

**CITY OF ST. LOUIS**  
**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**  
**SERVICE AGREEMENT FOR**  
**RECONFIGURATION PLANNING AND NEGOTIATION PHASE**  
**Regarding the Rebanding of the 800 MHz Radio Spectrum**

**CONTRACT NO.:** \_\_\_\_\_

**CONTRACTOR:** Motorola Inc.  
1301 E. Algonquin Rd.  
Schaumburg, IL 60196

SCANNED

MAR 07 2007

644572

**PLANNING VENDOR MAXIMUM AMOUNT: \$ 31,402.00**

**FEDERAL I.D. # 36-1115800**

**CONTRACT AUTHORIZED BY: ORDINANCE NO. 67090**  
**BUDGET ACCOUNT:**

**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**  
**ST. LOUIS, MISSOURI**

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 (the "Agreement"), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "City" or "Licensee" or "Customer") and Motorola, Inc. ("Motorola").

**WITNESSETH THAT:**

**WHEREAS**, City owns and operates Lambert-St. Louis International Airport® (the "Airport");

**WHEREAS**, whenever consent, approval, waiver, release, or certification of the City is required under the terms of this Agreement, such approval must be in writing and signed by the City's Director of Airports or his/her authorized or designated representative; and

**WHEREAS**, City seeks to contract with Motorola, for certain services described herein.

**NOW, THEREFORE**, in consideration of the, terms, conditions, agreements, hereinafter set forth, to be made and performed by City, Motorola hereby promises and agrees that it will faithfully perform all the services called for by this Agreement, in the manner and under the terms, covenant, and conditions hereinafter set forth.

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

Motorola, Inc. ("Motorola") and the City of St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Licensee" or "Customer"), whose main address is PO Box 10212 Lambert Station, St. Louis, MO 63145, enter into this Reconfiguration Planning Phase Agreement ("Agreement"), pursuant to which Licensee will purchase and Motorola will sell the Reconfiguration Planning Phase services described below. Motorola and Licensee may be referred to individually as a "Party" and collectively as the "Parties." This Agreement is made with reference to the following recitals.

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

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

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

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

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

**Section 1            DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3. **LICENSEE RESPONSIBILITIES.** At the appropriate time, Licensee will submit its Request for Planning Funding, any required certifications, and any amendments thereto (if applicable) to Nextel and the TA. For the limited purpose of assisting Nextel and the TA to evaluate Licensee's Request for Planning Funding, Motorola authorizes Licensee to (and Licensee will) provide to the TA and Nextel a copy of this Agreement, including the exhibits and pricing, but such information is and remains Motorola Confidential and Proprietary as provided below in Section 9 (and pursuant to Non-Disclosure Agreements Motorola has with Nextel and the TA). Licensee will employ commercially reasonable efforts to assist Motorola in

providing the Reconfiguration Planning Phase services, and will provide reasonable access to Licensee's equipment, facilities, personnel and relevant information. Licensee will designate a point of contact person.

2.4. **LICENSEE-NEXTEL RELATIONSHIP.** The TA's Reconfiguration Handbook indicates that Licensee and Nextel will form a "Planning Funding Agreement" and/or a "Frequency Reconfiguration Agreement" (collectively referred to as "FRA") which, among other things, sets forth Nextel's obligation to pay the Relocation Funds. The Reconfiguration Handbook encourages a payment process by which Nextel pays Relocation Funds directly to Licensee's selected vendors; and Licensee will ensure that its FRA provides for direct payment by Nextel to Motorola. Promptly after execution of the FRA, Licensee will provide to Motorola a copy of those portions of the FRA that pertain to Motorola's services, products, pricing and payment, including Attachment C to the FRA (redacted if necessary to exclude information not pertaining to Motorola).

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

### **Section 3 PERFORMANCE SCHEDULE**

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

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

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

4.1.1. **Contract Price.** The Contract Price for Reconfiguration Planning Phase Services in U.S. dollars is **\$31,402.00**. Except for reimbursable travel and related expenses and any changes to the Reconfiguration Planning Phase Services caused by mutually executed change orders, this price is a firm, fixed price. The Contract Price excludes any sales or other taxes, all of which will be added to the invoices and paid except as exempt by law.

