

FREQUENCY RECONFIGURATION AGREEMENT

THIS FREQUENCY RECONFIGURATION AGREEMENT (this "Agreement") is made as of this ____ day of _____, 2010 ("Effective Date"), by and between the **City of Overland Park, Kansas** ("Incumbent"), and **Nextel West Corp.** ("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, and any supplemental FCC Orders in the Reconfiguration proceeding or subsequent actions after the date of this Agreement, are collectively referred to as the "Order."
- C. Pursuant to the Order, Incumbent and Nextel are licensed on frequency allocations subject to Reconfiguration.

Pursuant to the Order, Nextel will pay Incumbent an amount to effect a Reconfiguration of Incumbent's affected frequency allocations ("Reconfiguration Cost"). Incumbent will certify to the Transition Administrator appointed pursuant to the Order (the "Transition Administrator") that the Reconfiguration Cost is the minimum amount necessary to reconfigure Incumbent's affected frequency allocations in a reasonable, prudent, and timely manner, in order to make such rebanded facilities comparable to those presently in use.

FOR GOOD AND VALUABLE CONSIDERATION, 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 "Replacement Frequencies"). Pursuant to the Order, Incumbent must relinquish the Incumbent Frequencies and Nextel must relinquish the Replacement Frequencies and the Incumbent must relocate its system to 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.

(b) The parties agree that Nextel and the Incumbent (as appropriate) will make the FCC assignment filings for the Replacement Frequencies on a future date to be determined by the parties through mutual agreement, as provided in Section 5. The Parties agree to notify Nextel and the Incumbent (as appropriate) of the FCC assignment filings in accordance with the Notice provision of this Agreement.

3. Reconfiguration Costs:

(a) Acknowledgement of Obligations. Incumbent agrees that:

(i) the cost estimate in Schedule C (the "Cost Estimate") sets forth all of the work required to reconfigure Incumbent's existing facilities to comparable facilities that will operate on the Replacement Frequencies; and

(ii) after all of the work, to include performance testing contemplated by the Cost Estimate has been performed in accordance with this Agreement and Nextel has paid all amounts required by this Agreement, the Incumbent's reconfigured system shall be deemed for all purposes of the Order to be "comparable" to Incumbent's existing system prior to Reconfiguration, and Nextel shall be deemed to have satisfied its obligations under the Order to pay the cost of relocating Incumbent's system from the Incumbent Frequencies to the Replacement Frequencies.

(b) Payment Terms. In order to facilitate the Incumbent's transition to the Replacement Frequencies, Nextel will pay the costs incurred to reconfigure Incumbent's system in an amount not to exceed the Cost Estimate. Except as modified pursuant to Section 3(b)(iii) and Section 8, of this Agreement, Nextel will pay the amount of the Cost Estimate in accordance with the payment terms identified on Schedule C and as set forth below 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 sixty (60) days of completion of the Incumbent's reconfiguration and prior to the Reconciliation Date (defined below), Incumbent will submit to Nextel financial documentation (including, by way of example, but not limited to: invoices (including travel, equipment, warehouse, and other costs associated with the reconfiguration), bills of lading, receipts, and timesheets with the employee title, hours, activity performed and hourly rate stated (Vendor and/or Incumbent internal labor as applicable) or equivalent substantive documentation) demonstrating the actual costs that Incumbent reasonably incurred or paid to other entities to reconfigure Incumbent's system ("Actual Costs"). Upon receipt by Nextel of documentation of the Actual Costs, Nextel and Incumbent will reconcile the Actual Costs against the payments made by Nextel to Incumbent and Vendor(s) (the "Reconciliation"). The reconciliation statement ("Reconciliation Statement") will identify what the Parties agree upon as the amount of any additional payments (subject to Section 8) due to Incumbent and Vendor(s) or any refunds due to Nextel. The date of receipt by Nextel of the Reconciliation Statement signed by Incumbent and Incumbent's counsel is the "Reconciliation Date." Should the Parties be unable to agree upon the amount of the additional payments, the Parties shall follow the dispute resolution procedures detailed in the FCC Order.

(ii) Any additional payments due to Incumbent from Nextel will be disbursed to Incumbent 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 will be made within thirty (30) days of the Reconciliation Date.

(iii) In the event Incumbent's Actual Costs exceed the Cost Estimate, Incumbent must submit a Change Notice pursuant to Section 8 of this Agreement describing the change in scope of work that resulted in Incumbent's Actual Costs exceeding the Cost Estimate. Approval of any Change Notice will not be automatic but will be processed in accordance with Section 8 of this Agreement. Additional payments due to Incumbent, which result from an excess of Actual Costs over the Cost Estimate, as agreed on the Reconciliation Date, will be disbursed to Incumbent within thirty (30) days of execution by the Parties of the Amendment documenting the approved changes from such Change Notice.

(iv) Prior to the Closing Date, 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) described in Section 2 of this Agreement.

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" and/or will provide any equipment identified in Schedule D as "Replacement Equipment". The Loaned Reconfiguration Equipment and Nextel Replacement Equipment may be referred to collectively as the "Nextel Schedule D Equipment". Nextel will deliver any Nextel Schedule D Equipment to Incumbent in accordance with Schedule D. Incumbent will fax to Nextel a bill of lading associated with each shipment of Nextel Schedule D Equipment signed by an authorized representative of Incumbent acknowledging receipt of the Nextel Schedule D Equipment in good working order. Any Loaned Reconfiguration Equipment, if applicable, will be returned to Nextel by Incumbent prior to the Reconciliation Date.

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 associated with the reconfiguration of its system as further detailed on Schedule C as of the Effective Date; and (iii) the Parties will agree on a schedule to make the FCC filings, clear the Replacement Frequencies and decommission the Incumbent Frequencies (the "Schedule"). Depending on the timing of the adoption of this Schedule ("Scheduling Period"), it may require the submission of a Change Notice in accordance with Section 8 and/or an Amendment to this Agreement, but in any event the Parties agree to adopt the Schedule no later than: (a) ninety (90) days from the Effective Date of this Agreement, or (b) pursuant to a Schedule agreed upon at a TA scheduled "Implementation Planning Session" that includes the Incumbent's system, provided the Implementation Planning Session has been scheduled by the TA prior to the expiration of 90 days from the Effective Date of this Agreement (provided, however, in the event the Implementation Planning Session is not scheduled within the expiration of 90 days from the Effective Date of this Agreement, this subsection (b) will be preserved and the Parties will negotiate an Amendment to this Agreement pursuant to Section 8 herein), or (c) such other date as the FCC may require. Notwithstanding the aforementioned, in the event the completion date in the Schedule for the reconfiguration of Incumbent's system extends beyond the completion date for such tasks in Incumbent's proposed implementation timetable (as submitted by Incumbent to the FCC in accordance with the Order), the completion date(s) in the Schedule may be subject to FCC approval. If by the end of the Scheduling Period, no agreement on the Schedule has been reached by the Parties, the Parties will jointly seek resolution in accordance with the dispute resolution provisions of the Order, including dispute resolution procedures adopted by the Transition Administrator; as they may be amended from time to time. Nothing in this Section shall prohibit the Incumbent from beginning work immediately on replacement of the subscriber units and/or subscriber software programming.

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

(i) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation;

(ii) this Agreement has been duly authorized and approved by all required organizational action of the Party;

(iii) 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 or other organizational documents or any agreement, mortgage, indenture, license, permit, lease, encumbrance or other instrument, judgment, decree, order, law or regulation by which it is bound;

(iv) it 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 it has the authority to request the FCC to assign, modify or cancel such licenses;

(v) there is no pending or threatened action or claim 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

(vi) to the best of its knowledge, all information provided to the other Party concerning the transactions contemplated by this Agreement is true and complete.

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 upon becoming aware of any pending or 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, Incumbent will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any license for the Incumbent Frequencies, and Nextel will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any of the Replacement Frequencies.

8. **Changes:** 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 to the scope of such work may arise. The Parties agree that their review of any such needed changes must be performed expeditiously to keep the work on schedule and that they will provide sufficient staff to manage changes. If either Party believes that a change 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 change to the work contemplated by the Cost Estimate believed to be necessary and (ii) an estimate of any increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. A Party receiving a Change Notice shall immediately perform its own analysis of the need for and scope of the change and its impact on the Cost Estimate and schedule and negotiate the change in good faith with the other Party. After the Parties have agreed upon a change to this Agreement, they shall prepare a proposed amendment to this Agreement pursuant to Section 24 and submit to the Transition Administrator a copy of the proposed amendment together with a written request for its approval. Such request shall be accompanied by reasonable documentation supporting the need for and scope of the change and any proposed increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's 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. No change to the Cost Estimate, the work contemplated by the Cost Estimate or the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies shall become effective until the Parties have signed an amendment incorporating such approved change into this Agreement pursuant to Section 24 and the Transition Administrator has approved the amendment in writing. In this regard, in the event that the Transition Administrator is unable to approve the proposed amendment within ten (10) business days, then the deadline by which the Incumbent must clear all users from the Incumbent Frequencies, pursuant to Section 5, will be automatically extended by the number of days beyond ten (10) business days in which the Transition Administrator does not take final action to approve the proposed amendment. Should the Transition Administrator not approve the proposed amendment, either Party may appeal the decision consistent with the FCC Order, in which event the deadline in Section 5 will be extended by the number of days it takes for such appeal to be resolved. If the Parties are unable to agree on modification of this Agreement consistent with the Change Notice, either Party may request mediation consistent with the FCC Order. Once mediation has been requested, the deadline in Section 5 will be extended by the number of days it takes for all appeals to be resolved.

9. **Closing:** The closing ("Closing") of the transactions contemplated by this Agreement will take place within thirty (30) days 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 with no material conditions or the creation of a new license for Incumbent with no material conditions that includes the Replacement Frequencies, (iii) notification by Incumbent to Nextel that the Incumbent Licenses have been cleared of all Incumbent users pursuant to Section 5 of this Agreement, (iv) delivery by Incumbent of all receipts, invoices and other documentation required to substantiate the Actual Cost and signing by Incumbent and Incumbent's counsel and delivery to Nextel of the Reconciliation Statement and other documents required 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 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, (vi) the refund to Nextel or payment to Incumbent as described in Section 3(b)(ii), (if applicable) and (vii) the satisfaction of all other conditions 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 continued truth and accuracy of the other Party's representations and warranties set forth in this Agreement;

(b) all of the covenants of the other Party described in this Agreement are performed in all material respects; 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. Incumbent will execute and deliver to Nextel a closing certification required by the Transition Administrator.

(d) The Parties will cooperate in good faith and exercise their reasonable best efforts to finalize and execute these instruments and documents on or prior to the Closing Date in order to effect the Reconfiguration contemplated.

11. **Review Rights:** Incumbent agrees to maintain records and other supporting evidence related to the costs that Incumbent has expended in connection with the Reconfiguration contemplated by this Agreement and that Nextel has paid or will pay to Incumbent pursuant to this Agreement. Incumbent agrees to maintain such records and make them reasonably available to the Transition Administrator for review or reproduction until eighteen (18) months after the date of Incumbent's executed Completion Certification required by this Agreement or for a longer period if Incumbent, for its own purposes, retains such records for a longer period of time. As used in this provision, "records" includes books, documents, accounting procedures and practices and other data regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. Nextel shall be responsible for post-Closing audit expenses of the Incumbent, except those expenses resulting from fraudulent activity on behalf of the Incumbent. To the extent that any post-Closing audit determines that Nextel paid a third-party vendor more than provided for under the FCC Order, Nextel's sole remedy is to seek reimbursement directly from the third-party vendor, unless such overpayment was the result of fraud or negligence of the Incumbent.

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 Party 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:** The terms of this Agreement and any proprietary, non-public information marked or otherwise identified as proprietary regarding the Incumbent Frequencies, Replacement Frequencies, Nextel's business and Incumbent's business must be kept confidential by the Parties and their employees, shareholders, agents, attorneys and accountants (collectively, "Agents"), which confidentiality will survive the Closing or termination of this Agreement for a period of two (2) years; provided, however, the Parties agree that the Parties may make disclosures of such information (i) as required by law to specifically include the Kansas Open Records Act found at K.S.A. 45-215 et. seq., (ii) to the Transition Administrator, (iii) to a manufacturer of Replacement Equipment to allow for the provisioning of that equipment to Incumbent (but only to the extent such disclosure specifically relates to that manufacturer's equipment as identified on Schedule D); and (iv) to a Vendor (but only to the extent that such disclosure specifically relates to that Vendor's work and costs under this Agreement (as identified on Schedule C) as required to perform obligations under this Agreement. Nextel, Incumbent and their respective Agents may make disclosures regarding the terms of this Agreement to other public safety licensees and their Agents in accordance with the FCC Order, WT Docket No. 02-55, adopted January 8, 2007. Each Party will cause all of its Agents to honor the provisions of this Section.

