

**THIRD AMENDMENT TO FREQUENCY RECONFIGURATION AGREEMENT**

THIS THIRD AMENDMENT (the "Third Amendment") amends and revises that certain Frequency Reconfiguration Agreement (the "Agreement"), executed on January 21, 2009 and amended on September 9, 2009, and September 16, 2011, by and between the **City of Norman**, an Oklahoma municipality ("Incumbent"), and **Nextel West Corp.** ("Nextel"), a wholly-owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation. Incumbent and Nextel may be referred to individually as "Party," or collectively as the "Parties." All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties have agreed to amend Schedule C and Schedule D of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, through this Third Amendment, hereby agree to amend and revise the Agreement as follows:

Schedule C to the Agreement is revised and replaced in its entirety with the attached revised Schedule C.

Schedule D to the Agreement is revised and replaced in its entirety with the attached revised Schedule D.

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in the First or Second or Third Amendment, this Third Amendment shall control.

Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of Incumbent or Nextel.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have duly executed this Third Amendment as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

INCUMBENT:  
**City of Norman**

NEXTEL:  
**Nextel West Corp.**

Approved as to form and legality this \_\_\_\_ day  
of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Jeff Bryant, City Attorney

By:   
Name: **WILLIAM M JENKINS**  
Title: **AUTHORIZED SIGNATORY**

Approved by the City of Norman this \_\_\_\_ day  
\_\_\_\_\_, 2013

\_\_\_\_\_  
Cindy Rosenthal, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk

**SCHEDULE C****800 MHZ RECONFIGURATION****COST ESTIMATE - CERTIFIED REQUEST****Request for Reconfiguration Funding****Incumbent's Name: NORMAN, CITY OF, OK PH II**

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

**Incumbent Payment Terms:** Sprint 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. Sprint Nextel will pay Incumbent \$40,081.61 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Sprint Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Sprint 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:** Sprint 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. Sprint Nextel will pay each Vendor within 30 days after receipt by Sprint 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 City of Norman operates an 800 MHz trunked Smartnet radio system. This system is a 14 channel 2-site simulcast system which is integrated into the State of Oklahomas Smartzone network. Of the 14 current channels, 4 are NPSPAC voice only and will need to be reconfigured to the new NPSPAC band. The system is used jointly by the State of Oklahoma, City of Tulsa, City of Moore, City of Lawton, Cleveland County and other agencies.

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

	<b>Total In System</b>	<b>Total Included in FRA</b>
Base station frequencies	14	4
- Voice channels	14	4
- Home/Control channels	4	0
Repeater sites	2	2
Other sites (remote recv, BDA)	0	0
Subscriber units retuned	34	34
Subscriber units reprogrammed	742	742
Subscriber units replaced	604	604
Subscriber units rebanded total	1380	1380
Entities operating on the system	6	6

**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	TBD		
Reconfiguration Planning		0	5
Reconfigure Subscriber Equipment (1 <sup>st</sup> )		10	150
Reconfigure Infrastructure Equipment		165	30
Reconfigure Subscriber Equipment (2 <sup>nd</sup> )		175	150
System Acceptance		325	10

**3. Implementation Plan:** The attached Implementation Plan and associated deliverables describe the reconfiguration implementation plan resulting from funds expended under the Planning Funding Agreement dated February 5, 2007, amended on April 30, 2007 and on September 26, 2007.

**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)
<b>I. Subscriber Equipment Reconfiguration</b> <ul style="list-style-type: none"> <li>Removals of existing Motorola 800 MHz mobile radios from City of Norman Public Works vehicles. Work effort to consist of removing the radio, power cables/leads, mounting brackets, mobile antennas &amp; line kits. (268hrs @ \$80.00 /hr = \$21,440.00)</li> <li>Installation of new 800 MHz dash mount mobile radios for under dash or overhead console installations. Work effort will consist of the installation of new power cables/leads, new microphones, new mounting brackets, new mobile antennas and line kits. (268hrs @ \$150.00 /hr = \$40,200.00)</li> </ul>	(Vendor) Total Radio	\$61,640.00
<ul style="list-style-type: none"> <li>Technician - Subscriber Inv Evaluation/Deployment (67hrs @ \$41.78 /hr = \$2,799.26)</li> <li>Technician - Deploy new portables (24hrs @ \$41.78 /hr = \$1,002.72)</li> <li>Expenses for mobile installs (1 @ \$16,000.00 /unit = \$16,000.00)</li> <li>Technician - Inventory control new/old equip (122hrs @ \$41.78 /hr = \$5,097.16)</li> <li>Warehouse rental space (1 @ \$5,000.00 /unit = \$5,000.00)</li> <li>Technician - Create Subscriber Programming Files (140hrs @ \$41.78 /hr = \$5,849.20)</li> <li>Program new subscriber equip (196hrs @ \$41.78 /hr = \$8,188.88)</li> <li>Technician - Training specialist (80hrs @ \$41.78 /hr = \$3,342.40)</li> <li>Manager - Training specialist (80hrs @ \$43.48 /hr = \$3,478.40)</li> </ul>	(Incumbent) Norman	\$51,258.02

