



**MOTOROLA SOLUTIONS**

September 23, 2013

Oscar Montoya  
Hidalgo County  
Emergency Management Coordinator  
302 W. University  
Edinburg, TX 78539

Dear Mr. Montoya,

Motorola Solutions, Inc. (“Motorola”) is pleased to present this proposal to assist you with planning the work required to reconfigure your radio system to comply with the Federal Communication Commission’s Rebanding Report & Order. The FCC mandates that affected licensees reconfigure their 800 MHz Systems to newly assigned frequencies as part of an overall effort by the FCC to reduce interference in the 800 MHz band.

Motorola will work closely with you to ensure that we have an understanding of your current operational requirements and how they need to be considered while reconfiguring your operational, mission critical communication system. During the planning phase, we will evaluate your system to determine the necessary changes to operate comparably in the newly assigned frequencies.

Since the reconfiguration of your system will be performed while your system is on the air, it is critical that the proper evaluation and planning be completed. During the planning work, we will capture necessary data to ensure successful rebanding using long standing rebanding program procedures and methodologies. The final output of this planning effort will be a plan and proposal to reband your 800 MHz system, including a system description and impact analysis, a detailed cut over plan, and any unique requirements that have to be considered and accommodated. However, the first step in this total effort is to accurately evaluate your requirements.

Motorola’s proposal includes a Reconfiguration Planning Phase Agreement. Motorola will commence this planning phase effort for this system once that agreement is mutually executed. If you have any questions regarding this proposal, please contact your Motorola Rebanding Strategist, Randy Brooks at 586-201-0232.

Regards,

*George Springer*

George Springer  
Motorola Rebanding Lead – Systems Integration

## **Reconfiguration Planning Phase Agreement**

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

Motorola Solutions, Inc., formerly Motorola, Inc. (“Motorola”) and **Hidalgo County TX** (“Licensee”), whose main address is 1615 South Closner, Suite G, Edinburg, TX 78539, enter into this Reconfiguration Planning Phase Agreement (“Agreement”), pursuant to which Licensee will purchase and Motorola will sell the Reconfiguration Planning Phase Services described below. Motorola and Licensee may be referred to individually as a “Party” and collectively as the “Parties.” This Agreement is made with reference to the following recitals.

A. On August 6, 2004, the FCC issued Report and Order FCC 04-168 that modified its rules governing the 800 MHz band to minimize harmful interference to public safety communications systems. After the FCC issued the August 6, 2004 Report and Order, it issued other supplemental orders including the Fifth Report and Order DA 13-586 issued on April 1, 2013 concerning reconfiguration of 800 MHz systems along the U.S.-Mexico border region. All of these are collectively referred to as the “Order.”

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

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

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

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

### **Section 1 DEFINITIONS**

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

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

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

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

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

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

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

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

1.8. “Nextel” means Nextel Communications, Inc. and any other affiliate, including Sprint Nextel.

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

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

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

1.12. “System” means the hardware and software products that comprise the Licensee’s existing 800 MHz radio communications system.

## **Section 2 SCOPE OF PLANNING PHASE SERVICES**

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

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

2.3. **LICENSEE RESPONSIBILITIES.** Licensee will employ reasonable efforts to assist Motorola in providing these Reconfiguration Planning Phase Services, and will provide reasonable access to Licensee’s equipment, facilities, personnel and relevant information. Licensee will designate a point of contact person.

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

Services, Reconfiguration Implementation Phase Services, or any other kind of services, or selling any equipment or software.

### **Section 3            PERFORMANCE SCHEDULE**

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

### **Section 4            CONTRACT PRICE, PAYMENT AND INVOICING**

#### **4.1.        CONTRACT PRICE; NON-RECOURSE TO LICENSEE.**

4.1.1.    Contract Price. The Contract Price for Reconfiguration Planning Phase Services in U.S. dollars is **\$58,187.00**. The Contract Price excludes any sales or other taxes, all of which will be added to the invoices and paid except as exempt by law.