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. **Intentionally Deleted.**

16. **Disputes:** The Parties agree that any dispute related to the Replacement Frequencies, Nextel's obligation to pay any cost of the Reconfiguration of Incumbent's system contemplated by this Agreement, or the comparability of Incumbent's reconfigured system to Incumbent's existing system prior to Reconfiguration, which is not resolved by mutual agreement, shall be resolved in accordance with the dispute resolution provisions of the Order, including the dispute resolution procedures adopted by the Transition Administrator, as they 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 Incumbent or Nextel, directly or indirectly, to any officer, employee or official of either Party, the TA or any person employed by or acting on behalf of the FCC for the purpose of improperly obtaining or rewarding favorable treatment under this Agreement.

18. **Liens:** If any liens or security interests 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 (not in dispute) to such vendor or services provider, Nextel upon receipt of Notice from Incumbent will cooperate to remove any Liens, which may include making any necessary and proper payment(s), if required.

19. **Vendor Performance Issues:** Incumbent will select and contract directly with any vendor or service provider performing work required to reconfigure the Incumbent's existing facilities 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.

Notwithstanding the foregoing, in the event of an Incumbent system failure that occurs as a result of work performed by Harris (f/k/a M/A-Com) under this Agreement to effect the Reconfiguration, if such failure is deemed not to provide comparable facilities (as determined by the Parties), Nextel will reimburse Incumbent (in an amount as determined by the Parties) to provide comparable facilities, only if Harris, under its agreement with Incumbent, fails to promptly correct or remedy such system failure. Any Incumbent system failure claim related to this Section 19 must be delivered by Incumbent to Nextel prior to the Reconciliation Date or Nextel's obligation to reimburse Incumbent for all claims related to this Section and not delivered shall expire.

20. **Replaced and Replacement 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 ("Replaced 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 "Replacement Equipment"), then (i) title to Replaced Equipment listed in Schedule D shall pass free and clear of liens and any other encumbrances to Nextel at such time that Incumbent delivers the Replaced Equipment in functional condition, to Nextel's designated shipping agent, and Incumbent shall execute such documentation as Nextel may reasonably request to transfer title to Nextel, (ii) title to the Replacement Equipment provided by Nextel 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, and (iii) Incumbent shall deliver the Replaced Equipment in functional condition to Nextel at Nextel's cost, pursuant to Nextel's shipment instructions, F.O.B., 12400 Foster, Overland Park, KS ,66213, prior to the Reconciliation Date.

(b) Incumbent shall deliver all Replaced Equipment identified on Schedule D in one occurrence pursuant to the Parties' agreed upon shipping instructions, which shall include an agreed upon

date, time, location, destination, and procedures for transporting the equipment by common carrier. Incumbent shall include a packing list in each box, such a list to include model numbers, descriptions, manufacturers, counts, serial numbers and/or other descriptive language that reasonably enables Nextel to reconcile the contents of the box to the Replaced Equipment listed on Schedule D. Nextel shall be solely responsible for any damage or loss that might occur to the equipment in transit. Incumbent shall provide a Notice to Nextel confirming that all Replaced Equipment has been shipped. Nextel will determine whether the Replaced Equipment meets the requirements set forth on Schedule D (i.e., identical model number, description, manufacturer, and stated count) and whether or not the Replaced Equipment is in functional condition, within sixty (60) calendar days following the latter of Nextel's receipt of such Notice and all the Replaced Equipment (the "Equipment Review Period"). Nextel shall notify the Incumbent in writing the date that it received the Replaced Equipment shipment via electronic mail. On or before the expiration of the Equipment Review Period, Nextel will provide written notice via electronic mail to an Incumbent representative (who shall be identified by Incumbent in its Notice to Nextel) and/or Incumbent's counsel verifying that the Replaced Equipment meets the requirements of Schedule D or shall identify any deficiencies with the Replaced Equipment (the "Equipment Notice"). The Equipment Notice shall be formatted in a fashion that clearly identifies the deficiency by model number, description, manufacturer, count, serial number and/or other descriptive language that reasonably enables the Incumbent to identify and cure any problem with the deficient equipment. If any deficiencies are identified in the Equipment Notice, and only if requested by Incumbent on or prior to the seventh calendar day following Incumbent's receipt of the Equipment Notice, Nextel shall at its cost, return the equipment to Incumbent. Incumbent shall have a time period of sixty (60) calendar days following receipt of the deficient equipment to cure any deficiencies, which may include repairing non-functional Replaced Equipment. Upon curing any deficiencies in the Replaced Equipment, Incumbent shall deliver the cured equipment to Nextel in accordance with the process described in this paragraph (b) above. Upon receipt of the equipment deemed to be cured by Incumbent, Nextel shall have a time period of sixty (60) days to review the Replaced Equipment to verify that the Replaced Equipment has been cured or determine whether deficiencies remain. Nextel will provide notice to Incumbent of its findings in accordance with the procedures set forth in this paragraph (b). The Equipment Review Period and any subsequent review period, if any, shall be suspended in the event of Force Majeure (as defined in this Agreement) or in the event either Party requests mediation consistent with the FCC Order related to the Replaced Equipment. The Parties agree that in the event Nextel fails to deliver to Incumbent the Equipment Notice prior to the expiration of the sixty calendar day Equipment Review Period, then and in such event, it shall be deemed irrebutably presumed by the Parties that the Replaced Equipment delivered to Nextel was in functional condition and otherwise met the requirements of Schedule D, as described above.

(c) If Incumbent fails to return to Nextel any item of the Replaced Equipment in functional condition, or fails to cure any equipment identified by Nextel as deficient within the time period set forth in paragraph (b) above, Incumbent must return to Nextel those items of the Replacement Equipment that would have replaced the Replaced Equipment not returned, prior to the Reconciliation Date (risk of loss during any shipping shall be borne by Nextel). If Incumbent fails to return any item of the Replaced Equipment to Nextel under this Section 20(c) and a Product Typical Value is set forth in Schedule E for the item of Replacement Equipment then either: (i) Nextel will deduct the Product Typical Value (as set forth in Schedule E) for those items of Replacement Equipment provided to replace the Replaced Equipment not returned to Nextel (including tax (if any) and shipping) (the "Nextel Equipment Refund") from the final payment due to Incumbent after the Reconciliation; (ii) Incumbent must pay Nextel the Nextel Equipment Refund for those items of Replacement Equipment not returned to Nextel in accordance with Section 3(b)(ii) (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 in accordance with Section 3(b)(ii) (if the final payment due Incumbent is less than the Nextel Equipment Refund); or (iv) Incumbent may choose to purchase Comparable Equipment, defined below, from any source and send the

equipment, along with adequate documentation, to Nextel prior to the Reconciliation Date. Comparable Equipment shall mean equipment of the same condition (e.g. new for new or used for used) and from the same manufacturer, that is the identical model and includes the same options and accessories as the Replacement Equipment provided by Nextel.

(d) As used in this Section 20, “functional condition” shall mean: (i) capable of immediate deployment on Incumbent’s system and immediate use on the Incumbent Frequencies; (ii) meeting any functional requirements defined in Schedule D; and (iii) operational and not in need of repair, which shall mean equipment can be programmed to operate on Incumbent's current EDACS system without needing repair to operate on such system.

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; (ii) for cause by either Party upon material breach of the other Party, following a thirty (30) day period for cure by the breaching Party following written notice of the breach; (iii) by Incumbent, in the event that a proposed amendment is not approved, pursuant to Section 8; or (iv) by Nextel prior to Closing in the event of any Adverse Decision affecting the Order by any governmental entity of competent jurisdiction. For purposes of this Agreement, an “Adverse Decision affecting the Order” means an order, decree, opinion, report or any other form of decision by a governmental entity of competent jurisdiction that results, in whole or part, in a stay, remand, or reversal of the Order, or otherwise in any revision to the Order that Nextel determines, in its sole discretion, to be adverse to its interests. In the event of termination, the Parties shall take all necessary action (including preparing and filing FCC documents) to return the *status quo ante* on the date of this Agreement. In the event of termination, Nextel shall pay all costs associated with the return to the *status quo ante*, as well as all Incumbent costs expended in the Agreement negotiations and implementation, except if such termination was due to an uncured material breach by Incumbent. Should Incumbent terminate this Agreement pursuant to subsection (iii), Incumbent shall not be released of its obligations under the Order.

[Balance of page deliberately left blank]

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

<p>If to Incumbent, to: City of Overland Park Lt. Colonel Steve Smith Deputy Chief 12400 Foster Overland Park, Kansas 66213 Phone: (913) 327-6939 Fax: 9913) 890-1939 Email: Steve.Smith@opkansas.org</p>	<p>If to Nextel, to: Nextel West Corp. c/o Nextel Communications, Inc. 2001 Edmund Halley Drive Reston, VA 20191 Attn: Heather P. Brown, Esq. Phone: (703) 433-4467 Fax: (703) 433-4483</p>
<p>With a copy that shall not constitute Notice:</p> <p>Alan S. Tilles, Esquire Shulman Rogers Gandal Pordy & Ecker, P.A. 12505 Park Potomac Avenue, 6th Floor Potomac, Maryland 20850 Phone: (301) 231-0930 Fax: (301) 230-2891</p>	<p>With a copy that shall not constitute Notice:</p> <p>Nextel Communications, Inc. 6575 The Corners Parkway Norcross, GA 30092 Attn: William Jenkins, VP Spectrum Resources Phone: (770) 326-7484 Fax: (678) 405-8252</p>

23. **Assignment:** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Either Party may assign this Agreement to any direct or indirect subsidiary or affiliate of the Party, upon delivery of written notice to the other Party.

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

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

26. **Miscellaneous:** If any provision(s) of this Agreement is held in whole or part, to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, then such provision(s) will be deemed severable from the remainder of this Agreement, will in no way affect, impair or invalidate any other provision contained in the Agreement and the Parties will use their commercially reasonable efforts to amend this Agreement to make the unlawful provision compliant with applicable law so as to preserve the rights and obligations of the Parties. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement, together with the Schedules and Exhibits, 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 Kansas 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.

27. **Force Majeure:** Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions which affect a Party's costs, but not its ability to perform. The Party invoking Force Majeure shall give prompt, timely and adequate notice to the other Party by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Force Majeure shall not include a Party's inability to pay the funds necessary for performance under this Agreement.

INCUMBENT:
City of Overland Park, Kansas

NEXTEL:
Nextel West Corp.

By: _____
Carl Gerlach, Mayor

By: _____

Name:

ATTEST:

Title:

Marian Cook
City Clerk

APPROVED AS TO FORM:

Michael R. Santos
Deputy City Attorney

SCHEDULE A

Incumbent Frequencies

Incumbent Name: **City of Overland Park, Kansas**

The Incumbent Frequencies listed on this Schedule A, represent the transmit (base station) frequencies on the Incumbent Licenses. Although not specifically listed, all related mobile frequencies and/or station classes listed on the Incumbent Licenses are herein incorporated by reference.

Incumbent Assigns to Nextel:

Call Sign	Frequencies	Licensee	Location(s)	Expiration Date	Lat (N)	Long (W)
WPCI220	860.9875	OVERLAND PARK, CITY OF	OVERLAND PARK , KS	6/14/2013	35-58-32	94-41-18.9
WPCI220	860.9875	OVERLAND PARK, CITY OF	OVERLAND PARK , KS	6/14/2013	38-50-28	94-40-39
WPCI220	860.9875	OVERLAND PARK, CITY OF	KANSAS CITY , KS	6/14/2013	39-3-19	94-38-57.8
WPCI220	866.3375	OVERLAND PARK, CITY OF	OVERLAND PARK , KS	6/14/2013	38-50-28	94-40-39
WPCI220	866.3375	OVERLAND PARK, CITY OF	KANSAS CITY , KS	6/14/2013	39-3-19	94-38-57.8
WPCI220	866.3375	OVERLAND PARK, CITY OF	OVERLAND PARK , KS	6/14/2013	35-58-32	94-41-18.9

SCHEDULE B

Replacement Frequencies

Incumbent Name: **City of Overland Park, Kansas**

The related mobile frequencies and/or station classes for the Replacement Frequencies listed in this Schedule B, will be assigned from Nextel to Incumbent based on the Incumbent Licenses listed in Schedule A.