<ul style="list-style-type: none"> <li>Motorola training software (1 @ \$500.00 /unit = \$500.00)</li> </ul>		
<ul style="list-style-type: none"> <li>Engineer - Subscriber Inv Evaluation/Deployment (48hrs @ \$90.00 /hr = \$4,320.00)</li> <li>Technician - Inventory control new/old equip (61hrs @ \$90.00 /hr = \$5,490.00)</li> <li>Technician - Create Subscriber Programming Files (120hrs @ \$90.00 /hr = \$10,800.00)</li> <li>Technician - Re-program existing subscriber equip (765hrs @ \$90.00 /hr = \$68,850.00)</li> <li>Technician - Program new subscriber equip (170hrs @ \$75.00 /hr = \$12,750.00)</li> <li>Technician - Set up Control Stations (80hrs @ \$90.00 /hr = \$7,200.00)</li> <li>Technician - Remove old freqs (1209hrs @ \$45.00 /hr = \$54,405.00)</li> <li>Scanners (1 @ \$6,000.00 /unit = \$6,000.00)</li> </ul>	(Vendor) Stolz Telecom	\$169,815.00
<b>II. Infrastructure Equipment Reconfiguration</b> <b>a. Infrastructure Equipment Reconfiguration Services</b> <ul style="list-style-type: none"> <li>Service assistance for code plugs installation and testing (1 @ \$960.00 /unit = \$960.00)</li> </ul>	(Vendor) Total Radio	\$960.00
<ul style="list-style-type: none"> <li>Technician - Infrastructure inventory evaluation (5hrs @ \$41.78 /hr = \$208.90)</li> <li>Technician - Migration methodology (5hrs @ \$41.78 /hr = \$208.90)</li> <li>Technician - Proof of concept engineer (5hrs @ \$41.78 /hr = \$208.90)</li> <li>Technician - Develop solution (5hrs @ \$41.78 /hr = \$208.90)</li> <li>Technician - Observe ATP test (30hrs @ \$41.78 /hr = \$1,253.40)</li> <li>Technician - Coverage acceptance (8hrs @ \$41.78 /hr = \$334.24)</li> </ul>	(Incumbent) Norman	\$2,423.24
<ul style="list-style-type: none"> <li>Engineer - Infrastructure inventory evaluation (36hrs @ \$90.00 /hr = \$3,240.00)</li> <li>Engineer - Migration methodology (32hrs @ \$90.00 /hr = \$2,880.00)</li> <li>Engineer - Proof of concept engineer (18hrs @ \$90.00 /hr = \$1,620.00)</li> <li>Engineer - Develop solution (60hrs @ \$90.00 /hr = \$5,400.00)</li> <li>Engineer - Antennas and associated Feedline (1 @ \$29,940.00 /unit = \$29,940.00)</li> <li>Engineer - Reconfigure Prime Site (1 @ \$8,640.00 /unit = \$8,640.00)</li> <li>Engineer - Reconfigure Sarkey and Interop Sites (1 @ \$19,440.00 /unit = \$19,440.00)</li> <li>Engineer - Reconfigure East Site (1 @ \$4,320.00 /unit = \$4,320.00)</li> </ul>	(Vendor) Stolz Telecom	\$96,860.00