4.1.2.    Licensee Not Liable for Contract Price. Payment of the Contract Price and any applicable taxes is to come from Nextel, and not Licensee. Motorola agrees to accept direct payments from Nextel. Motorola's completion of the Reconfiguration Planning Phase Services will be indicated by Motorola's delivery to Licensee of a proposal for a Reconfiguration Implementation Phase Agreement ("RIPA") that is reasonably acceptable to Licensee to enable it to prepare its Cost Estimate and commence FRA negotiations with Nextel. Promptly after Motorola delivers to Licensee the RIPA proposal, Licensee will sign an acceptance form. Motorola will provide to Nextel a copy of the RIPA proposal, a copy of the signed acceptance form, and an invoice for payment by Nextel. In addition, to promote efficiencies in completing Licensee's reconfiguration process, Motorola, Sprint Nextel and/or the Transition Administrator may need to and is permitted to communicate with each other concerning the activities covered by this Agreement.

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

#### **4.2.        INVOICING, PAYMENT MILESTONES, AND PAYMENT.**

4.2.1.    Invoicing. Motorola will submit a correct invoice to Nextel, in accordance with the pre-approved payment milestones set forth as Attachment A-1.

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

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

### **Section 5            REPRESENTATIONS AND WARRANTIES**

5.1.        **RECONFIGURATION PLANNING PHASE SERVICES WARRANTY.** For ninety (90) days from the completion of the Reconfiguration Planning Phase Services, Motorola warrants that these services were performed in a good and workmanlike manner. This services warranty does not cover any services or duties performed or owed by Nextel, Licensee, or any other contractor hired by them.

5.2.        **WARRANTY CLAIMS.** To assert a warranty claim, Licensee must notify Motorola in writing of the claim before the date which is thirty (30) calendar days after the expiration of the warranty period. Upon receipt of

this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at no additional charge to Licensee) re-perform the Reconfiguration Planning Phase Services. This action will be the full extent of Motorola's liability hereunder and constitutes Licensee's sole remedy. If this investigation indicates the warranty claim is invalid or "out of scope," then Motorola may invoice Licensee for responding to the claim on a time and materials basis using Motorola's then current labor rates. Notwithstanding any reimbursement claim Licensee may have against the Relocation Funds, and subject to approval of Licensee's auditor, Licensee will pay the invoice for invalid warranty claims within thirty (30) days from the invoice date.

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

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

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

## **Section 6 INDEMNIFICATION**

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

6.2. JOINT LIABILITY. If a third party asserts a claim against both Parties, each Party will defend itself and will pay the claim to the extent allowed by the Constitution and laws of the State of Texas

## **Section 7 DISPUTES; DEFAULT AND TERMINATION**

7.1. DISPUTES. The Parties, through their respective project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality

provisions) through consultation and good faith negotiation. The dispute will be escalated to appropriate higher level managers of the Parties, if necessary.

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

## **Section 8           LIMITATION OF LIABILITY**

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

## **Section 9           CONFIDENTIALITY AND PROPRIETARY RIGHTS**

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

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

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

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

## **Section 10      GENERAL**

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

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

10.3 **INTERPRETATION OF AGREEMENT.** This Agreement, including any attachments, constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to that subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of the Parties. The preprinted terms and conditions found on any Licensee purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs the document. The attachments are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attachments. Section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement is an arm's length transaction and will be fairly interpreted in accordance with its terms and conditions and not for or against a Party. If a court of competent jurisdiction renders any part of this Agreement to be invalid or otherwise unenforceable, it will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid part was not part of this Agreement. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

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

10.5. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this

Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party. Each Party represents that it is fully aware of the terms contained in this Agreement and has voluntarily entered into this Agreement, having had a full and fair opportunity to seek the advice of counsel and other professionals or consultants as its considers necessary. This Agreement may be executed in separate counterparts, which together constitute a single agreement.

10.6. SURVIVAL OF TERMS. The following provisions survive the expiration or termination of this Agreement for any reason: if any payment obligations exist, all of Section 4 (Contract Price, Payment and Invoicing); Section 7 (Disputes); Section 8 (Limitation of Liability); and Section 9 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 10.