Nextel Assigns to Incumbent:

Replacement Frequencies	Lat (N)	Long (W)	ERP (W)	Gnd Elev (ft)	Ant. Height (ft)	New Licensee	Location(s)
851.3375	35-58-32	94-41-18.9	220	1060	164	OVERLAND PARK, CITY OF (WPCI220)	OVERLAND PARK , KS
851.3375	38-50-28	94-40-39	220	1072	164	OVERLAND PARK, CITY OF (WPCI220)	OVERLAND PARK , KS
851.3375	39-3-19	94-38-57.8	220	961	164	OVERLAND PARK, CITY OF (WPCI220)	KANSAS CITY , KS
855.4375	38-50-28	94-40-39	220	1072	164	OVERLAND PARK, CITY OF (WPCI220)	OVERLAND PARK , KS
855.4375	38-58-32	94-41-18.9	220	1060	164	OVERLAND PARK, CITY OF (WPCI220)	OVERLAND PARK, KS
855.4375	39-3-19	94-38-57.8	220	961	164	OVERLAND PARK, CITY OF (WPCI220)	KANSAS CITY , KS

SCHEDULE C

800 MHZ RECONFIGURATION

COST ESTIMATE - CERTIFIED REQUEST

Request for Reconfiguration Funding

Incumbent's Name: Overland Park, City of, KS

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Nextel to fund the estimated reconfiguration costs 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 \$39,225.92 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). 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: The system consists of a trunked EDACS, 5-channel, Modem simulcast with three (3) sites. Each RF site is equipped with five (5) MASTR IIe base station trunked repeaters. The simulcast control point is co-located at the Justice Center RF sites facility. Out of 5 channels at each site, 1 channel is eligible for rebanding. In addition, Overland park has a license for 1 additional channel at each simulcast location. This makes 3+3=6 eligible channels for retune.

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

	Total In System	Total Included in FRA
Base station frequencies	6	6
- Voice channels	0	0
- Home/Control channels	0	0
Repeater sites	3	3
Other sites (remote recv, BDA)	2	2
Subscriber units retuned	0	0
Subscriber units reprogrammed	173	173
Subscriber units replaced	684	684
Subscriber units rebanded total	857	857
Entities operating on the system	0	0

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			See PFA
Reconfigure Subscriber Equipment			94 work days
Reconfigure Infrastructure Equipment			9 work days
System Acceptance			

3. Implementation Plan: See the Harris Statement of Work, Version P, July 8, 2010, as attached hereto as Exhibit C.

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 Subscriber Equipment Project Management Reconfiguration Costs <ul style="list-style-type: none"> Project Management (Sub Contractor) (4 @ \$1,988.00 /unit = \$7,952.00) Subscriber Equipment Reconfiguration Travel Costs <ul style="list-style-type: none"> 94 work days*1.4=132 calendar days - Quality Assurance Manager T&L (132 @ \$238.56 /unit = \$31,489.92) Airfare, 2 trips (1 @ \$2,119.00 /unit = \$2,119.00) Car Rental (12 @ \$355.00 /unit = \$4,260.00) 2 techs, 32 days each - Subscriber 1st Touch (programming of retained radios, control stations, removal of personalities, return radio certification) 1: Technician T&L (2 techs) (64 @ \$238.56 /unit = \$15,267.84) Subscriber Touch 1: Technician Vehicles (2 vehicles) Touch 1 (64 @ \$142.00 /unit = \$9,088.00) 8 techs, 22 days each - Subscriber Touch 1: Mobile Installs Technician T&L (8 techs) (176 @ \$238.56 /unit = \$41,986.56) 4 techs, 4 days each - MIA Technician T&L 	(Vendor) Harris	\$702,735.48

- (4 techs) (16 @ \$238.56 /unit = \$3,816.96)
- 4 veh. 22 days - Subscriber Touch 1: Mobile Installs Vehicles (4 vehicles) (88 @ \$142.00 /unit = \$12,496.00)
- 2 veh. 4 days each - MIA Technician Vehicles (2 vehicles) (8 @ \$142.00 /unit = \$1,136.00)
- 4 techs, 13 days each - Technician T&L (4) Touch 2 (52 @ \$238.56 /unit = \$12,405.12)
- MIA Technician T&L (2) (6 @ \$238.56 /unit = \$1,431.36)
- 2 veh. 13 days each - Technician Vehicles (2) touch 2 (26 @ \$142.00 /unit = \$3,692.00)
- MIA Technician Vehicles (2) (6 @ \$142.00 /unit = \$852.00)
- Subscriber Touch 2 T&L 4 techs, 52 days each, \$238.56 per day = \$12,405.12
- Missing in Action, Subscriber Touch 2, 2 technicians, 26 days * \$142.00 per day = \$3,692.00

Subs duration 94 days (4.7 months) - Subscriber Reconfiguration Labor Tasks and Costs

- 2 techs, 15 days each, 16 units/day/tech - 1st touch: Programming of 476 Radios (303 new portables, 129 retained portables, 44 retained mobiles) (30 @ \$1,313.00 /unit = \$39,390.00)
- Missing in Action Radios 10% (47) (3 @ \$1,313.00 /unit = \$3,939.00)
- 8 techs, 22 days each, 2 units/day/tech - Remove and Install 358 Mobiles (176 @ \$1,313.00 /unit = \$231,088.00)
- 4 techs, 4 days each 2 units/day/tech - Missing in Action Mobiles 10% (36) (16 @ \$1,313.00 /unit = \$21,008.00)
- 2 techs, 6 days each, 2 units/day/tech - Programming & Install 23 Replacement Control Stations (12 @ \$1,313.00 /unit = \$15,756.00)
- Programming Motorola Deployed Control Station (1 @ \$164.00 /unit = \$164.00)
- 4 techs, 13 days each, 16 units/day/tech - 2nd touch - Reprogram 863 Mobile and Portable Radios (52 @ \$1,313.00 /unit = \$68,276.00)
- Missing in Action Radios 10% (86) (5.2 @ \$1,313.00 /unit = \$6,827.60)
- Units = Days - System Engineering - Installation and Personality Development Support (10.5 @ \$1,400.00 /unit = \$14,700.00)
- 4.7 months (20 workdays per month) - Quality Assurance Manager (4.7 @

<ul style="list-style-type: none"> \$20,130.00 /unit = \$94,611.00) 2 techs, 4 days each - Harris certification of Radios prior to return to Sprint (684) radios * 6 mins per radio) (8 @ \$1,313.00 /unit = \$10,504.00) Facility Rental (subs and infrastructure storage, 7 month project duration) (7 @ \$2,000.00 /unit = \$14,000.00) 2 techs, 7 days each - Removal of Personalities prior to Return to Sprint (684 radios) 10 mins per radio (14 @ \$1,313.00 /unit = \$18,382.00) 		
<ul style="list-style-type: none"> Organize schedules for users to deliver radios to proper location for both touches (180 @ \$63.34 /unit = \$11,401.20) Organize and reschedule MIA units (15 @ \$36.40 /unit = \$546.00) Organize desktop CS locations, provide specific addresses and configurations (10 @ \$36.40 /unit = \$364.00) Asset Numbers for new Eq & retire old numbers (140 @ \$36.40 /unit = \$5,096.00) Monitor radio replacement and reprogramming (60 @ \$36.40 /unit = \$2,184.00) Monitor and assure the return of removed equipment and unused radios to Sprint (10 @ \$36.40 /unit = \$364.00) Officer participation for portables, first touch to include training (300 @ \$36.40 /unit = \$10,920.00) Officer participation for mobiles, first touch to include training (503 @ \$36.40 /unit = \$18,309.20) Officer participation for portables, final touch (180 @ \$36.40 /unit = \$6,552.00) Officer participation for mobiles, final touch (170 @ \$36.40 /unit = \$6,188.00) 	(Incumbent) Overland Park	\$61,924.40
<ul style="list-style-type: none"> Off Site Project Management (48hrs @ \$135.00 /hr = \$6,480.00) On-Site Engineering Services (40hrs @ \$135.00 /hr = \$5,400.00) On-Site Engineering Travel (12 @ \$150.00 /unit = \$1,800.00) 	(Vendor) Tusa	\$13,680.00
<ul style="list-style-type: none"> Subcontractor - New Control Head Bracket Cost (75 @ \$33.20 /unit = \$2,490.00) 	(Vendor) Comm. Associates	\$2,490.00
II. Infrastructure Equipment Reconfiguration a. Infrastructure Equipment Reconfiguration	(Vendor) Harris	\$32,967.50

<p>Services</p> <p>Infrastructure Reconfiguration Travel Costs</p> <ul style="list-style-type: none"> Units = Days - Installation Technician T&L (3 techs) (9 @ \$248.50 /unit = \$2,236.50) Units = Days - System Verification T&L Technician (1) (6 @ \$248.50 /unit = \$1,491.00) Units = Days - System Engineering T&L (8 @ \$248.50 /unit = \$1,988.00) <p>Infrastructure Labor Costs</p> <ul style="list-style-type: none"> Units = Days - Installation Technician (9 @ \$1,313.00 /unit = \$11,817.00) Units = Days - System Engineering (9.25 @ \$1,400.00 /unit = \$12,950.00) Units = Days - Project Management (Sub Contractor) (1.25 @ \$1,988.00 /unit = \$2,485.00) 		
<ul style="list-style-type: none"> Supv - Participate and monitor Infrastructure reconfiguration activities (24hrs @ \$63.34 /hr = \$1,520.16) Asst - Coordinate infr. cutovers (16hrs @ \$36.40 /hr = \$582.40) 	(Incumbent) Overland Park	\$2,102.56
<ul style="list-style-type: none"> Conslt Level1 - On site PM (64hrs @ \$135.00 /hr = \$8,640.00) Levels1&2 - Travel Expenses (In town) (8hrs @ \$150.00 /hr = \$1,200.00) 	(Vendor) Tusa	\$9,840.00
<p>III. Engineering and Verification</p> <ul style="list-style-type: none"> Pre-Reconfiguration Signal Strength Testing (24hrs @ \$175.00 /hr = \$4,200.00) Pre-Reconfiguration Signal Strength Testing (24hrs @ \$156.00 /hr = \$3,744.00) Pre-Reconfiguration Voice Quality testing in Simulcast Overlap Areas Only (24hrs @ \$175.00 /hr = \$4,200.00) Pre-Reconfiguration Voice Quality testing in Simulcast Overlap Areas Only (24hrs @ \$156.00 /hr = \$3,744.00) Post MASTR III Install Pre Reconfiguration Voice Quality Testing in Simulcast Overlap Areas Only (24hrs @ \$175.00 /hr = \$4,200.00) Post MASTR III Install Pre Reconfiguration Voice Quality Testing in Simulcast Overlap Areas Only (24hrs @ \$156.00 /hr = \$3,744.00) Post-Reconfiguration Signal Strength testing (24hrs @ \$175.00 /hr = \$4,200.00) Post-Reconfiguration Signal Strength testing 	(Vendor) Harris	\$53,720.00