<ul style="list-style-type: none"> <li>• Engineer - Create equip ATP plan (6hrs @ \$90.00 /hr = \$540.00)</li> <li>• Engineer - Coverage ATP plan (36hrs @ \$90.00 /hr = \$3,240.00)</li> <li>• Cash for purchase and installation of the upgrade to the Site Lens as outlined in the Motorola SAIR. (1 @ \$17,600.00 /unit = \$17,600.00)</li> </ul>		
<p><b>b. Infrastructure Equipment Reconfiguration Equipment/Software:</b></p> <ul style="list-style-type: none"> <li>• Host or Stand Alone Control Channel CORE - Model No:GW3-H-CORE (1 @ \$8,400.00 /Each)</li> <li>• Activity by Talkgroup with Emergencies â€“ LIMIT 9 TGs. - Model No:GW3-Grp-LIMIT9 (1 @ \$1,800.00 /Each)</li> <li>• System Activity Summary - Model No:GW3-SysSum (1 @ \$950.00 /Each)</li> <li>• Affiliation / Deaffiliation Display - Model No:GW3-AFF (1 @ \$1,000.00 /Each)</li> <li>• Archiving Limit - Model No:GW3-ARCH-LIMIT2 (1 @ \$2,000.00 /Each)</li> <li>• SQL for Workgroups - Model No: GW3-SQL-WGP (1 @ \$1,300.00 /Each)</li> <li>• Reports LIMITED - Model No:GW3-CoreRpt-LIMIT3 (1 @ \$1,200.00 /Each)</li> <li>• Channel Status Display - Model No:GW3-CHAN (1 @ \$2,500.00 /Each)</li> <li>• SWII output replacement - Model No:GW3-GSP-SWII (1 @ \$900.00 /Each)</li> <li>• Trigger Monitor - Model No:GW3-TRIG (1 @ \$1,700.00 /Each)</li> <li>• GenWatch3 Host ENTRY level Computer - Model No:GW3-HW-CPU2 (1 @ \$5,850.00 /Each)</li> <li>• INSTALLATION - Genesis Integration of Software on to PC and Configuration - Model No: GW3-INST (1 @ \$1,000.00 /Each)</li> <li>• TRAINING - 1 day travel + 2.5 days installation, training, observation, .5 days travel home, 3 nights stay, mileage(240*2+30), day rate - Model No:GW3-TRAIN (1 @ \$5,517.00 /Each)</li> <li>• SHIPPING - Pre-ship of HW to City of Norman - Model No:GW3-SHIP (1 @ \$130.00 /Each)</li> <li>• SUPPORT - One YearÂ of Total Support @ 9.5% of Software -1 year. - Model No: GW3-MTSÂ (1 @ \$2,066.00 /Each)</li> <li>• Motorola OSW License Fee (5% of Software, minus RCM modules) - Model No:GW3-MOTOSWL (1 @ \$1,088.00 /Each)</li> </ul>	<p>(Vendor) Genesis</p>	<p>\$37,401.00</p>

