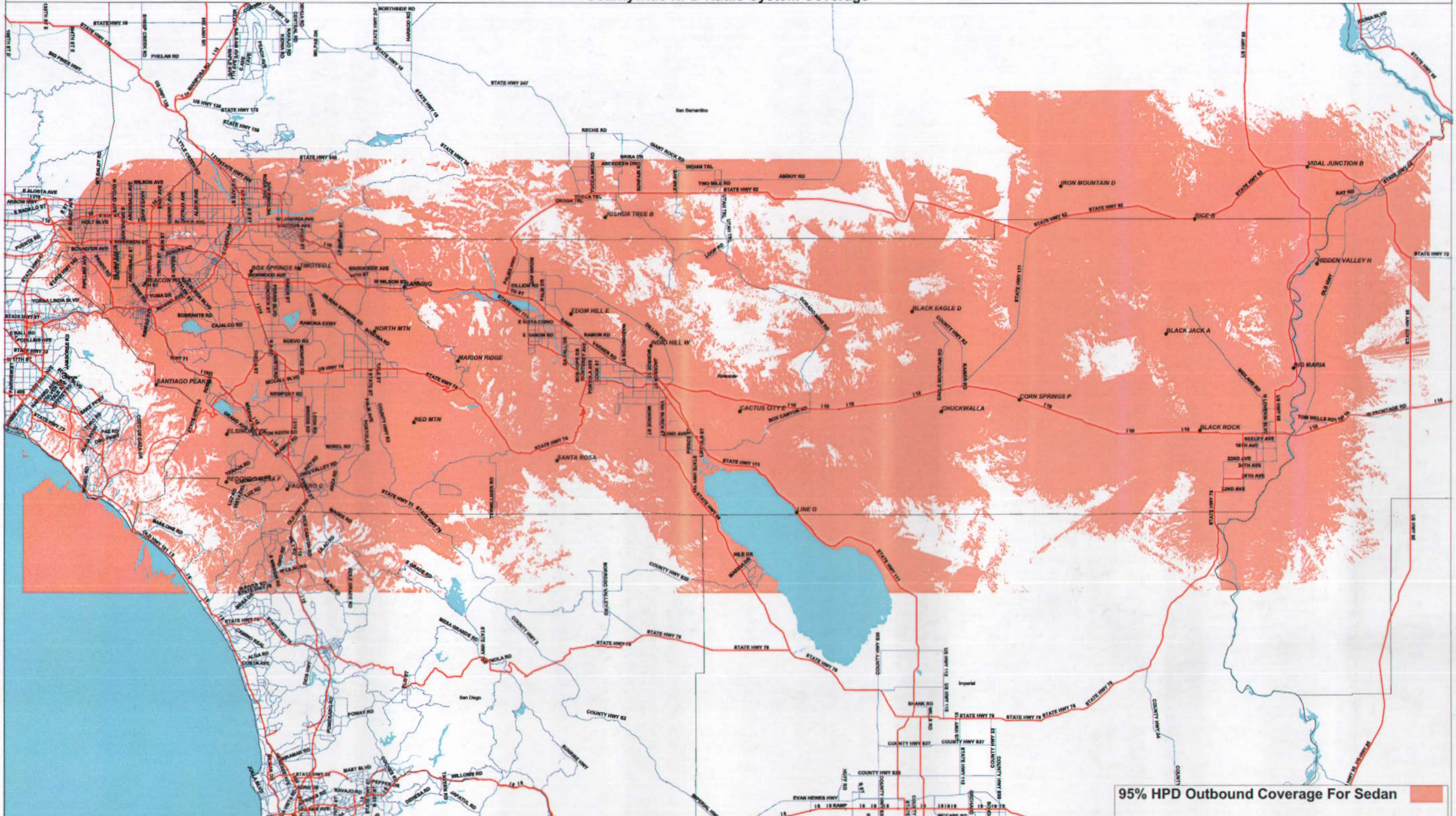
Public Safety Enterprise Communication Project
Countywide HPD Radio System Coverage

Attachment SPC Annex 1 April 2010 Map



700MHz Coverage Redesign
Coverage Shown For A Sedan With A Roof Mounted Antenna

0 6.5013.00 mi
1 inch = 6.50 miles @ 1/411840

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