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

**Licensee**

**Motorola Solutions, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Nextel Assigned Deal Number:** \_\_\_\_\_

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

The following payment milestones apply concerning the payment by Nextel to Motorola of the Contract Price:

Prepaid by Nextel	50%
Delivery of the RIPA proposal per Section 4.1.2	50%

**Attachment A-2**  
**Statement of Work**

## **Reconfiguration Planning Phase Statement of Work (SOW)**

### **Overview**

This Statement of Work (Sections 1.0 through 14.0) describes the work associated with planning the reconfiguration of your 800 MHz radio communications system. It provides an overview of activities to be performed during the initial customer interview, the equipment assessment, and the execution of the design or planning phase of the rebanding project. This SOW is not a detailed reconfiguration specification and is not intended for use in a solicitation for services.

### **1.0 Performance Schedule**

Motorola will begin the reconfiguration planning and schedule the project kick off meeting within 45 days after receipt of a signed Reconfiguration Planning Phase Agreement. During this meeting, both parties will develop and agree to a schedule of the planning work and delivery of the Reconfiguration Implementation Phase Proposal. Provided there are no significant delays it is estimated that planning work will be completed in three (3) months after the kickoff meeting.

### **2.0 Frequency Analysis**

#### **2.1 Combiner and Receiver Multicoupler Suitability**

Motorola will evaluate the suitability of your existing combiner equipment impacted by rebanding. Some combiners can readily be adjusted to the new frequencies, but others cannot. Depending on the condition of the equipment, readjustment may not be possible without risking damage to the combiner. In addition, signal loss (decreased coverage) may occur if the new frequencies are spaced closer than the original frequencies. Combiner cable requirements also need to be considered based on the cutover plan.

Additionally, Motorola will analyze the impact the new frequency plan will have on your existing multi-coupler systems to determine if retuning or replacement is necessary.

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

#### **2.2 Intermodulation Study**

Motorola will perform Intermodulation (IM) studies to identify possible harmful RF emissions and interactions at each of the sites impacted by rebanding. Motorola will provide a report with recommendations to you. If the proposed frequencies cannot be effectively used at the appropriate sites, Motorola will notify you.

Intermodulation studies are necessary in rebanding projects only under limited circumstances. An IM study for a site is appropriate if at least one of the three criteria, as noted in the table below, is present.

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

### 3.0 System Inventory

#### 3.1 Infrastructure Inventory

Motorola will conduct an inventory of your equipment. This inventory will be used to determine the suitability of the equipment and system design effort for rebanding.

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

Preliminary information about your system inventory is listed in the System Description in Section 13.0 of this SOW. This information is based on Motorola's understanding of your system. The inventory services are limited to the equipment specifically affected by rebanding.

#### 3.2 Subscriber Inventory

An inventory of subscriber radio devices must be prepared and reviewed to determine reconfiguration requirements. The purpose of the subscriber inventory is to determine what subscriber equipment is suitable for retuning, reprogramming or replacing. The accuracy and completeness of the subscriber inventory information is dependent on Customer inventory records and field access to the equipment.

For example, for determining what subscriber retuning work will be necessary, the inventory report will contain only generalized information such as subscriber unit counts, descriptions of radio models and families to determine proper programming equipment,

whether any frequency determining elements are applicable, and anticipated accessories. For determining what subscriber reprogramming work will be necessary, the inventory report will contain only generalized information such as unit counts of subscribers in each model and family (e.g., 25 ea XTS2500, 22 ea Astro Spectra radios, etc.) and the number of programming stations so the proper number and kind of Flash Kits may be specified and ordered.

For determining replacement of subscriber radio units, the inventory report will ordinarily contain only generalized information such as the number of units to be replaced and their corresponding “Comparable Facility” replacement radios. The inventory report may not contain all details needed such as battery type, whether mobile radio units are to be dash or remote mounted, cable length specifications, accessories, and other detailed information that requires validation for an efficient and effective implementation. Obtaining this more detailed information is intentionally postponed until the Reconfiguration Implementation Phase.