<ul style="list-style-type: none"> (24hrs @ \$156.00 /hr = \$3,744.00) • Post-Reconfiguration Voice Quality Testing in Simulcast Overlap Areas Only (24hrs @ \$175.00 /hr = \$4,200.00) • Post-Reconfiguration Voice Quality Testing in Simulcast Overlap Areas Only (24hrs @ \$156.00 /hr = \$3,744.00) • M/A-COM - Support FRA Contract Negotiations Future Planned Support (80hrs @ \$175.00 /hr = \$14,000.00) 		
<ul style="list-style-type: none"> • Attend Infrastructure final test (4 @ \$63.34 /unit = \$253.36) 	(Incumbent) Overland Park	\$253.36
<ul style="list-style-type: none"> • Method 3 Coverage Testing Pretest (3 @ \$1,080.00 /unit = \$3,240.00) • Method 1 voice test in overlap area Pretest (3 @ \$1,080.00 /unit = \$3,240.00) • Method 3 coverage Testing Post test (3 @ \$1,080.00 /unit = \$3,240.00) • Method 1 voice test in overlap area Post test (3 @ \$1,080.00 /unit = \$3,240.00) • Method 1 voice test in overlap area MIII Post test (3 @ \$1,080.00 /unit = \$3,240.00) • Document coverage verification; compare differences (20hrs @ \$135.00 /hr = \$2,700.00) • Compare differences off-site (10hrs @ \$135.00 /hr = \$1,350.00) • Labor for Testing - Functional Pretest (24hrs @ \$135.00 /hr = \$3,240.00) • Labor for Testing - Functional and Acceptance. (24hrs @ \$135.00 /hr = \$3,240.00) • Travel Expenses (8 @ \$150.00 /unit = \$1,200.00) 	(Vendor) Tusa	\$27,930.00
<p>IV. Professional Services</p> <p>Planning, Engineering and Verification Costs</p> <ul style="list-style-type: none"> • Planning - System Design Review (kickoff meetings) (22hrs @ \$175.00 /hr = \$3,850.00) • Engineering - Develop Rebanding Plan and Equipment List, Develop Functional Test Plan (110hrs @ \$175.00 /hr = \$19,250.00) • M/A-COM - System Verification - Alignment EDACS Simulcast Verification (45hrs @ \$175.00 /hr = \$7,875.00) • Sub Contractor - System Verification - Alignment EDACS Simulcast Verification for testing (50hrs @ \$156.00 /hr = \$7,800.00) • System As-Built Documentation for testing (18hrs @ \$175.00 /hr = \$3,150.00) 	(Vendor) Harris	\$41,925.00

<ul style="list-style-type: none"> • Development of radio inventory (24 @ \$63.34 /unit = \$1,520.16) • Development of radio inventory (40 @ \$36.40 /unit = \$1,456.00) • Planning Meetings with Consultant (95.5 @ \$63.34 /unit = \$6,048.97) • FRA Negotiations (81.25 @ \$63.34 /unit = \$5,146.38) 	(Incumbent) Overland Park	\$14,171.51
<ul style="list-style-type: none"> • Phase II, Task 7.2, Cost Docs (for closeout) (8hrs @ \$135.00 /hr = \$1,080.00) • FRA Negotiations (12.5hrs @ \$135.00 /hr = \$1,687.50) • Technical Support for the FRA for review of the new Harris SOW and updating the EOWs to reflect the new subscriber counts (8hrs @ \$135.00 /hr = \$1,080.00) 	(Vendor) Tusa	\$3,847.50
V Contracts and Legal <ul style="list-style-type: none"> • Contract negotiations, Review of contract and closing documents (123hrs @ \$435.00 /hr = \$53,505.00) • FCC Regulatory Filings, 2 sets of applications, Consummation Notices and Rebanding deadline notices and deadline coordination (8hrs @ \$180.00 /hr = \$1,440.00) • Review Of Closing Documents (1 @ \$1,000.00 /unit = \$1,000.00) • Travel Costs (1 @ \$3,500.00 /unit = \$3,500.00) 	(Vendor) SRGP&E	\$59,445.00
Overland Park	Incumbent	\$78,451.83
Harris	Vendor	\$831,347.98
Tusa	Vendor	\$55,297.50
Comm. Associates	Vendor	\$2,490.00
SRGP&E	Vendor	\$59,445.00
Total Estimated Costs		\$1,027,032.31

Certification

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that Incumbent and its Vendors have determined (as listed in this Schedule C) the minimum funds necessary to reconfigure Incumbent's facilities in a reasonable, prudent and timely manner, in order to make such rebanded facilities comparable to those presently in use. If applicable, Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs listed on Schedule C are comparable to costs that vendor previously charged Incumbent for similar work.

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

SCHEDULE D

Overland Park, City of, KS

1) Reserved

2) Replacement Equipment (provided by Nextel)

Quantity	Manufacturer	Description	Model Number	New/Used
1	M/A Com	Software, Mastr IIE/Mastr III Programming	TQS3353	New
3	M/A Com	Manual, Installation, Mastr III ADC EDACS Station	MM120SX	New
3	M/A Com	Manual, Maintenance, MASTR III ADC EDACS Station	MM480SX	New
3	M/A Com	STATION, EDACS MASTR III, 806-870MHZ, 100W (855.4375T/810.4375R)	SX8MTX	New
3	M/A Com	Instruction, Rack-up, EDACS GETC	SXAP7V	New
3	M/A Com	Kit, External Ref Oscillator Connection	SXMK3M	New
3	M/A Com	FEATURE, VOTING TONE (1950HZ)	SXSF1W	New
3	M/A Com	FEATURE, ENHANCED CHANNEL	SXSG1A	New
3	M/A Com	Power Supply, 120VAC, 60Hz, 12/24VDC	SXPS9R	New
3	M/A Com	Kit, Mounting Hrdwr, 69/83/86in Cab/Rack	SXMN2D	New
3	M/A Com	KIT, CABLE, BASIC STATION #1	SXCD5X	New
3	M/A Com	CABLE, AUDIO/DATA #1	SXCD7D	New
3	M/A Com	Simulcast Test Unit w/ Control Channel Monitor	MAD2-TNC06	New
1	DB	Combiner,TX,851-869MHz, 6 Channel (856.9875, 857.9875, 858.9875, 859.9875, 860.9875, 855.4375)	DB8062F6-B	New
105	M/A Com	Cable, Coaxial, 1/2in Superflex	CA-015466-001	New
6	M/A Com	Connector, N Male, 1/2in Coax	CN-015463-001	New
105	M/A Com	Cable, Coaxial, 1/4in Cellflex	CA-015465-001	New
3	M/A Com	Connector, BNC-M, 1/4in Coax, Shrink Sleeve	CN-015462-001	New
3	M/A Com	Connector, N(M), 1/4in Coax, O-Ring Seal	CN-015519-001	New
1		Combiner, TX, 851-869MHz, 10 Channel (Channel 1 - 851.6625, Channel 2 - 852.5750, Channel 3 - 855.4375, Channel 4 - 856.9875, Channel 5 - 857.9875, Channel 6 - 858.9875, Channel 7 - 859.9875, Channel 8 - 860.9875, Channel 9 - 866.6625, Channel 10 - 867.5750)	DB8062F10-B	New
1	M/A Com	Simulcast Alignment Receiver	MAD2-TNA06	New
1	DB	Combiner,TX,851-869MHz,6 Channel (856.9875, 857.9875, 858.9875, 859.9875, 860.9875, 855.4375)	DB8062F6-B	New
381	M/A-COM	M7100IP Radio Type806-870 MHz, 35W	MAHG-S8XX	New
381	M/A-COM	FEATURE PACKAGE, EDACS TRUNKING OPERATION (includes Conventional operation)	MAHG-ED	New
24	M/A-COM	ENCRYPTION, 64-BIT, VGE AND AEGIS DIGITAL VOICE(includes Aegis	MAHG-VE	New

		digital voice option)		
165	M/A-COM	CONTROL UNIT, SYSTEM, REMOTE MOUNT	MAHG-CP7X	New
4	M/A-COM	CONTROL UNIT, SYSTEM, FRONT MOUNT	MAHG-CP7V	New
212	M/A-COM	CONTROL UNIT, SCAN, FRONT MOUNT	MAHG-CP7U	New
23	M/A-COM	MICROPHONE, DESK	MAHG-MC5A	New
358	M/A-COM	MICROPHONE, MOBILE	MAHG-MC7T	New
165	M/A-COM	KIT, ACCESSORY, REMOTE MOUNT, 50W TX AND BELOW	MAHG-ZN5X	New
216	M/A-COM	KIT, ACCESSORY, FRONT MOUNT, 50W TX AND BELOW	MAHG-ZN5W	New
169	M/A-COM	KIT, KEYCAP, SYSTEM CONTROL UNIT, 72 keys and extractor tool	MAHG-MK3F	New
212	M/A-COM	KIT, KEYCAP, SCAN CONTROL UNIT, 11 keys and extractor tool	MAHG-MK3E	New
4	M/A-COM	DESKTOP BASE, TONE REMOTE, LOCAL CONTROL, CLOCK/VU METER	DSDX07	New
156	M/A-COM	P5150 Radio Type, 806-870 MHz	MAHM-S8DXX	New
156	M/A-COM	ANTENNA, 806-870 MHZ, WHIP	MAHM-NC1K	New
312	M/A-COM	BATTERY, NIMH, EXTRA HIGH CAPACITY	MAHM-PA9P	New
20	M/A-COM	Emergency Button, 2-Position Volume Control, and Earphone Jack	MAHM-AE7A	New
156	M/A-COM	BELT CLIP, METAL	MAHM-HC7P	New
130	M/A-COM	CHARGER, DESK, RAPID, 120/230 VAC	MAHM-CH9E	New
5	M/A-COM	CHARGER, MULTI, RAPID, 120/230 VAC	MAHM-CH9A	New
147	M/A-COM	P7170IP Radio Type, System, 806-870 MHz	HT7170T81X	New
147	M/A-COM	FEATURE PACKAGE, EDACS TRUNKING OPERATION (includes Conventional operation)	HTED	New
24	M/A-COM	ENCRYPTION, 64-BIT, VGE AND AEGIS DIGITAL VOICE (includes Aegis digital voice option)	HTVE	New
147	M/A-COM	ANTENNA, 806-870 MHZ, WHIP	HTNC1K	New
270	M/A-COM	BATTERY, NIMH, EXTRA HIGH CAPACITY	HTPA9P	New
123	M/A-COM	MICROPHONE, LAPEL, Includes Rubber PTT Button, Emergency Button, 2-Position Volume Control, and Earphone Jack	HTAE7A	New
50	M/A-COM	CASE, LEATHER, WITH BELT LOOP & SWIVEL	HTHC7N	New
147	M/A-COM	BELT CLIP, METAL	HTHC7P	New
45	M/A-COM	CHARGER, DESK, RAPID, 120/230 VAC	HTCH9E	New
16	M/A-COM	CHARGER, MULTI, RAPID, 120/230 VAC	HTCH9A	New
1	M/A-COM	BATTERY, CONDITIONER/ANALYZER, IQ5 SYSTEM, 6 BAYS,	BC3506QP-5	New

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

Quantity	Manufacturer	Description	Model Number
3	M/A-COM	MASTR II EDACS REPEATER	MASTR II
3	M/A-COM	Power Supply, 120VAC, 60Hz, 12/24VDC	Power Supply
3		Simulcast Test Unit w/ Control Channel Monitor	Test Unit
2		5 Channel Combiner	DB8062H5-B
1		8 channel combiner	DB8062H8-B
1		Simulcast Alignment Receiver	Alignment Receiver
24	M/A-COM	RANGR EDACS Mobile Radio (each with System Keypad, encrypted VGE/AEGIS Digital Voice and 800 Sys/Grps)	RANGR, System
193	M/A-COM	MDX EDACS Mobile Radio (each with Scan Keypad and 625 or less Sys/Grps)	MDX, Scan
141	M/A-COM	RANGR EDACS Mobile Radio (each with System Keypad and 800 Sys/Grps)	RANGR, System
4	M/A-COM	RANGR EDACS Control Station (each with System Keypad and 800 or less Sys/Grps)	RANGR, System
19	M/A-COM	MDX EDACS Control Station (each with Scan Keypad and 625 or less Sys/Grps)	MDX, Scan
23		Desk Microphone	Desk Microphone
358		Mobile Microphone	Mobile Microphone
4		Desktop Base, Tone Remote	Tone Remote
66	M/A-COM	E300P EDACS Portable Radio (each with Scan Keypad, 128 Sys/Group, antenna and at least one battery)	E300P, Scan
90	M/A-COM	PCS EDACS Portable Radio (each with Scan Keypad, 128 or less Sys/Groups, antenna and at least one battery)	PCS, Scan
20		Speaker Microphone	Speaker Microphone
156		Belt Clip	Belt Clip
130		Desk Charger	Desk Charger
5		Multi-Charger	Multi-Charger
123	M/A-COM	MPA EDACS Portable Radio (each with System Keypad, encrypted VGE/Aegis digital voice, 800 Sys/Grps, antenna and at least one battery)	MPA, System
24	M/A-COM	MPA EDACS Portable Radio (each with System Keypad, 800 Sys/Grps, antenna and at least one battery)	MPA, System
123		Lapel Microphone	Microphone
50		Carry Case	Case
147		Belt Clip	Belt Clip
45		Desk Charger	Desk Charger
16		Multi-Charger	Multi-Charger
1		6 Bay Battery Conditioner	Battery Conditioner

4) Reserved

5) Reserved

SCHEDULE E

Product Typical Values

The Product Typical Values for Replacement Equipment shall be:

- a. for Replacement Equipment set forth on Schedule C, the cost shown on Schedule C for the item of Replacement Equipment; or
- b. for Replacement Equipment comprising M/A-COM subscriber radios, options and accessories, the most recent price list as of the date a reconciliation statement is sent to Incumbent by Nextel less 15%.