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

4.1.3. **Motorola's Protections Concerning Payment by Nextel.** Licensee hereby assigns to Motorola all of Licensee's rights (including those under the FRA) to receive payment from Nextel for the Contract Price and any applicable taxes as described above in Section 4.1.1; this assignment includes Licensee's rights to (i) make a claim against the Letters of Credit that Nextel has obtained to secure its obligations to pay Relocation Funds and (ii) resolve disputes using the Transition Administrator's ADR procedures. If requested by Motorola, Licensee will execute necessary documents to effectuate this assignment provision.

and will take all such actions that are reasonable or necessary to promote the prompt payment by Nextel to Motorola.

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

4.2.1. Invoicing. Motorola will submit correct invoices to Licensee, with a copy to Nextel, in accordance with the pre-approved payment milestones set forth as Attachment A. Licensee's contact person and address for invoice purposes are:

\_\_\_\_\_. Licensee may change this contact person or address by written notice to Motorola. Upon receipt of an invoice, Licensee will promptly (but in no event longer than seven (7) calendar days) inspect the invoice, verify whether it correctly states the payment milestone, and notify Nextel in writing (via facsimile or priority overnight carrier) that Licensee approves the invoice and accepts the milestone (the "Approval Notification"). Licensee will attach a copy of the invoice to the Approval Notification. When Licensee sends to Nextel the Approval Notification, Licensee will concurrently provide to Motorola's project manager a copy of the Approval Notification so that Motorola may know approximately when Nextel receives it. If for any reason Licensee disapproves the invoice, Licensee will promptly give written notice to both Motorola and Nextel; the notice will explain the reasons for Licensee's disapproval. Motorola will promptly correct any inaccurate invoice that Licensee disapproves, and resubmit the corrected invoice using the same process as described above in this paragraph.

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

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

#### Section 5 REPRESENTATIONS AND WARRANTIES

5.1. RECONFIGURATION PLANNING PHASE SERVICES WARRANTY. For thirty (30) days from the completion of the Reconfiguration Planning Phase Services, Motorola warrants that these services were performed in a good and workmanlike manner. This services warranty does not cover any services or duties performed or owed by Nextel, Licensee, or any other contractor hired by them. Motorola does not warrant that Licensee's System will be Comparable Facilities after the reconfiguration work is completed.

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

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

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



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

## **Section 6            DISPUTES**

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

## **Section 7            DEFAULT AND TERMINATION**

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

## **Section 8            LIMITATION OF LIABILITY**

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

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

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

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

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

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

## **Section 10      GENERAL**

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

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

10.3 **INTERPRETATION OF AGREEMENT.** This Agreement, including any attachments, constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to that subject matter.



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

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

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

10.6. SURVIVAL OF TERMS. The following provisions survive the expiration or termination of this Agreement for any reason: if any payment obligations exist, all of Section 4 (Contract Price, Payment and Invoicing); Section 6 (Disputes); Section 8 (Limitation of Liability); and Section 9 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 10.

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

**Licensee**

**Motorola**

**SEE ATTACHED SIGNATURE PAGE**

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

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

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

\_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as set forth below:

Motorola, Inc.

Attest:

By: Gregory J. Orloff  
Date Dec. 27, 2006

By: Sheila M. [Signature]  
Date 12/27/06

**THE CITY OF ST. LOUIS, MISSOURI, OPERATING  
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®:**

The foregoing Agreement was approved on this 7th day of February, 2007, by authority of a resolution adopted by the Airport Commission at its meeting on August 4, 1993.