<ul style="list-style-type: none"> <li>CPS for ASTRO 25 Portable Radio - Model No:RVN4185AA (1 @ \$265.00 /Each)</li> <li>CPS for ASTRO 25 Mobile Radio - Model No:RVN4181AA (1 @ \$265.00 /Each)</li> <li>CPS for MTS2000 - Model No:RVN4176U (1 @ \$279.00 /Each)</li> <li>CPS for MCS2000 Mobile - Model No: RVN4175V (1 @ \$263.00 /Each)</li> <li>CPS for ASTRO SPECTRA - Model No:RVN4183V (1 @ \$276.00 /Each)</li> <li>Programming cables for Quantar (2 @ \$59.06 /Each)</li> <li>RSS for QUANTAR/QUANTRO Base Station (1 @ \$280.00 /Each)</li> <li>Programming cables and software for MTC3600 (1 @ \$1,000.00 /Each)</li> <li>MTC3600 Controller Codeplugs (4 @ \$2,336.00 /Each)</li> </ul>	(Vendor) Total Radio	\$12,090.12
<b>III. Professional Services Costs</b> <ul style="list-style-type: none"> <li>PM - Overall Program Manager (360hrs @ \$225.00 /hr = \$81,000.00)</li> <li>Expenses (1 @ \$5,400.00 /unit = \$5,400.00)</li> </ul>	(Vendor) ACD	\$86,400.00
<ul style="list-style-type: none"> <li>Subscriber Program Manager (60hrs @ \$42.50 /hr = \$2,550.00)</li> <li>Subscriber travel expenses (1 @ \$1,500.00 /unit = \$1,500.00)</li> <li>Technician - Infrastructure Program Manager (260hrs @ \$41.78 /hr = \$10,862.80)</li> <li>Infrastructure travel expenses (1 @ \$1,000.00 /unit = \$1,000.00)</li> <li>Technician - Norman team tech support (40hrs @ \$41.78 /hr = \$1,671.20)</li> <li>Manager - Develop programming schedule &amp; coordinate with user agencies (92hrs @ \$43.48 /hr = \$4,000.16)</li> <li>Technician - Coordinate &amp; escort personnel to sites (96hrs @ \$41.78 /hr = \$4,010.88)</li> </ul>	(Incumbent) Norman	\$25,595.04
<b>IV. Contracts and Legal Costs</b> <ul style="list-style-type: none"> <li>Legal (12hrs @ \$73.91 /hr = \$886.92)</li> </ul>	(Incumbent) Norman	\$886.92
<ul style="list-style-type: none"> <li>Legal Fees to Negotiate FRA, participate in mediation and draft PRM's. (54hrs @ \$400.00 /hr = \$21,600.00)</li> </ul>	(Vendor) Keller & Heckman	\$21,600.00
<b>Amendment - 1 (Previous)</b>		
Description of Work To Be Performed	Payee	Estimated Cost(s)
<b>I. Subscriber Equipment Reconfiguration</b> <ul style="list-style-type: none"> <li>Technician - Re-program existing subscriber equip (50 @ \$90.00 /unit = \$4,500.00)</li> </ul>	(Vendor) Stolz Telecom	\$6,525.00

- Technician - Program new subscriber equip (27 @ \$75.00 /unit = \$2,025.00)

**Amendment - 2 (Previous)**

Description of Work To Be Performed	Payee	Estimated Cost(s)
<b>I. Subscriber Equipment Reconfiguration</b> <ul style="list-style-type: none"> <li>Technician - Subscriber Inv Evaluation/Deployment (151 units @ 0.50 hrs each @ \$41.86 /hr = \$3,160.43)</li> <li>Program new subscriber equip (151 units @ 0.25 hrs each @ \$41.78 /hr = \$1,577.20)</li> </ul>	(Incumbent) Norman	\$4,737.63
<ul style="list-style-type: none"> <li>Install Dash Mount Radio in Public Safety Vehicle (16 @ \$350.00 /unit = \$5,600.00)</li> <li>Install Remote Mount Radio in Public Safety Vehicle (58 @ \$450.00 /unit = \$26,100.00)</li> <li>Rebanding Labor - New Radio First Touch (151 @ \$75.00 /unit = \$11,325.00)</li> <li>Rebanding Labor - Radio Second Touch (151 @ \$45.00 /unit = \$6,795.00)</li> <li>Install New Control Station (3 @ \$450.00 /unit = \$1,350.00)</li> </ul>	(Vendor) Stolz Telecom	\$51,170.00
<b>II. Professional Services Costs</b> <ul style="list-style-type: none"> <li>Additional Project Management (2 hours per month for 22 months) (22 units @ 2.00 hrs each @ \$225.00 /hr = \$9,900.00)</li> <li>PM - Overall Program Manager (25hrs @ \$225.00 /hr = \$5,625.00)</li> </ul> <p>Reallocation of costs from the City of Norman</p> <ul style="list-style-type: none"> <li>Expenses (1 @ \$500.00 /unit = \$500.00)</li> <li>Project Management (13.33hrs @ \$225.00 /hr = \$2,999.25)</li> </ul>	(Vendor) ACD	\$19,024.25
Reallocation of costs to ACD <ul style="list-style-type: none"> <li>Infrastructure Travel Expense (-1 @ \$500.00 /unit = (\$500.00))</li> <li>Manager - Develop programming schedule &amp; coordinate with user agencies (-44hrs @ \$43.48 /hr = (\$1,913.12))</li> <li>Technician - Coordinate &amp; escort personnel to sites (-26hrs @ \$41.78 /hr = (\$1,086.28))</li> </ul>	(Incumbent) Norman	(\$3,499.40)

**Amendment - 3 (New)**

Description of Work To Be Performed	Payee	Estimated Cost(s)
<b>I. Infrastructure Equipment Reconfiguration</b> <b>a. Infrastructure Equipment Reconfiguration Services</b> <ul style="list-style-type: none"> <li>Engineer - Labor to install repeater (6hrs @ \$90.00 /hr = \$540.00)</li> </ul>	(Vendor) Stolz Telecom	\$540.00

**Certification**

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide Incumbent reconfigured facilities comparable to those presently in use in a manner that is reasonable, prudent and timely. Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs identified on the Schedule C are comparable to costs previously charged by each such vendor to Incumbent.