In lieu of paying the Product Typical Value as stated above, Incumbent may choose to purchase Comparable Equipment, defined below, from any source and send the equipment, along with adequate documentation, to Nextel prior to the Reconciliation Date. Comparable Equipment, shall mean equipment of the same condition (e.g. new for new or used for used) and from the same manufacturer, that is the identical model and includes the same options and accessories as the Replacement Equipment provided by Nextel.

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:

FRN (FCC Registration Number):

ULS PASSWORD:

Contact Representative for any FCC related issues:

Name:

Phone Number:

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:

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 for the Frequency Reconfiguration Agreement, dated _____, with Nextel (the "FRA") is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the number of planning or reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate and/or the number of internal labor hours incurred in performing planning or reconfiguration tasks for each labor category on the TA-approved Cost Estimate (included in the FRA) were for 800MHz Planning or Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor at <http://www.800ta.org/content/PDF/policy/IncumbentLaborPolicy.pdf> as of the Effective Date of the FRA. Incumbent acknowledges that the reconciliation documentation and related supporting records for the FRA are subject to the Review Rights (as that term is defined in the FRA with Nextel) of the TA.

Incumbent Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit B(2)
Reconciliation Documentation
Time Sheet Documentation

THIS IS AN EXAMPLE DOCUMENT
THE ACTUAL DOCUMENT IS AVAILABLE FROM THE NEXTEL FINANCE DEPARTMENT

Deal ID:

Deal Name:

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

CERTIFICATION:

Incumbent hereby certifies that the internal labor information provided for the Frequency Reconfiguration Agreement, dated _____, with Nextel (the "FRA") is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the number of internal labor hours incurred in performing planning or reconfiguration tasks for each labor category on the TA-approved Cost Estimate (included in the FRA) were for 800MHz Planning or Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor at <http://www.800ta.org/content/PDF/policy/IncumbentLaborPolicy.pdf> as of the Effective Date of the FRA. Incumbent acknowledges that the reconciliation documentation and related supporting records for the FRA are subject to the Review Rights (as that term is defined in the FRA with Nextel) of the TA.

Incumbent Name: _____

Signature: _____

Title: _____

Date: _____

*Separate entries for each date when labor expense was incurred must be provided on a per employee basis. Date ranges will not be accepted.

**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.

***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

THIS IS AN EXAMPLE DOCUMENT
THE ACTUAL DOCUMENT IS AVAILABLE FROM THE NEXTEL FINANCE DEPARTMENT

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 for the Frequency Reconfiguration Agreement, dated _____, with Nextel (the "FRA") is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the number of planning or reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate (included in the FRA) were for 800MHz Planning or Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor at <http://www.800ta.org/content/PDF/policy/IncumbentLaborPolicy.pdf> as of the Effective Date of the FRA. Incumbent acknowledges that the reconciliation documentation and related supporting records for the FRA are subject to the Review Rights (as that term is defined in the FRA with Nextel) of the TA.

Incumbent Name: _____

Signature: _____

Title: _____

Date: _____

*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.

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

***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.

Exhibit C

Statement of Work (Attached)

STATEMENT OF WORK

Table of Contents

Introduction	1
Reconfiguration Overview	2
System Description	2
Subscriber Units	2
Mutual Aid Equipment	2
Reconfiguration Plan	4
EDACS Equipment Reconfiguration	4
Mutual Aid Equipment Reconfiguration	6
Functional Acceptance Testing	6
Reconfiguration Schedule Summary	6
Planning Phase Costs	6
Project Management	7
Project Implementation Team	7
Project Manager (PM)	7
Quality Assurance Manager (QAM)	7
System Engineer (SE)	7
HARRIS's Southwest Regional Service Center	7
Notice to Proceed	8
Customer Design Review	8
HARRIS Proposal Assumptions	9
Subscriber Equipment Reconfiguration	11
Project Management	11
Travel Costs	12
Subscriber Reconfiguration Method	12
Subscriber Equipment Inventory	14
Infrastructure Equipment Reconfiguration	17
Project Management	17
Travel Costs	17
RF Site Infrastructure Reconfiguration	17
Mutual Aid Conventional System	18

North Site Reconfiguration	18
South Site Reconfiguration.....	19
Sanders Division & Traffic Unit BDA Reconfiguration.....	22
Infrastructure Reconfiguration Costs.....	22
Facilities Costs	23
Miscellaneous Components	23
Engineering and Verification	24
Contracts and Legal	25
Legal Fees	25
FCC Licensing	25
Other Costs	25
Other Project Management.....	25
Taxes	25
Contingency	25
Pricing	25
Cost Estimate Summary.....	26
Subscriber Equipment Reconfiguration	27
Infrastructure Equipment Reconfiguration.....	28
Planning, Engineering and Verification	29

List of Tables

Table 1 - Equipment Reconfiguration Summary.....	3
Table 2 - 800 MHz Trunked System Frequencies.....	5
Table 3 - Mutual Aid System Frequencies.....	6
Table 4 - Subscriber Equipment Project Management Reconfiguration Costs.....	11
Table 5 - Subscriber Equipment Reconfiguration Travel Costs.....	12
Table 6 - City of Overland Park Subscriber Terminal Equipment Inventory.....	14
Table 7 – Estimated Portable Accessories Requiring Replacement.....	15
Table 8 - Estimated Mobile Accessories Requiring Replacement.....	15
Table 9 – Estimated Desktop Control Stations Requiring Replacement.....	15
Table 10 - Subscriber Reconfiguration Labor Tasks and Costs.....	16
Table 11 - PM Reconfiguration Tasks and Costs.....	17
Table 12 – Infrastructure Reconfiguration Travel Costs.....	17
Table 13 – North Site Reconfiguration Equipment.....	18
Table 14 - North Site Combiner Reconfiguration Table.....	19
Table 15 - South Site Reconfiguration Equipment.....	19
Table 16 - South Site Combiner Reconfiguration Table.....	20
Table 17 – Justice Center Site Reconfiguration Equipment.....	20
Table 18 – Justice Center Site Combiner Configuration Table.....	21
Table 19 - Bi-Directional Amplifier (BDA) Reconfiguration Equipment.....	22
Table 20 - Infrastructure Equipment Costs.....	22
Table 21 – Infrastructure Labor Costs.....	23
Table 22 - Planning, Engineering and Verification Costs.....	24
Table 23 - Freight.....	25

Introduction

In order to streamline the negotiations process for the City of Overland Park, HARRIS has constructed this proposal in conformance with the guidelines for completing a Frequency Reconfiguration Agreement (FRA) Schedule C Cost Estimate. The structure of this proposal directly corresponds to the guidelines suggested by the Transition Administrator (TA). All tasks and procedures are identified in the categorized sections below. Costs within this Statement of Work have been summarized in the pricing pages found under the tab "Pricing".

The system upgrades required for the City of Overland Park network components subject to reconfiguration have been generally determined by HARRIS and city of Overland Park. Whereas the overall design of the system does not change, the components within these systems need to be modified to comply with the FCC reconfiguration program.

This proposal has been strategically constructed so as to introduce the most economical plan with the least amount of capacity and coverage degradation to the City during the reconfiguration process. Other alternative solutions for reconfiguration such as parallel multi-site systems and temporary simulcast system overlays have been considered. The following approach provides a cost effective path with minimal disruption to service and capacity to the City's EDACS system having a total of six licensed channels as follows:

- One (1) NPSPAC Channel
- One (1) Expansion Band Channel
- Four (4) Interleaved Channels

Reconfiguration Overview

System Description

The current city-wide 800 MHz trunked radio system for the City of Overland Park was originally installed in 1993. The system consists of a trunked EDACS, 5-channel, Modem simulcast with three (3) sites, and two (2) Bi-Directional Amplifier (BDA) systems.

Specifically, it is comprised of three (3) transmit-receive RF sites, and a modem simulcast control point. Each RF site is equipped with five (5) MASTR IIe base station trunked repeaters. The simulcast control point is co-located at the Justice Center RF sites facility and includes additional backup radios. The city's centrally located dispatch equipment resides at the City's Dispatch/EOC center. The Console Electronics Controller (CEC), Communications System Director (CSD), and logging recorders reside at the Justice Center site facility. There are two BDA systems that enhance in building RF coverage at Sanders and Westgate Division buildings in the city.

Subscriber Units

The system provides service to approximately 863 subscriber units. The subscriber units are mixture of vintage and new model radios including 408 mobiles, 432 portables, and 23 control stations,

Mutual Aid Equipment

The Mutual Aid System serving the City of Overland Park belongs to Johnson County. The City ties into the Mutual Aid system via five control stations, one for each of the Mutual Aid frequencies.

Table 1 below summarizes the key system equipment for the City of Overland Park 800 MHz radio system. All re-program/re-tune tasks will be performed by HARRIS.

Table 1 - Equipment Reconfiguration Summary

Equipment	Qty	Reprogram & Retune	Replace	Replace By
EDACS Site Equipment				
Number of Repeater Sites	3	-	-	
Total Number of Trunked Channels	5	-	1	Sprint-Nextel
Total Number of TX Combiners	3	-	3	Sprint-Nextel
Total Number of TX Antennas	3	-	-	Sprint-Nextel
Total Number of TTA & Multicouplers	3	-	-	Sprint-Nextel
Total number of RX Antennas	3	-	-	Sprint-Nextel
Total number of Spare MASTR II	2	-	2	Sprint-Nextel
Mutual Aid Equipment				
Total number of Mutual Aid Repeaters	0	-	-	
Total Number of Mutual Aid Combiners	0	-	-	
Total Number of Mutual Aid TX Antennas	0	-	-	
Total Number of Mutual Aid RX Antennas	0	-	-	
Subscriber Equipment				
Number of Portable Units	432	129	303	Sprint-Nextel
Number of Mobile Units	408	44	364	Sprint-Nextel
Number of Control Station Units	23	-	23	Sprint-Nextel
Number of Desk Top and other Units	-	-	-	
Number of Control Channel Monitors	3		3	Sprint-Nextel
Number of Test Unit Radios	3		3	Sprint-Nextel
Number of Simulcast Alignment Radios	1		1	Sprint-Nextel
BDA				
Number of Bi-Directional Amplifiers (BDA)	2	-	-	

Reconfiguration Plan

As the radio system manufacturer, HARRIS has been requested to provide a turnkey set of services. This set of services includes the following:

- Program radios with new frequency set to operate both pre and post System Rebanding/Retuning
- Perform pre-rebanding signal strength test.
- Perform pre-rebanding overlap circuit merit test.
- Replace one (1) 5-channel combiner at the Justice Center Site with a 6-channel combiner factory pre-tuned to 5 old and 1 new channel.
- Replace one (1) 8-channel combiner at South Site with a 10-channel combiner factory pre-tuned to 8 old and 1 new channel.
- Replace one (1) 5-channel combiner at North Site with a 6 channel combiner factory pre-tuned to 5 old and 1 new channel.
- Put channel 5 into test partition. Channel 5 is the channel that has to be rebanded.
- Install new MASTR III station in the rack above Channel 5 at all 3 Transmit sites. Leave current channel 5 in place as a backup.
- Align new Channel 5 station for simulcast operation and move cables so new Channel 5 Master III is in operation for testing purposes.
- Perform overlap circuit merit testing using new MASTR III channel 5. Channel 5 is still in test partition.
- Put channel 5 back in service and verify proper operation with channels 1 – 4 for at least a week to insure proper operation.