The inventory conducted in the Reconfiguration Planning Phase is general, is based upon samples and not a 100% physical inventory, and is not detailed. Therefore a high level inventory will be performed in the Reconfiguration Planning Phase but more detailed information about the replacement units must be gathered in the Reconfiguration Implementation Phase; that additional work will be described in the Statement of Work for implementation.

## **4.0 Engineering/Implementation Planning**

### **4.1 Interoperability Planning**

The interoperability requirements are included in the System Description in Section 13.0.

### **4.2 System Reconfiguration**

Motorola will generate a Reconfiguration Design which will consist of at a minimum Cutover/Fall Plans and Baseline and Acceptance Test Plans.

- **Cutover and Fall-back Plan**

- Motorola will develop the cut-over and fall-back plan to ensure consistent operation of all system functionality throughout the rebanding reconfiguration. The cutover plan details the process steps and timeline needed to change the current frequencies to the new rebanding frequencies. Where applicable, contingency planning required to effectively reband your system in the least disruptive manner will be provided.
- Review plans with Hidalgo County TX.

○ **Baseline and Acceptance Test Plan**

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

**4.3 Retune/Reprogram/Replace Determination**

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

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

Activities include:

- Formatting your inventory data for assessment
- Performing an engineering analysis of the assessment report
- Making the retune, replace or reprogram determination of subscriber inventory as outlined in paragraph 3.2 above.
- Generating the equipment list of required kits, software or upgrades required by each piece of equipment to be reconfigured.

**5.0 Project Management**

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

The Project Manager will coordinate with your project manager as well as Motorola subcontractors participating in this work to keep this effort within the agreed upon schedule. Activities such as project meetings, obtaining and evaluating subcontractor

quotes, and monitoring subcontractor and project team performance will be performed by the Motorola Project Manager.

## **6.0 Hidalgo County TX Scheduling and Access Requirements**

For Motorola to effectively perform its planning phase work, Hidalgo County TX must provide Motorola with access to the sites, radio equipment, personnel and information. Motorola will perform its work during normal working hours; typically 8:00am to 5:00pm, Monday through Friday. However, it may be required to perform the fixed inventory work at other times. If this is required, Motorola will work with you on a mutually agreeable timeframe. Working with Hidalgo County TX to ensure optimum cooperation will be essential to effectively and efficiently execute the rebanding project.

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

## **7.0 Motorola Engineering & Technical Services**

Throughout the effort required to correctly assess the system requirements for rebanding, Motorola's field and systems engineering resources will be involved. 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.

## **8.0 Local Service Support**

Motorola will utilize its authorized service center network and/or approved third party subcontractors to assist in Reconfiguration Planning Phase inventory and evaluation of fixed infrastructure and other related system equipment.

## **9.0 Notification and Conditions for Work**

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

## **10.0 Motorola and Hidalgo County TX Responsibilities**

### **Motorola Responsibilities**

Motorola will be responsible for the following:

- Providing a designated Project Manager to coordinate all the resources and work to be performed by Motorola and to be the primary point of contact for Hidalgo County TX.
- Scheduling project meetings with Hidalgo County TX at the project's start, executing project contract deliverables, and coordinating ensuing project activities with all Motorola and Hidalgo County TX resources.
- Providing engineering services in designing the agreed upon deliverables as developed in this proposal.
- Providing Hidalgo County TX with regular schedule and progress updates.
- Motorola will provide a detailed design and transition rebanding plan.