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

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

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

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

<b>Amended Cost Totals:</b>		
Norman	Incumbent	\$81,401.45
Total Radio	Vendor	\$74,690.12
Stolz Telecom	Vendor	\$324,910.00
ACD	Vendor	\$105,424.25
Keller & Heckman	Vendor	\$21,600.00
Genesis	Vendor	\$37,401.00
Total Estimated Costs		\$645,426.82

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**SCHEDULE D****NORMAN, CITY OF, OK PH II****Replaces Previous Schedule D****1) Loaned Reconfiguration Equipment (provided by Nextel)**

Quantity	Manufacturer	Description	Model Number	New/Used
2		Battery eliminator	REX4424A	New
2		XTS2500/1500 Battery Eliminator	AA0180305G54	New
2		PROGRAMMING CABLE, USB, XTS2500	RKN4105A	New
4		CABLE, CH PROGRAMMING USB (GCAI)	HKN6184A	New
2		XTL5000 W series remote power cables	YKN4261A	New
6		MOBILE PWR CBL HIPWR	HKN-4191B	New
4		10' Astro power cables	HKN6170A	New
4		CABLE, PROGRAM, MCS 2000	RKN4062B	New
4		MCS2000 Programming cable	RKN4063B	New
4		MCS2000 dash mount power cable	HKN6128A	New
4		MCS2000 Remote mount power cable	HKN6111B	New
2		Program cable for high power spectra	0180300B10	New
2		CABLE, ASSY.RIB TO SPECTRA 900	3080369B73	New
2		Astro Spectra remote mount power cable	HKN4192B	New
4		SRIB INTERFACE BOX	RLN1015D	New
4		SRIB AC PWR PAK 110V	0180302E27	New
4		BATTERY PACK, SMART RIB	RLN4488A	New
4		COMPUTER RIB CABLE	3080390B48	New
4		COMPUTER RIB CABLE	3080390B49	New
2		CABLE, PROGRAMMING	3080369E32	New
4		Programming cable for MTS2000	RKN4035D	New

**2) Replacement Equipment (provided by Nextel)**

Quantity	Manufacturer	Description	Model Number	New/Used
5		SW Flash Kit-Mobile	299-RBSK-002	New
5		SW Flash Kit-Mobile	299-RBSK-004	New
4		SW Flash Kit-Portable	299-RBSK-001	New
268		7/800MHZ Complete Radio,NO SW Options,DASH-MT, ENCRYPTED HW, Mic, Accessory Interface Cable, Power / Battery Interface Cable, Wiring Harness, Mounting Bracket, New Housing	242-537G-001AAYB6	New
268		SmartZone & SMARTNET System Option	299-RBOM-002	New
3		PC Configure Programming Kit (Mobile, USB cable)	250-5300-104	New
1		Operation Manual - 5300	002-5300-70000CD	New
1		Service Manual - 5300	001-5300-70000CD	New
94		7/800MHZ Complete Radio, No SW Options, includes DISPLAY and SIMPLE KEYPAD, ENCRYPTED	242-517B-810YY6	New