By: KC [Signature]  
Director of Airports Date 2-7-07

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on February 21, 2006. 2007

By: Heather L. Mason  
Secretary Date 2/21/07  
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

[Signature]  
City Counselor Date 2-9-07

[Signature]  
Comptroller Date 3-1-07

ATTESTED TO BY:

[Signature]  
Register Date MAR

6 2007 DOCUMENT # 55072

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

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

1. Contract Price < \$300,000

Mobilization	50%
Complete Planning Activities	50%

2. Contract Price \$300,000 and above

Mobilization	40%
Complete Suitability Assessment	40%
Complete Planning Activities	20%

Confidential  
garvinm@stlouis-mo.gov  
2020-01-15 18:31:12 +0000

**Consent to Release Information  
By Rebanding Licensee**

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

By: \_\_\_\_\_

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

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



**MOTOROLA**

CERTIFICATE OF PREPARATION OF ESTIMATE FOR  
PLANNING FUNDING APPROVAL

Customer Name: The City of St. Louis, the owner and operator of Lambert-St. Louis International Airport®

The City of St. Louis, the owner and operator of Lambert-St. Louis International Airport® agrees that all items detailed in the Scope of Work for Preparation of Estimate for Planning Funding have been completed and the quote to perform has been received by customer representative below.

Customer Representative:

Print Full Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Motorola Representative:

Print Full Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_



### Summary of All Costs

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

**Licensee Organization Name:** Lambert-St. Louis International Airport

**Licensee City, State and Zip:** St. Louis, MO 63145

Summary of All Costs				
Planning Cost Category	Name of Internal and Vendor Service Provider(s)	Total Internal Costs (not to exceed)	Total Vendor Costs (not to exceed/firm fixed price)	Estimated Total Expenses
Frequency Analysis	Motorola		1,225.00	0.00
System Inventory	Motorola		5,598.00	2,336.00
Engineering and Implementation Planning	Motorola		8,925.00	0.00
Legal	Motorola		0.00	0.00
Project Management	Motorola		10,325.00	2,993.00
Other	Motorola		0.00	0.00
<b>Total Estimated Planning Costs</b>			<b>\$26,073.00</b>	<b>\$5,329.00</b>



Motorola Proprietary and Confidential

Design, technical and pricing information contained in this offering is considered proprietary and may not be shared with any person or agency not directly associated with the addressee without the express written consent of Motorola, Inc., or its designees.

## **Statement of Work (SOW) Supporting Request for Planning Funds**

### **Overview**

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

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

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

### **1.0 Performance Schedule**

Motorola will begin the reconfiguration planning and schedule the first kick off meeting with Lambert-St. Louis International Airport within 45 days after receipt of a Purchase Order and/or a signed contract authorizing the work. A detailed schedule to complete the planning and deliver a fixed price proposal to do the system reconfiguration will be developed as a result of this meeting. Once this schedule is completed it will be agreed to by Lambert-St. Louis International Airport and Motorola and it can be submitted as an addendum to Sprint-Nextel and the Transition Administrator. Provided there are no significant delays it is estimated that the work will be completed in 1.6 months after the kickoff meeting.

### **2.0 Frequency Analysis**

#### **2.1 Intermodulation Study**

IM/TNRD Study - Motorola will perform inter-modulation and transmitter noise and receiver desensitization studies (if required) to identify possible harmful RF emissions and interactions at each site affected by rebanding. Motorola will provide a report and recommendation to Lambert-St. Louis International Airport. If the proposed frequencies



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cannot be effectively used at the appropriate sites, Motorola will notify Lambert-St. Louis International Airport.

## 2.2 Other Frequency Analysis

Motorola will quote and provide additional frequency analysis services as requested by Lambert-St. Louis International Airport.

### Frequency Analysis deliverables include:

Deliverables	Estimated Date of Completion
Intermodulation and transmitter noise/receiver desensitization analysis report for reconfiguration proposal	1.6 months after kick-off meeting

### Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Frequency Analysis							
Intermodulation and TNRD Studies			7.00	\$175	1,225.00		Motorola
Other Frequency Analysis			0.00	\$175	0.00		Motorola
<b>Total Vendor Cost</b>			<b>7.00</b>		<b>\$1,225.00</b>		

## 3.0 System Inventory

### 3.1 Infrastructure Inventory

The 800 MHz fixed network equipment (FNE) must be audited and current-state suitability assessments made to determine if software upgrades are necessary prior to reconfiguration. The assessment includes manufacturer information, software versions, system platform release versions and hardware configuration. Results of the suitability assessment and audit will determine what FNE will be retuned or reprogrammed and the effort required performing this work. Additionally, Motorola will analyze the impact the new frequency plan will have on Lambert-St. Louis International Airport's existing multi-coupler and combiner systems and determine if retuning or replacement is necessary.