### **Hidalgo County TX Responsibilities**

Hidalgo County TX will be responsible for the following:

- Provide a signatory who has authority to sign all appropriate project documents required for this project and any other agreements required.
- Upon receipt, provide Motorola with a full copy of the Transition Administrator's Frequency Proposal Report (FPR) for the affected licenses.
- Participate with Motorola and its subcontractors in any potential required meetings with landlords, public agencies, and government agencies to provide site access for the purpose of assessing the equipment located at that site.
- Hidalgo County TX will provide access to their sites for Motorola personnel and Motorola's subcontractors for the purpose of assessing the equipment located at that site.
- Hidalgo County TX shall not unreasonably delay the execution of work by Motorola and will extend the timeline of the project when delays caused by Hidalgo County TX are experienced.
- Hidalgo County TX may be required to provide vehicles and personnel during the inventory process.

- Hidalgo County TX shall identify any outstanding Motorola deliverables and formally request their completion through the mutual development of a project punch list.
- Hidalgo County TX will be responsible for providing an adequate quantity of subscriber units per day until the inventory process is completed.
- Provide adequate shelter, space, heat, light and power at the customer facilities listed above to perform the subscriber inventory.
- Hidalgo County TX shall indicate its acceptance of the planning work by signing an acceptance form upon Motorola's delivery of a proposal for a Reconfiguration Implementation Phase Agreement ("RIPA") that is reasonably acceptable to you to enable you to prepare your Reconfiguration Cost Estimate and commence Frequency Reconfiguration Agreement negotiations with Nextel.

## **11.0 Risks**

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

There are risks associated with the rebanding work affecting the equipment. It is conceivable that a particular piece of equipment can be functional at the time of inventory but when taken off line to have board or software versions read and confirmed that failures may occur when re-initializing the unit. Motorola will make every effort to ensure that any failure occurring in this situation be rectified immediately. In some cases adequate spares may not be available and could lead to a prolonged outage of equipment while obtaining replacement parts. If the system in question is currently under a full on-site and repair service agreement with Motorola, any resolution to correct the failure will be covered under that agreement. If the equipment involved is not covered under a Motorola Service Agreement, resolution to correct the failure and restore the equipment will be discussed with you. If Motorola is asked to restore the equipment, Motorola will seek material and labor reimbursement directly from Sprint Nextel via a Repair Change Order.

## **12.0 Hidalgo County TX Acceptance**

When Motorola delivers a RIPA proposal to you that is reasonably acceptable, this will allow you to prepare your Reconfiguration Cost Estimate and commence Frequency Reconfiguration Agreement negotiations with Nextel. Also at the time of your RIPA proposal delivery, Motorola will provide a certificate of acceptance document for your signature. This certificate acknowledges that all the effort necessary in identifying the detailed requirements and plans to reband the Hidalgo County TX 800 MHz system has been completed.

### 13.0 System Description

#### Call Signs and Frequencies in Operation at ALL sites

Tx Freq	Rx Freq	Call Sign	Tx Freq	Rx Freq	Call Sign
		Linn			LaJoya
868.4625	823.4625	WQLJ634	867.6875	822.6875	WQLJ634
866.4250	821.4250	WQLJ634	866.4750	821.4750	WQLJ634
866.6375	821.6375	WQLJ634	867.4750	822.4750	WQLJ634
867.1250	822.1250	WQLJ634	868.1125	823.1125	WQLJ634
867.9875	822.9875	WQLJ634	868.4750	823.4750	WQLJ634
868.9875	823.9875	WQLJ634	868.9500	823.9500	WQLJ634
		McAllen			Weslaco
866.0750	821.0750	WQLJ634	867.9500	822.9500	WQLJ634
866.9625	821.9625	WQLJ634	866.5375	821.5375	WQLJ634
868.0625	823.0625	WQLJ634	866.9875	821.9875	WQLJ634
867.9625	822.9625	WQLJ634	867.5875	822.5875	WQLJ634
868.5750	823.5750	WQLJ634	868.3875	823.3875	WQLJ634
867.5625	822.5625	WQLJ634	867.4125	822.4125	WQLJ634