The designed reconfiguration plan consists of a semi-phased approach involving prerequisite work prior to actual system reconfiguration work.

The scheduled prerequisite work would allow certain components of the existing public safety system to be gradually retuned or replaced with the least amount of disruption to service in order to prepare for the major reconfiguration. This includes installation of station equipment, programming duplicate subscriber personalities, and mobile radio replacements.

EDACS Equipment Reconfiguration

The City of Overland Park operates approximately 863 user radios within various agencies located throughout the city. It is anticipated that approximately 28 of the subscriber units may have programming limitations for adding the new rebanded frequency set and a second system ID. In those instances, replacement of existing equipment may be the only viable option to complete the necessary retuning/rebanding in a manner that provides the same measure of reliability and user performance as that enjoyed by the existing configuration.

The designated replacement radios embody an estimated 690 vintage radios including RANGR, MDX, MPA and 300P that must be replaced during the WAVE 2 Phase 2 (NPSPAC) reconfiguration.

Thus, approximately 28 additional radios are likely needed because of capacity shortfalls in other existing equipment.

The alternative approach is to conduct an exhaustive inventory of all subscriber radios and determine the actual number of radios that should be replaced due to radio memory capacity limitations. This approach is costly and is very time consuming in terms of schedule.

The reconfiguration plan is based on the City of Overland Park providing facilities to conduct radio replacement and reprogramming. The City will prepare a drop-off schedule for reprogramming and replacement of mobile and portable radios. During the reprogramming, HARRIS will re-program radios with the new rebanded frequency set and replace radios found to have programming limitations. HARRIS will return any unused replacement radios back to Sprint-Nextel. HARRIS will submit all radio data files recorded during the re-programming to the City.

The equipment anticipated to be replaced at the RF sites are transmitter combiners, repeaters stations, and associated cabling. At the Justice Center Site and the North Site, HARRIS proposes replacing one (1) 5-channel combiner, and at the South site one (1) 8-channel combiner. Replacement combiners will be comparable factory tuned equipment. The removed equipment will be transferred to Sprint-Nextel.

This cost effective approach allows the City of Overland Park to minimize their impact to traffic channel capacity and Grade of Service (GoS). By utilizing factory tuned combiners, the RF sites can be reconfigured with minimal equipment down time. In addition, the terminals will be re-programmed with a duplicate personality to match the new frequencies added on the system. Only two radio “touches” are required under HARRIS’s plan. The first is to add duplicate personalities at the outset of the City’s reconfiguration project and the second is to remove old radio personalities at the end of the reconfiguration project.

Table 2 - 800 MHz Trunked System Frequencies

Old		New	
TX	RX	TX	RX
856.9875	811.9875	856.9875	811.9875
857.9875	812.9875	857.9875	812.9875
858.9875	813.9875	858.9875	813.9875
859.9875	814.9875	859.9875	814.9875
860.9875	815.9875	855.4375	810.4375
866.3375	821.3375	851.3375	806.3375

Mutual Aid Equipment Reconfiguration

The Mutual Aid System serving the City of Overland Park belongs to Johnson County. The City ties into the Mutual Aid system via five (5) control stations, one for each of the Mutual Aid frequencies. The Mutual Aid control stations will be programmed with a new frequency set to operate both pre and post System Rebanding/Retuning. Both frequencies sets will remain in the Mutual Aid control stations until Johnson County completes their mutual aid reconfiguration.

Table 3 - Mutual Aid System Frequencies

Old		New	
TX	RX	TX	RX
866.0125	821.0125	851.0125	806.0125
866.5125	821.5125	851.5125	806.5125
867.0125	822.0125	852.0125	807.0125
867.5125	822.5125	852.5125	807.5125
868.0125	823.0125	853.0125	808.0125

Functional Acceptance Testing

Once the system has been reconfigured, functional testing will be performed per the enclosed Functional Testing Plan (FTP) document. The FTP is submitted with this work plan to show general procedures and equipment needed to conduct verification of features and functions. Final FTP procedures will be approved by HARRIS and the City.

At this stage, functional acceptance tests will be conducted for customer comparative assessment. Measurement results will be provided to the City for information only. No coverage guarantees are offered with this recommendation. If performance is less than acceptable to the City, HARRIS will provide recommendations for corrections. The cost of any corrective action resulting from the reconfiguration must be negotiated by the City with Sprint-Nextel. If the radio users experience reduction or degradation of radio coverage after system reconfiguration, HARRIS will prepare, at City/Sprint-Nextel expense, a proposal to return the coverage to the pre-reconfiguration levels as shown by the pre-rebanding coverage testing, to the extent practical.

Reconfiguration Schedule Summary

HARRIS has included a detailed Re-configuration schedule highlighting projected start and completion times for various tasks. Please refer to the "Project Schedule" located under the Project Schedule tab of this proposal.

Planning Phase Costs

HARRIS is not a party to any Planning Funding Agreement between the City of Overland Park and Sprint-Nextel.

Project Management

Project Implementation Team

Through the experience of implementing numerous communication systems throughout the world, HARRIS understands the importance of establishing a cohesive project team. Our core project team will consist of a Project Manager (PM), Quality Assurance Manager (QAM), System Engineer (SE), and our Southwest Service Center Manager. HARRIS's management team, engineering resources, and organizational support will diligently strive to ensure a smooth reconfiguration of the City of Overland Park's three site EDACS simulcast communications systems.

Project Manager (PM)

HARRIS will assign a project manager to control the City of Overland Park's communication project from the beginning of the project through acceptance. The support from procurement, manufacturing, and order logistics operations will enable the project manager to ensure that the materials, equipment, and services are ordered, shipped, and provided in a timely manner.

The PM will be responsible for developing schedules, monitoring progress, providing necessary progress reports, and taking the actions needed to ensure that schedule compliance is achieved. The PM will also be responsible for overall project cost and processing any necessary contract changes.

Quality Assurance Manager (QAM)

The Quality Assurance Manager will be responsible for planning and coordinating the installation, testing, and acceptance of the City of Overland Park's re-banding project. The QAM will report directly to the project manager and will be the local day-to-day on-site contact to the City's designated representative. The QAM will provide on-site supervision of installation teams and coordinate work among installers, subcontractors, and the City's organizations associated with the project. The QAM will initiate appropriate action, including active participation, as required, to ensure the system is installed according to the schedule and specifications.

System Engineer (SE)

HARRIS will assign a system engineer who will have full technical responsibility for the radio system reconfiguration and optimization. The SE will participate in all review meetings and provide technical support to the project manager.

HARRIS's Southwest Regional Service Center

HARRIS proposes to re-band the City's radio system utilizing the services of HARRIS's Southwest Regional Service Center. Mr. Terry Tuck will provide a team of technicians to ensure the successful reconfiguration and assessment of the project. Where appropriate, Authorized Service Center subcontractors will be utilized to assure the highest quality of workmanship and timely execution of the City's radio system. The Service Center's pertinent information is listed below:

Mr. Terry Tuck, Field Service Manager
HARRIS Southwest Regional Service Center
8105 N. Beltline Road, Suite 170
Irving, TX, 75063
Telephone: 972-550-2310

The Field Service Manager will work with the QAM to have installers and technicians on site when needed. The Field Service Manager will also provide technicians to participate in the running of any functional tests and coverage tests per the Functional Test Plan (FTP).

Notice to Proceed

The project begins with HARRIS receiving a written notice to proceed from the City. Under the direction of the project manager, the HARRIS team will meet with City of Overland Park's team to develop detailed target plans to meet contractual obligations, implementation schedule, payment dates, and other key milestones.

HARRIS's System Engineering implementation team will review the system plans and assess the impact of the re-banding. The System Engineering team will incorporate these reviews into their Customer Design Review presentation to assist the City in understanding the process and results of the proposed reconfiguration.

Customer Design Review

The Customer Design Review (CDR) meeting will be held to review the important elements of the re-banding plan and to explain key milestones of the project schedule. The CDR process will finalize the infrastructure equipment lists, as well as review the re-channelization approach for the City of Overland Park's radio system. All changes agreed upon during the CDR process will be documented through the Change Order process. Following the City's approval, HARRIS will deliver a final system design document.

HARRIS Proposal Assumptions

HARRIS's proposal is based on the information obtained from the specification, the information on hand from the various system installations and from prior experience of dealing with Sprint-Nextel on other re-banding opportunities.

- HARRIS will work with the City's representatives to develop a plan to re-program radio units with the replacement frequencies.
- HARRIS and its authorized service providers will reprogram and retune base stations and radio units to the new allocated channels in conformance with all FCC levels or specifications. HARRIS will replace existing MASTR-IIe base stations with MASTR III base stations and configure the base stations to operate on the new allocated frequencies.
- HARRIS will connect the trunked stations to replacement combiners, and verify optimal tuning for each new allocated frequency.
- HARRIS will reprogram the existing radios in the City of Overland Park radio fleet that are capable of being programmed on the new allocated frequencies. HARRIS will provide a list of the radios that are not capable of being reprogrammed.
- Those radios not capable of being reprogrammed will be replaced with radios of similar functionality programmed with the new frequency sets. Sprint Nextel will provide the replacement radios to the City.
- If Sprint-Nextel does not have replacement radios available, the City will work with Sprint-Nextel to reach agreement on the quantities of radios needed, and have Sprint-Nextel place orders with HARRIS for the new radios.
- HARRIS will work with the City to develop a project timeline that will efficiently allow for the rebanding process with minimal impact on current operations. HARRIS will provide a good faith effort to meet the TA's rebanding time line.
- It is HARRIS' understanding that Sprint-Nextel will prepare the FCC documents for the City in regard to the new allocated frequencies. HARRIS has not quoted any services to provide permits and licenses for the rebanding process.
- HARRIS will perform a functional test, including Method 3 Drive Test as defined by the 800 MHz Transition Administrator, to demonstrate comparable performance. However, HARRIS will not provide a coverage guarantee.
- HARRIS will work with the City to develop plans that will minimize disruptions to current operations. Not receiving radios on a timely basis or work performed on an off-day shift may cause additional costs to be incurred.
- As part of this proposed frequency reconfiguration effort, HARRIS has not quoted maintenance services. Additionally, HARRIS will not be responsible for any latent deficiencies. HARRIS will perform the tests as defined in the functional test plan. If remedial action is required, HARRIS will help identify the source of the problem. If a replacement part is not functioning properly, HARRIS and the City will notify Sprint-Nextel of the need for a new replacement part or product. HARRIS and City will develop a test procedure that is acceptable to Sprint-Nextel and the TA for authorized payment.

- Since the tasks are to reprogram and retune the system, there is no acceptance of the system. The passing of the functional test and the before and after power and sensitivity measurements at each site are the only test that HARRIS must complete.
- Sprint-Nextel will provide replacement radios where required.

Subscriber Equipment Reconfiguration

Programming all 861 radios with the new rebanded frequency set must first be accomplished prior to reconfiguring the sites. It is estimated that 28 radios may require replacement because of capacity limitations. Approximately 690 of these radios are not retunable under Wave 2 Phase 2 NPSPAC Reconfiguration and would be replaced in any case.

The following advisory recommendations are provided to ensure successful radio replacement and re-programming. Please view them as prerequisites that are essential for the successful, timely, and cost-effective implementation of the City of Overland Park's re-banding project.

It is assumed that the City

- Will be responsible for providing environmentally controlled locations to remove/install and reprogram mobile and portable radios.
- Will be responsible for scheduling subscriber users to deliver radios to equipment replacement/reprogramming locations.
- Will be responsible for rescheduling subscriber no-shows; accommodating no-shows is subject to additional costs to reschedule and perform work.
- Will provide all desktop control station locations with address and detailed configurations of each.

It is assumed that HARRIS

- Will be responsible for removal, installation and programming of radios as applicable.
- Will be responsible for saving all radio profile data and submit templates to the City of Overland Park at the end of reconfiguration.
- Will be responsible for returning removed equipment and returning unused replacement radios to Sprint-Nextel.
- Will be responsible for storage of the replacement radios provided by Sprint-Nextel and storage of the removed equipment pending return to Sprint-Nextel.

Project Management

The table below describes the specific tasks and costs associated with managing and administering the reconfiguration of subscriber equipment.