### 3.2 Subscriber Inventory

Subscriber device inventories must similarly be examined to determine reconfiguration requirements. If inventories are required, Motorola will inventory subscribers to elicit necessary information. If adequate inventories exist, Motorola will evaluate the inventory



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and if necessary, examine a sample of the fleet to determine which units will require retuning, reprogramming or replacement. Customer provided inventories must include unit family name and model number for evaluation.

A sample audit will be performed if subscriber units contain NPSPAC frequencies or upon customer request for future expansion so that an accurate equipment list can be built for the correct reconfiguration software, programming software and any upgrades that are required prior to rebanding.

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

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

The inventory services are limited to the equipment specifically affected by rebanding for Lambert-St. Louis International Airport's system. Please refer to the System Description for unverified inventory estimates.

**System Inventory deliverables include:**

<b>Deliverables</b>	<b>Estimated Date of Completion</b>
Infrastructure inventory report for reconfiguration proposal	1.6 months after kick-off meeting
Subscriber inventory report for reconfiguration proposal	1.6 months after kick-off meeting
Subscriber assessment report for reconfiguration proposal	1.6 months after kick-off meeting

**Vendor Labor Table**

<b>Planning Cost Category/Tasks</b>	<b>Start Date</b>	<b>End Date</b>	<b>Labor Hours</b>	<b>Labor Rate</b>	<b>Cost (Hrs x Rate)</b>	<b>Expenses</b>	<b>Vendor Name</b>
<b>System Inventory</b>							
Infrastructure Inventory			10.00	\$175	1,750.00		Motorola
Subscriber Inventory			15.00	\$148	2,220.00		Motorola
Subscriber Read			11.00	\$148	1,628.00		Motorola
<b>Total Vendor Cost</b>			<b>36.00</b>		<b>\$5,598.00</b>	<b>\$2,336.00</b>	



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## **4.0 Engineering/Implementation Planning**

### **4.1 Interoperability Planning**

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

### **4.2 Site Reconfiguration**

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

- **Generate Methods of Procedures (MOP)**
  - Motorola will develop the Method of Procedures which details the process steps, timeline, measurable deliverables, resources needed and cutover steps. Where applicable, contingency planning required to effectively reband your system will be provided in the least disruptive manner. The MOP also includes the cutover plan from the current frequencies to the new ones.
- **Cutover and Fall-back Plan**
  - Develop and define the cut-over plan to ensure consistent operation of all system functionality throughout the rebanding reconfiguration.
  - Review plans with Lambert-St. Louis International Airport
- **Baseline and Acceptance Test Plan**
  - Develop with Lambert-St. Louis International Airport baseline and acceptance test plans to demonstrate comparable facility.
  - Baseline Test Plan initial determination of infrastructure testing for system functionality prior to rebanding beginning.
  - Acceptance Test Plan duplication of baseline test plan plus any additional functional testing customer requires after rebanding.

### **4.3 Retune/Reprogram/Replace Determination**

Suitability Assessment - Motorola will conduct a detailed inventory of Lambert-St. Louis International Airport's equipment. This inventory will be used to determine the suitability of the equipment for rebanding. This evaluation of the infrastructure and



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subscriber equipment will provide a retune, reprogram, upgrade or replace decision for each piece of equipment in the system that is affected by rebanding. Activities include:

- Formatting Lambert-St. Louis International Airport's inventory data for assessment.
- Engineering analysis of assessment report.
- Equipment list generation of required kits, software and or upgrades required by each piece of equipment to be reconfigured.