#### System Description

Type of Technology	ASTRO P25
Quantity of Sites	4
Number of Sites impacted by Rebanding	4
Total quantity of base stations / Repeaters	24
Number of Control Channels impacted by Rebanding	12
Number of Failsoft Channels impacted by Rebanding	24
Number of subscriber units on impacted Failsoft Channels	2094
Quantity of Dispatch Centers	0
Quantity of Remote Operator Positions	0
Quantity of Local Operator Positions	0
Quantity of Transmit Combiners per system	4
What is the transmitter combining scheme?	To be determined
Quantity of Mobiles in the system	724
Quantity of Portables in the system	1360
Quantity of Control Stations	10
BDAs in use	0
No. of Receive Multicouplers / Tower Mounted Amplifier Sub-Systems	4
For Voice Systems - No. of Controllers For DataTAC - No. of RNCs	1
For DataTAC Systems - No. of WNGs	Not applicable
For DataTAC Systems - No. of API/CAD Links	Not applicable

**Subsystem Descriptions**

MOSCAD Fire Alerting / Waste Water Management / Others Applications - Quantity of Systems	Not applicable
Total quantity of MOSCAD RTUs and Centrals	Not applicable
Underground sub system networks (Beyond the scope of normal BDA applications such as mines, railway systems, emergency communications facilities)	Not applicable
Other	Not applicable

**Interoperability Descriptions**

Adjacent jurisdictions / other licensees with interoperable agreements with this system owner. Quantities of radios in use on the adjacent system impacted by the change of frequencies on this system	Not applicable
Any additional information that is relevant for retuning the system.	Not applicable

**Other non-licensee users on the system & subscriber quantities**

Not applicable

### System Inventory

*This is a customer provided, non-audited, inventory estimate.*

Total number of IR Tx/Rx sites in the system	4
Total number of Simulcast Tx/Rx sites in the system	0
Total number of Rx sites in the system	0
Total number of IR Base Stations / Repeaters in System to be rebanded	0
Total number of Simulcast Base Stations / Repeaters in System to be rebanded	24
Total number of conventional Base Stations / Repeaters in System to be rebanded	0
Total Number of Rx only stations in System to be rebanded	0
Total number of Transmit Combiners in System	4
Number of Antennas that need replaced	0
Number of NM clients in the system	1
Number of Zones in the system	1
Number of master sites	1
Number of SmartX sites	0
Number of controllers in System	1
Total number of Tx Combiner Post filters to be replaced	0
Number of CEBs in the system	0
Total number of local operator positions in the system	0
Total number of remote operator positions in the system	0
Total number of dispatch centers	0
Number of control stations	10
Number of mobiles	724
Number of portables	1360
Number of Interoperability Users - Subscribers	0
Total number of Rx Multicouplers in System	4
Total number of BDA's in the system	0
Total number of Subscriber Programming Templates	20
Total Number of Stations on ALL sites for IM/TNRD Study	24

### 14.0 Deliverables

As the result of the planning phase work described in this document Motorola will produce a proposal for the reconfiguration implementation phase work by means of an offered RIPA. This RIPA proposal, once accepted by Hidalgo County TX, will describe the equipment, software and services that Motorola will provide for system reconfiguration to the replacement frequencies. This RIPA proposal and the identified price for Motorola's reconfiguration work should be used as part of your Cost Estimate to Sprint Nextel and the TA.

The proposal will include the following:

<b>Deliverables</b>	<b>Description</b>
Suitability Assessment Results	SAIR Suitability Assessment Impact Report
Cutover Plan	Fixed Network Equipment Rebanding Plan
Equipment List	Replacements Subscribers, FNE, Flash Kits, etc.
Scope of Work	Motorola scope for Rebanding the system
Frequency Analysis	Combiner Analysis; IM study
Preliminary Project Schedule	PDF of a MS Project Gantt chart

CERTIFICATE OF COMPLETION FOR PLANNING PHASE WORK

Licensee Name: Hidalgo County TX

Deal Number: \_\_\_\_\_

Hidalgo County TX agrees that by signing below, the proposed Reconfiguration Implementation Phase Agreement has been received by the Licensee and Motorola's Reconfiguration Planning Phase work has been completed.

Licensee Representative:

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

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

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

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

Motorola Representative:

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

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

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

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