		HW, Antenna, Battery Separate, New Housing		
94		SmartZone & SMARTNET System Option	299-RBOP-002	New
94		Spare Battery (NiMH)	587-5100-362	New
94		Speaker Microphone	589-0015-057	New
48		Leather Case w/D-Swivel Belt Loop, Model II / III	585-5100-14004	New
3		PC Configure Programming Kit (Portable, USB cable)	250-5100-104	New
1		Operation Manual - 5100	002-5100-72000CD	New
1		Service Manual - 5100	001-5100-70002CD	New
<b>Amendment #1</b>				
-94		Speaker Microphone	589-0015-057	New
70	EFJ	7/800MHZ Complete Radio, No SW Options, includes DISPLAY and SIMPLE KEYPAD, ENCRYPTED HW, Antenna, Battery Separate, New Housing	242-517B-810YY6	New
70	EFJ	SmartZone & SmartNet System Option	299-RBOP-002	New
70	EFJ	Leather Case w/D-Swivel Belt Loop, Model II/III	585-5100-14004	New
52	EFJ	Single Rapid Vehicle Charger	DC-1 EFJ-3	New
52	EFJ	Hard Wire Kit for DC-1, 10ft	PC-DC1-10	New
70	EFJ	Spare Battery (NiMH)	587-5100-362	New
94	EFJ	Single Bay Tri-Chem Charger w/Switched P/S Rapid Rate	250-5100-315	New
70	EFJ	Single Bay Tri-Chem Charger w/Switched P/S Rapid Rate	250-5100-315	New
1	EFJ	PC Tune Kit, Portable & Mobile (SW / manual CD, mobile / portable tuning HW)	250-5400-005	New
9	EFJ	7/800MHZ Complete Radio, No SW Options, includes DISPLAY and SIMPLE KEYPAD, ENCRYPTED HW, Antenna, Battery Separate, New Housing	242-517B-810YY6	New
9	EFJ	SmartZone & SmartNet System Option	299-RBOP-002	New
9	EFJ	Spare Battery (NiMH)	587-5100-362	New
9	EFJ	Single Bay Tri-Chem Charger w/ Switched P/S Rapid Rate	250-5100-315	New
16	EFJ	7/800MHZ Complete Radio, No SW Options, includes DISPLAY and SIMPLE KEYPAD, ENCRYPTED HW, Antenna, Battery Separate, New Housing	242-517B-810YY6	New
16	EFJ	SmartZone & SmartNet System Option	299-RBOP-002	New
16	EFJ	Leather Case w/D-Swivel Belt Loop, Model II/III	585-5100-14004	New
16	EFJ	Single Rapid Vehicle Charger	DC-1 EFJ-3	New
16	EFJ	Hard Wire Kit for DC-1, 10ft	PC-DC1-10	New
16	EFJ	Spare Battery (NiMH)	587-5100-362	New
16	EFJ	Single Bay Tri-Chem Charger w/Switched P/S Rapid Rate	250-5100-315	New

3	EFJ	Multi-Unit Charger Kit (6-unit) Normal Rate	250-5100-360	New
38	EFJ	SW Flash Kit-Portable	299-RBSK-003 SW Flash Kit-Portable ES or Series 6 (per radio)	New
12	EFJ	SW Flash Kit-Mobile	299-RBSK-004 SW Flash Kit-Mobile/CS ES or Series 6 (per radio)	New
<b>Amendment #2</b>				
74		7/800MHZ Complete Radio, No SW Options, includes DISPLAY and DTMF, ENCRYPTED HW, Antenna, Battery Separate, New Housing	242-517B-810YY6	New
74		SmartNet Operation	299-RBOP-001	New
77		7/800MHZ Complete Radio, NO SW Options, REMOTE-MT, ENCRYPTED HW, Mic, Accessory & Remote Interference Cable, Power / Battery Interface Cable, Wiring Harness, Mounting Bracket, New Housing (No Charge for 700 MHz capability)	242-537H-001AAYB6	New
77		SmartNet Operation	299-RBOM-001	New
3		15 amp / 120 volt Power Supply, Cabinet, and radio power cable	250-4001-202	New
87		5" Remote Speaker	250-0151-006	New
10		Single Unit Charger	250-5100-315	New
17		Multi-Unit Charger Kit (4-unit) 68 Total Banks Replaces 11 - 6 Bank Chargers	250-5100-365	New
126		Spare Battery (NiMH)	587-5100-362	New
50		Lapel Microphones	589-0015-057	New
1		Micor Transmitter High Stability reference oscillator	On File with SN	New
1		Micor Receive Channel Element	KXN1068	New
1		Micor Transmitter Channel Element	KXN1068	New
10		15 amp 120V Power Supply with cabinet and radio power	250-4001-202	New
10		5300 Series Desktop Microphone (13-pin)	589-0012-02201	New
<b>Amendment #3</b>				
1		Mastr III Repeater		Used
1		Rack		Used
1		Software		New
1		Duplexer (tuned to: 853.0125)		Used
1		Microphone		Used
1		Power Supply		Used
1		PA Deck		Used
1		GTX Mobile Programming Software		New