**Engineering/Implementation Planning deliverables include:**

Deliverables	Estimated Date of Completion
Interoperability plan section of reconfiguration proposal	NA
Develop Methods of Procedures for equipment to be reconfigured for reconfiguration proposal	1.6 months after kick-off meeting
Develop and document cutover and fallback plans to be included in the reconfiguration proposal	1.6 months after kick-off meeting
Develop and document baseline and acceptance test plans to be included in the reconfiguration proposal	1.6 months after kick-off meeting
Suitability assessment report for inclusion in the reconfiguration proposal	1.6 months after kick-off meeting

**Vendor Labor Table**

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
<b>Engineering/Implementation Planning</b>							
Interoperability Planning			0.00	\$175	0.00		Motorola
Site Reconfiguration			51.00	\$175	8,925.00		Motorola
Retune/Reprogram/Replace Determination			0.00	\$175	0.00		Motorola
<b>Total Vendor Cost</b>			<b>51.00</b>		<b>8,925.00</b>		

## 5.0 **Project Management**

### 5.1 **Planning Support**

The Motorola Project Manager will oversee the project plan for the rebanding effort to ensure a smooth execution of all deliverables and that the requirements of Lambert-St.



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Louis International Airport are fully met. The project manager will participate in all major activities associated with the reconfiguration planning activities described in this Statement of Work.

The Project Manager will coordinate with Lambert-St. Louis International Airport, Motorola's MSS (Motorola Service Station) and any subcontractor or other third-party organization participating in this work; to keep this effort within the agreed upon schedule. Activities such as project meetings, obtaining and evaluating subcontractor quotes, monitoring subcontractor and project team performance will be performed by the Motorola Project Manager.

## 5.2 Negotiations Support

Where needed, Motorola will review the details of the rebanding plan and assist with clarifications which may be required from Sprint Nextel or the Transition Administrator.

**Project Management deliverables include:**

Deliverables	Estimated Date of Completion
Execute Project Plan	At the end of the project schedule

## Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Project Management							
Planning Support			41.00	\$175	7,175.00		Motorola
Negotiations Support			18.00	\$175	3,150.00		Motorola
<b>Total Vendor Cost</b>			<b>59.00</b>		<b>\$10,325.00</b>	<b>\$2,993.00</b>	

## 6.0 Other

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



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Other deliverables include:

Deliverables	Estimated Date of Completion
<Insert Deliverable>	NA
<Insert Deliverable>	NA
<Insert Deliverable>	NA

#### Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Other (explain)							
			0.00	0.00	0.00		Motorola
Total Vendor Cost							

### 7.0 Lambert-St. Louis International Airport Scheduling and Access Requirements

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

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

### 8.0 Motorola Engineering & Technical Services

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



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## **9.0 Local Service Support**

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

## **10.0 Notification and Conditions for Work**

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

## **11.0 Motorola and Lambert-St. Louis International Airport Responsibilities**

### **Motorola Responsibilities**

Motorola will be responsible for the following:

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



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➤ Detailed Design Review

**Lambert-St. Louis International Airport Responsibilities**

Lambert-St. Louis International Airport will be responsible for the following:

- Provide a signatory who has authority to sign all appropriate project documents required for this project and any other agreements required.
- Upon receipt, provide Motorola with a full copy of the Transition Administrators Frequency Proposal Report (FPR) for the affected licenses.
- Participate with Motorola and its subcontractors in any potential required meetings with landlords, public agencies, and government agencies to provide site access for the purpose of assessing the equipment located at that site.
- Lambert-St. Louis International Airport will provide site access to their sites for Motorola personnel and Motorola's subcontractors for the purpose of assessing the equipment located at that site.
- Lambert-St. Louis International Airport shall not unreasonably delay the execution of work by Motorola and will extend the timeline of the project when delays caused by Lambert-St. Louis International Airport are experienced.
- Lambert-St. Louis International Airport may be required to provide vehicles and personnel during the inventory process.
- Lambert-St. Louis International Airport shall identify any outstanding Motorola deliverables and formally request their completion through the mutual development of a project punch list.
- Lambert-St. Louis International Airport shall grant final acceptance upon completion of all contractual deliverables.
- Lambert-St. Louis International Airport will be responsible for providing an adequate quantity of subscriber units per day until the inventory process is completed.
- Provide adequate shelter, space, heat, light and power at the customer facilities listed above to perform the subscriber inventory.