Table 4 - Subscriber Equipment Project Management Reconfiguration Costs

Task	Effective Man/Days	Man/Day Rate	Cost
Project Management (HARRIS)	22	*	*
Project Management (Sub Contractor)	4	\$1,988	\$7,952

* Cost of HARRIS's Project Management time is removed from project and accounted for on a corporate level.

Travel Costs

Travel costs for subscriber equipment reconfiguration are itemized in the table below and are included in the total cost.

Table 5 - Subscriber Equipment Reconfiguration Travel Costs

Description	Number of Units	Price Per Unit	Unit	Cost
Project Management T&L	1		Trips	*
Quality Assurance Manager T&L	132	\$238.56	Days	\$31,489.92
Airfare	2		Trips	\$2,119
Car Rental	12	\$355.00	Weeks	\$4,260.00
Subscriber Touch 1: Tech T&L Programming Retained Radios and Control Stations, Removal of Personalities and Radio Certifications (2 people – 32 days)	64	\$238.56	Days	\$15,267.84
Subscriber Touch 1: Technician Vehicles (2) Touch 1	64	\$142.00	Days	\$9,088.00
Subscriber Touch 1: Mobile Installs Technician T&L (8)	176	\$238.56	Days	\$41,986.56
Subscriber Touch 1: Mobile Installs Vehicles (4)	88	\$142.00	Days	\$12,496.00
Technician T&L MIA Mobile Installs (4)	16	\$238.56	Days	\$3,816.96
MIA Mobile Installs Technician Vehicles (2)	8	\$142.00	Days	\$1,136.00
Touch 2 Technician T&L (4) Touch 2	52	\$238.56	Days	\$12,405.12
MIA Technician T&L (2)	26	\$142.00	Days	\$3,692.00
Touch 2 MIA Technician T&L (2)	3	\$238.56	Days	\$1,431.36
MIA Technician Vehicles (2)	3	\$142.00	Days	\$852.00

Subscriber Reconfiguration Method

This section identifies the tasks and costs required to prepare and reconfigure the subscriber equipment.

1. City will provide all subscriber user profile configurations.
2. HARRIS will replace all non-configurable mobiles radios with Sprint-Nextel provided comparable radio replacements. The City will organize and schedule vehicles for replacement radios and deliver vehicles to City designated facilities for installation. The City is

- responsible for rescheduling “No Shows” in a timely manner that will not delay on-going retuning and replacement activities.
3. HARRIS will program the new rebanded frequency set into the mobile and portable radios. City will be responsible for scheduling and gathering radios at centralized locations.
 4. HARRIS will replace all non-configurable control stations and reprogram/retune all that are reconfigurable.
 5. Upon completion of infrastructure reconfiguration, the City will notify users to manually switch the rebanded fleet to the newly rebanded system frequency set.
 6. HARRIS will remove the old frequency set at the end of Wave 2 Phase 2 and reprogram final frequency set.
 7. HARRIS will certify that radios being replaced and returned to Sprint meet the requirements for return under the FRA Agreement between Overland Park and Sprint-Nextel. It is Harris’ understanding that the radios must be certified to meet the following requirements: (i) Are capable of being programmed to Overland Park’s Licensed Spectrum and (ii) are capable of being deployed without needing repair.
 8. HARRIS will remove personalities from replaced radios prior to return to Sprint.
 9. HARRIS will provide the subscriber reconfiguration services noted in this Statement of Work on all subscriber equipment provided by Sprint and all subscriber equipment that may be upgraded as part of the Harris Subscriber Upgrade Program.

Subscriber Equipment Inventory

The table below presents a listing of all subscriber terminal equipment currently in use by the City of Overland Park and depicts which models need to be reprogrammed or replaced. Replacement units are to be provided by Sprint-Nextel.

Blocks which are highlighted in **Orange** indicate radios that must be replaced and the replacement model number is indicated based upon the latest information supplied by the vendor HARRIS. Blocks which are highlighted in **GREEN** are those units that may be capable of being reprogrammed. For those radio which are known to be replaced, additional information may be required to determine the specific model of the radio, i.e. system or scan. This would apply to the 300P, MDX, and RANGR.

Table 6 - City of Overland Park Subscriber Terminal Equipment Inventory

Equipment Description	Count	Replacement	Reprogram	Modify with Programmer	Type (P / M / CS)
300P	66				P
500M	28				M
700P	6				P
LPE-50	5				P
LPE-200	20				P
MCS2000 (Motorola)	0				M
MDX	193				M
MPA (System)	123				P
MPA Encrypted (System)	24				P
MRK (System)	14				P
ORION (System)	16				M
P5130	7				P
P5150	2				P
P7150	61				P
P7170	14				P
PCS Scan	90				P
RANGR (System)	141				M
RANGR Encrypted (System)	24				M
GE Control Station	4				CS
RANGR Control Ch Monitor*	3				M
RANGR Test Unit*	3				M
MDX Control Station	19				CS

*Mobile radio units used as Control Monitors and Test Units are used at infrastructure sites and accounted for in the equipment list provided for the development of Schedule D.

The tables below reflect typical subscriber radio accessories requiring replacement. Exact accessories, quantity and cost will be ascertained during reconfiguration.

Table 7 – Estimated Portable Accessories Requiring Replacement

Item(s)	Qty	To Be Replaced By	Cost
Speaker Microphone / Speaker Microphone Antenna (SMA)	TBD	Sprint-Nextel	N/A
Antenna	TBD	Sprint-Nextel	N/A
Extra High Capacity Battery	TBD	Sprint-Nextel	N/A
Single Charger	TBD	Sprint-Nextel	N/A
Belt Clip	TBD	Sprint-Nextel	N/A

Table 8 - Estimated Mobile Accessories Requiring Replacement

Item(s)	Qty	To Be Replaced By	Cost
Standard MIC	TBD	Sprint-Nextel	N/A
Dual Control Heads	TBD	Sprint-Nextel	N/A
Data Cables	TBD	Sprint-Nextel	N/A

Table 9 – Estimated Desktop Control Stations Requiring Replacement

Subscriber	Item(s)	Qty	To Be Replaced By	Cost	Equipment
	Control Station, Tone Remote Control	TBD	HARRIS	TBD	
	Desktop MIC	TBD	HARRIS	TBD	

Reconfiguration Costs

This section identifies the subscriber reconfiguration tasks and costs required to prepare and reconfigure the subscriber equipment.

Table 10 - Subscriber Reconfiguration Labor Tasks and Costs

Task	Resource Quantity	Unit Man/Day Rate	Effective Man/Days	Cost
Subscriber Touch 1: Programming of 476 Radios (432 retained and replaced portables and 44 retained mobiles)	2	\$1,313	15	\$39,390.00
Missing in Action Radios 10 % (47)	2	\$1,313	1.5	\$3,939.00
Remove and Install 364 Mobiles	8	\$1,313	22	\$231,088.00
Missing in Action Mobiles 10% (36)	4	\$1,313	4	\$21,008.00
Programming & Install 23 Replacement Control Stations	2	\$1,313	6	\$15,756.00
Programming Motorola Deployed Control Station	1	\$1,313	0.1	\$164
Final Configuration - Reprogram 863 Mobile and Portable Radios	4	\$1,313	13	\$68,276.00
Removal of Personalities prior to Return to Sprint (690 radios) 10 mins per radio	2	\$1313	7	\$18,382.00
Missing in Action Radios 10% (86)	2	\$1,313	2.6	\$6827.60
System Engineering - Installation and Personality Development Support	1	\$1,400	10.5	\$14,700.00
Quality Assurance Manager Harris certification of Radios prior to return to Sprint (690) radios * 6 mins per radio)	1	\$20,130	4.7	\$94,611.00
	2	\$1313	4	\$10,504.00
Facility Rental	1	\$2000	7	\$14,000.00

Infrastructure Equipment Reconfiguration

Project Management

This section identifies the tasks and costs associated with managing and administering the reconfiguration of the infrastructure equipment and systems.

Table 11 - PM Reconfiguration Tasks and Costs

Task	Effective Man/Days	Man/Day Rate	Cost
Project Management (HARRIS)	20	*	*
Project Management (Sub Contractor)	1.25	\$1,988	\$2,485

Travel Costs

For simplicity, the table identifies all the travel and lodging (T&L) costs associated with the reconfiguration. Travel expenses to Overland Park, KS by various project personnel are itemized below.

Table 12 – Infrastructure Reconfiguration Travel Costs

Description	Number of Units	Units	Cost
Project Management T&L	8	Trips	*
Installation Technician T&L (3 techs)	9	Trips	\$2,236.50
System Verification T&L Technician (1)	6	Trips	\$1,491.00
System Engineering T&L	8	Trips	\$1,988.00
BDA System Engineer T&L	-	-	-

RF Site Infrastructure Reconfiguration

The RF site infrastructure will be reconfigured in the following order:

- Mutual Aid Conventional Stations
- North Site
- South Site
- Justice Center Site

Mutual Aid Conventional System

The City of Overland Park operates five (5) control stations to access the Johnson County Conventional Mutual Aid Repeaters. These control stations reside at the Justice Center site and accessed thru Maestro Dispatch consoles and conventional interfaces in the IMC switch.

North Site Reconfiguration

The City of Overland Park's North site is located at 2530 S. 18th Street. This is a 5-channel simulcast site with one (1) channel located within the future Expansion Band. The City has elected to retune this channel. The site's transmit combiner is a Decibel Products DB8062H5-B (5-channel configuration). The site has a single dual stack transmit/receive antenna. The plan includes the replacement of the 5-channel combiner, and one (1) MASTR IIe station with a reconfigured and retuned MASTR III station.

Table 13 – North Site Reconfiguration Equipment

	Existing Model Number	Replacement Equipment	Rationale
Tx Combiner	(1) DB8062H5-B	(1) DB8062F6-B	Required to minimize down time and maintain crucial public safety traffic capacity and GOS.
Rx Multicoupler & TTA	(1) DB8508-101W (1) DB8980	-	Replacement not required
Repeater Stations	(5) MASTR IIe	(1) MASTR III	Replaced pursuant to Nextel / HARRIS MASTR II agreement.
Tx / Rx Antenna	(1) BMR 10/8A-B1	-	Replacement not required.

Table 14 - North Site Combiner Reconfiguration Table

Combiner 1					
Existing Configuration			Proposed Configuration		
Channel	Frequency	Separation	Channel	Frequency	Separation
1	856.9875		5	855.4375	
2	857.9875	1.0000	1	856.9875	1.5500
3	858.9875	1.0000	2	857.9875	1.0000
4	859.9875	1.0000	3	858.9875	1.0000
5	860.9875	1.0000	4	859.9875	1.0000
			6	860.9875	1.0000
Minimum Freq Spacing		1.0000	Minimum Freq Spacing		1.0000

Notes:

- 1 - Frequencies represented in **black** type - no change.
- 2 - Frequencies represented in **red** type - deleted following band reconfiguration.
- 3 - Frequencies represented in **blue** type - added during reconfiguration and remain following reconfiguration.
- 4 - Channel numbers are provided for the convenience of combiner planning and do not necessarily represent system channel designations.

South Site Reconfiguration

The City of Overland Park's South site is located at 8004 W. 159th Street. This is a 5-channel simulcast site with one (1) channel located within the future Expansion Band. The City has elected to retune this channel. The site's transmit combiner is a Decibel Products DB8062H8-B (8-channel configuration). This site's combiner hosts two (2) Motorola Quantar repeaters belonging to Johnson County. Coordination between the City of Overland Park and Johnson County will be required during rebanding. The site has a single dual stack transmit/receive antenna. The plan includes the replacement of the 8-channel combiner, and one (1) MASTR IIe station a with reconfigured and retuned MASTER III station.

Table 15 - South Site Reconfiguration Equipment

	Existing Model Number	Replacement Equipment	Rationale
Tx Combiner	(1) DB8062H8-B	(1) DB8062F10-B	Required to minimize down time and maintain crucial public safety traffic capacity and GOS.
Rx Multicoupler & TTA	(1) DB8508-101W (1) DB8980	-	Replacement not required
Repeater Stations	(1) MASTR IIe	(1) MASTR III	Replaced pursuant to Nextel / HARRIS MASTR II agreement
Tx / Rx Antenna	(1) BMR 10/8A-B1	-	Replacement not required.