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

Quantity	Manufacturer	Description	Model Number
268	Motorola	LCS2000 Mobile Radio (each with SmartNet operation, control head and mic)	LCS2000

94	Motorola	LTS2000 Portable Radio (each with SmartNet option, antenna and at least one battery)	LTS2000
1		Site Lens Workstation	
1		Workstation for SWII	
<b>Amendment #1</b>			
70	Motorola	LTS2000 Portable Radio (each with SmartNet option, antenna and at least one battery)	LTS2000
70	Motorola	Carry Case Leather w/ 3" swivel belt loop	Carry Case
52	Motorola	XTS Vehicular Charger	Charger
70	Motorola	Spare HiCap Battery	Battery
94	Motorola	Desktop Charger	Charger
70	Motorola	Desktop Charger	Charger
9	Motorola	LTS2000 Portable Radio (each with SmartNet option, antenna and at least one battery)	LTS2000
9	Motorola	Spare Battery	Battery
9	Motorola	Desktop Charger	Charger
16	Motorola	LCS2000 Mobile Radio (each with SmartNet operation, control head and mic)	LCS2000
<b>Amendment #2</b>			
19	Motorola	LTS2000 Portable Radio (each with SmartNet operation, antenna and at least one battery)	LTS2000
55	Motorola	MTX820S Portable Radio (each with SmartNet operation, antenna and at least one battery)	MTX820S
74	Motorola	Spectra Mobile Radio (each with control head and microphone)	Spectra
3	Motorola	Spectra Consolette	Spectra Consolette
87		Remote Speaker	Remote Speaker
10		Single Bank Charger	Single Charger
11		6-Bank Charger	6-Bank Charger
126		Spare Battery	Battery
50		Lapel Microphone	Lapel Microphone
1		Micor High Stability Oscillator	Oscillator
1		Micor Receive Channel Element	RX Channel Element
1		Micor Transmitter Channel Element	TX Channel Element
10		15 Amp Power Supply	Power Supply
10		Desktop Microphone	Desktop Microphone
<b>Amendment #3</b>			
1		Micor Repeater (must be inoperative)	Micor Repeater

**4) Motorola Schedule D Equipment (to be provided by Motorola) – Motorola radios and flash- kits and accessories only**

a) Reserved

b) Motorola Subscriber Services will not be provided for the following Motorola Schedule D Equipment

Quantity	Description	Radio Software	Encryption	Model Number
728	FlashKit			FlashKit
70	XTS2500 RB III Portable Radio Kit	SmartZone		XTS2500 RB III

	(each with H335 HiCap batteries)			
70	Carry Case Leather w/ 3" swivel belt loop			NNTN4115
164	Remote Microphone			NMN6191
52	XTS Vehicular Charger			NTN9176C
70	Spare HiCap Battery			NTN9858
4	Programming cable for MTS2000			RVN4176U
<b>Amendment #1</b>				
-70	XTS2500 RB III Portable Radio Kit (each with H335 HiCap batteries)	SmartZone		XTS2500 RB III
-70	Carry Case Leather w/ 3" swivel belt loop			NNTN4115
-52	XTS Vehicular Charger			NTN9176C
-70	Spare HiCap Battery			NTN9858

**5) Motorola Replaced Equipment (to be delivered to Motorola within 30 days of receipt of Motorola Schedule D Equipment)**

Quantity	Description	Radio Software	Encryption	Mounting	Model Number
70	LTS2000 Portable Radio (each with antenna and at least one HiCap battery)	SmartNet			LTS2000
70	Carry Case Leather w/ 3" swivel belt loop				
164	Remote Microphone				
52	XTS Vehicular Charger				
70	Spare HiCap Battery				
118	Leather Carry Case				
<b>Amendment #1</b>					
-118	Leather Carry Case				
-70	LTS2000 Portable Radio (each with antenna and at least one HiCap battery)	SmartNet			LTS2000
-70	Carry Case Leather w/ 3" swivel belt loop				Carry Case
-52	XTS Vehicular Charger				Charger
-70	Spare HiCap Battery				Battery