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## 12.0 Risks

Motorola is committed to mitigating all known risks and will engage Lambert-St. Louis International Airport whenever situations are identified in which a risk situation presents itself. A decision will be jointly made between Motorola and Lambert-St. Louis International Airport to consider the options and establish a mutually agreeable solution.

With projects of this magnitude there are risks associated with the work that needs to be performed on each piece of equipment. It is conceivable that a particular piece of equipment can be functional at the time of inventory but when taken off line to have board or software versions read and confirmed that failures may occur when re-initializing the unit. Motorola will make every effort to ensure that any failure occurring in this situation be rectified immediately. In some cases adequate spares may not be available and could lead to a prolonged outage of equipment while obtaining replacement parts. If the system in question is currently under a full on-site and repair service agreement with Motorola, any resolution to correct the failure will be covered under the agreement. If the equipment involved is not covered under a Motorola Service Agreement, resolution may require reimbursement for material and labor to correct the failure and restore the defective equipment.

## 13.0 Lambert-St. Louis International Airport Acceptance

Upon submission of Motorola's rebanding plan to Lambert-St. Louis International Airport, a certificate of acceptance document will be provided for customer signature (see reference document attached). This certificate acknowledges that all the effort necessary in identifying the detailed requirements and plans to reband Lambert-St. Louis International Airport 800MHz system has been completed.

### System Description Attachment

#### Frequencies and Call Signs

TX Frequency	Call Sign
860.9875	WPEPU462



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## System Description

Type of Technology	Single site
Number of Sites impacted by Rebanding	1
Total Quantity of Channels	7
Number of Control Channels impacted by Rebanding	1
Number of Failsoft Channels impacted by Rebanding	3
Number of subscriber units on impacted Failsoft Channels	820
What is the transmitter combining scheme	Data not available

## Subsystem Descriptions

MOSCAD Fire Alerting / Waste Water Management / Other applications	Not applicable
Quantity of radio linked MOSCAD RTUs and Centrals	No data available
Underground sub system networks (Beyond the scope of normal BDA applications such as mines, railway systems, emergency communications facilities)	2
Other	Not applicable

## Interoperability Descriptions

Other non-licensee users on the system & subscriber quantities	Taxi Commission 5: Tech 5
Adjacent jurisdictions / other licensees with interoperable agreements with this system owner. Quantities of radios in use on the adjacent system impacted by the change of frequencies on this system	Not applicable
Any special customer requirements we are aware of that the customer would want included Such as (This customer wants to have the interoperable area with multiple systems rebanded as one effort to avoid multiple reprogramming efforts)	24x7 operation – typical large airport operation
Any additional information that is relevant to calculation a cost for retuning the system.	Not applicable



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### **System Inventory**

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

	<b>Inventory Value</b>
Total number of Tx/Rx sites in the system	1
Total number of Rx sites in the system	0
Total number of Trunked Base Stations / Repeaters in System to be rebanded	3
Total number of conventional Base Stations / Repeaters in System to be rebanded	5
Total Number of Rx only stations in System to be rebanded	0
Total number of Transmit Combiners in System	2
Number of Antennas that need replaced	3
Number of controllers in the system	1
Total number of Tx Combiner Post filters to be replaced	0
Number of CEBs in the system	1
Total number of local operator positions in the system	1
Total number of remote operator positions in the system	0
Total number of dispatch centers	1
Number of control stations (Includes MOSCAD RTU and Central radios)	20
Number of mobiles	250
Number of portables	550
Number of Interoperability Users - Subscribers	0
Total number of Rx Multicouplers in System	1
Total number of BDA's in the system	2
Total number of Management Terminals	0
Total number of Programming Templates including interoperability agencies	0
Total Number of all other Stations (not including rebanded stations) on ALL sites for IM/TNRD Study	12



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