Table 16 - South Site Combiner Reconfiguration Table

Combiner 1					
Existing Configuration			Proposed Configuration		
Channel	Frequency	Separation	Channel	Frequency	Separation
1	856.9875		6	851.6625	
2	857.9875	1.0000	7	852.5750	0.9125
3	858.9875	1.0000	5	855.4375	2.8625
4	859.9875	1.0000	1	856.9875	1.5500
5	860.9875	1.0000	2	857.9875	1.0000
6	866.6625	5.6750	3	858.9875	1.0000
7	867.5750	0.9125	4	859.9875	1.0000
8	Open		8 (5)	860.9875	1.00
			9 (6)	866.6625	5.6750
			10	Open	
Minimum Freq Spacing		0.9125	Minimum Freq Spacing		0.9125

Notes:

- 1 - Frequencies represented in **black** type - no change.
- 2 - Frequencies represented in **red** type - deleted following band reconfiguration.
- 3 - Frequencies represented in **blue** type - added during reconfiguration and remain following reconfiguration.
- 4 - Channel numbers are provided for the convenience of combiner planning and do not necessarily represent system channel designations.

Justice Center Reconfiguration

The City of Overland Park's Justice Center site is located at 8500 Antioch. This is a 5-channel simulcast site with one (1) channel located within the future Expansion Band. The City has elected to retune this channel. The site's transmit combiner is a Decibel Products DB8062H5-B (5-channel configuration). The site has one transmit and one receive antenna. The plan includes the replacement of the 5-channel combiner, and MASTR IIe stations with reconfigured and retuned MASTER III stations.

Table 17 – Justice Center Site Reconfiguration Equipment

	Existing Model Number	Replacement Equipment	Rationale
Tx Combiner	(1) DB8062H5-B	(1) DB8062F6-B	Required to minimize down time and maintain crucial public safety traffic capacity and GOS.
Rx Multicoupler & TTA	(1) DB8508-101W (1) DB8980	-	Replacement not required

	Existing Model Number	Replacement Equipment	Rationale
Repeater Stations	(1) MASTR IIe	(1) MASTR III	Replaced pursuant to Nextel / HARRIS MASTR II agreement.
Tx / Rx Antenna	(1) BMR 10/8A-B1	-	Replacement not required.

Table 18 – Justice Center Site Combiner Configuration Table

Combiner 1					
Existing Configuration			Proposed Configuration		
Channel	Frequency	Separation	Channel	Frequency	Separation
1	856.9875		5	855.4375	
2	857.9875	1.0000	1	856.9875	1.5500
3	858.9875	1.0000	2	857.9875	1.0000
4	859.9875	1.0000	3	858.9875	1.0000
5	860.9875	1.0000	4	859.9875	1.0000
			6	860.9875	1.0000
Minimum Freq Spacing			Minimum Freq Spacing		
1.0000			1.0000		

Notes:

- 1 - Frequencies represented in **black** type - no change.
- 2 - Frequencies represented in **red** type - deleted following band reconfiguration.
- 3 - Frequencies represented in **blue** type - added during reconfiguration and remain following reconfiguration.
- 4 - Channel numbers are provided for the convenience of combiner planning and do not necessarily represent system channel designations.

The following is a conceptual step-by-step procedure for retuning the simulcast system to the new frequencies:

- Step 1.** Choose a date for transition initiation.
- Step 2.** Perform baseline performance testing PRIOR to system reconfiguration to verify functionality and performance.
- Step 3.** Install replacement combiners at each site respectively. This will result in a temporary outage of the site. The outage is estimated at four hours. This effort will be coordinated with Overland Park prior to commencement of actual work. No more than one site will be affected at a time.
- Step 4.** Remove Channel 5 from Active Service and place into test partition. System now operates with 4 simulcast channels. CC is limited in the CSD to any of the first four channels.
- Step 5.** Install new Channel 5 MASTR III on existing non rebanded frequency. MASTR II station remains installed and programmed to the non rebanded frequency as a fall back

plan in the event problems arise with the simultaneous operation of MASTR II and MASTR III. .

- Step 6.** Perform overlap circuit merit test with new Channel 5 in test partition. (In keeping with the recent FCC decision allowing for testing of this configuration prior to “going live” with the replaced and rebanded channel – this step has been added).
- Step 7.** Put channel 5 back in service on old frequency and verify proper operation for at least one week.
- Step 8.** After verification of proper operation, Channel 5 MASTR III will be retuned to the new frequency at each site simultaneously.
- Step 9.** Final signal and strength and circuit merit testing will be performed.
- Step 10.** Existing MASTR II E on Channel 5 will be removed.

Sanders Division & Traffic Unit BDA Reconfiguration

The Sanders Division and Traffic Unit each have one (1) non-channelized mobile repeater acting as a Bi-Directional Amplifier (BDA) to enhance RF coverage in the Sanders and West Gate facilities. The BDAs receive donor signals from the simulcast sites. Each non-channelized BDA is designed to pass wide bands of frequencies without respect to specific channelization and thus does not require reconfiguration.

The table below identifies all the BDAs installed at the Sanders Division and Traffic Unit facilities.

Table 19 - Bi-Directional Amplifier (BDA) Reconfiguration Equipment

BDA System Number	Mfr	BDA Model #	Uplink Selective Frequency Range (MHz)	Downlink Selective Frequency Range (MHz)	Channelized	Requires Replacement
1	Decibel	JAA-002	806-824	849-869	NO	NO
2	Decibel	JAA-002	806-824	849-869	NO	NO

Infrastructure Reconfiguration Costs

The table below itemizes the infrastructure equipment to be replaced by HARRIS during infrastructure reconfiguration.

Table 20 - Infrastructure Equipment Costs

Item(s)	Qty	Cost
North Site Equipment		
Combiner - Factory-Tuned 6-Channel	1	To be Provided By Nextel
MASTR III Base Station	1	To be Provided

		by Nextel
CCMTU Interface Shelf	1	To be Provided By Nextel
South Site Equipment		
Combiner – Factory-Tuned 10-Channel	1	To be Provided By Nextel
MASTR III Base Station	1	To be Provided By Nextel
CCMTU Interface Shelf	1	To be Provided By Nextel
Justice Center Site Equipment		
Combiner - Factory-Tuned 6-Channel	1	To be Provided By Nextel
MASTR III Base Station	1	To be Provided By Nextel
CCMTU Interface Shelf	1	To be Provided By Nextel
Simulcast Alignment Radio	1	To be Provided by Nextel

Notes:

- 1 – The refurbished combiner prices reflect the price of the combiners after the customer's existing combiners and cavities are returned to the vendor.

Table 21 – Infrastructure Labor Costs

Task	Resource Quantity	Unit Man/Day Rate	Effective Man/Days	Cost
Simulcast EDACS Reconfiguration	3	\$1,313	3	\$11,817
System Engineering	1	\$1,400	9.25	\$12,950

Facilities Costs

No facility costs have been incorporated into this proposal.

Miscellaneous Components

No miscellaneous components are anticipated for the City of Overland Park reconfiguration.

Engineering and Verification

This section identifies the tasks and costs associated with system-wide planning, engineering and verification.

Table 22 - Planning, Engineering and Verification Costs

Tasks	Resource Quantity	Effective Man Hours	Rate	Cost
Planning – Team Activation In Progress Review System Design Review	1	22	\$175 / hr	\$3,850
Engineering – Develop Rebanding Plan and Equipment List Develop Functional Test Plan	1	110	\$175 / hr	\$19,250
System Verification – Alignment EDACS Simulcast Verification HARRIS Sub Contractor	1 1	45 50	\$175/ hr \$156/ hr	\$7,875 \$7,800
Pre-Reconfiguration Signal Strength Testing	1 1	24 24	\$175/hr \$156	\$4,200.00 \$3,744.00
Pre-Reconfiguration Voice Quality Testing in Simulcast Overlap Areas Only	1 1	24 24	\$175/hr \$156	\$4,200.00 \$3,744.00
Post MASTR III Install Pre Reconfiguration Voice Quality Testing in Simulcast Overlap Areas Only	1 1	24 24	\$175/hr \$156	\$4,200.00 \$3,744.00
Post-Reconfiguration Signal Strength Testing	1 1	24 24	\$175/hr \$156	\$4,200.00 \$3,744.00
Post-Reconfiguration Voice Quality Testing in Simulcast Overlap Areas Only	1 1	24 24	\$175/hr \$156	\$4,200.00 \$3,744.00
Support FRA Contract Negotiations Future Planned Support HARRIS	1	80	\$175 / hr	\$14,000
System As-Built Documentation	1	18	\$175 / hr	\$3,150

System verification is accomplished by the methods and practices prescribed by HARRIS's Functional Test Plan (FTP) found under the tab "Functional Test Plan" in this proposal. HARRIS is not responsible for any coverage changes and interference resulting from the new reconfigured frequencies.

System verification is accomplished by the methods and practices prescribed by HARRIS's Functional Test Plan (FTP) found under the tab "Functional Test Plan" in this proposal. HARRIS is not responsible for any coverage changes and interference resulting from the new reconfigured frequencies.

Contracts and Legal

Legal Fees

HARRIS has no participation in tasks associated with FRA contract development.

FCC Licensing

HARRIS has no participation associated with FCC licensing and other regulatory requirements as they pertain to the FRA.

Other Costs

Other Project Management

HARRIS has no project management or administration tasks beyond those directly associated with subscriber and infrastructure equipment reconfiguration.

Table 23 - Freight

Tasks	Cost
Ship Radios from Lynchburg to the City of Overland Park	To be Provided by Nextel
Ship Radios from the City of Overland Park to Sprint-Nextel	To be Provided by Nextel

Taxes

Since the City of Overland Park is a governmental entity, none of the work or equipment proposed by HARRIS is anticipated to be taxable.

Contingency

HARRIS does not anticipate any contingency tasks associated with this reconfiguration project.

Pricing

All items and options are priced for execution concurrently. Should the City of Overland Park and/or Sprint Nextel choose not to purchase a given item and/or service upon execution of the initial purchase order or contract, and should the item and/or service be required at a later date, the said item and/or service may include additional costs.

Summary Pricing

Cost Estimate Summary

Task Category	SOW Table Reference	Totals
Subscriber Reconfiguration	Tables 4, 5, 8, & 9	\$690,128.36
Infrastructure Reconfiguration	Tables 10 & 15	\$32,967.50
Planning, Engineering, and Verification	Table 16	\$95,645.00
TOTAL PRICE		\$818,740.86

Subscriber Equipment Reconfiguration

Task	Detailed Pricing - Refer to SOW	Cost
Project Management (SubContractor)	Table 4	\$7,952.00
Quality Assurance Manager	Table 10	\$94,611.00
Quality Assurance Manager T&L	Table 5	\$31,489.92
Technician Labor	Table 10	\$415,398.00
Technician T&L	Table 5	\$77,293.44
Technician Vehicles	Table 5	\$28,684.00
System Engineering Radio Programming Consultation	Table 10	\$14,700.00
Facilities Rental	Table 10	\$20,000.00
TOTAL PRICE		\$690,128.36

* Costs for HARRIS's Project Management time and T&L are removed from project and accounted for on a corporate level.

Infrastructure Equipment Reconfiguration

Task	Detailed Pricing - Refer to SOW	Cost
Project Management (Subcontractor)	Table 11	\$2,485.00
Installation Technician T&L	Table 12	\$2,236.50
System Verification T&L	Table 12	\$1,491.00
Simulcast EDACS Reconfiguration	Table 21	\$11,817.00
System Engineering	Table 21	\$12,950.00
System Engineering T&L	Table 12	\$1,988.00
TOTAL PRICE		\$32,967.50

* Costs for HARRIS's Project Management time and T&L are removed from project and accounted for on a corporate level.

Planning, Engineering and Verification

Task	Detailed Pricing - Refer to SOW	Cost
System Engineering -- Planning and Engineering	Table 22	\$23,100.00
Verification	Table 22	\$55,395.00
FRA Negotiations Support	Table 22	\$14,000.00
System As-Built Documentation	Table 22	\$3150.00
TOTAL PRICE		\$95,645.00

Note 1: Proposal is valid for 60 days and based on the attached HARRIS, Inc. terms and conditions.

Note 2: Costs included in this FRA proposal assume that a signed contract vehicle, based on HARRIS, Inc. terms and conditions, will be in place within 15 days from the date of the executed FRA; otherwise, HARRIS, Inc. reserves the right to adjust the project schedule an