

26B

### FIRST AMENDMENT TO CONVERGED NETWORK SOLUTIONS AGREEMENT

Customer Name: **Ft. Bend County**  
Address: 500 Liberty Drive, Ste. 200  
Richmond, TX 77469

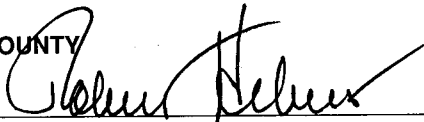
This First Amendment ("**Amendment**") is made to the Converged Network Solutions Agreement between **Sprint Solutions, Inc.**, as contracting agent on behalf of the applicable Sprint affiliated entities providing wireless telecommunications equipment and services ("**Sprint**") and **Ft. Bend County** ("**Customer**") signed by Customer on March 2, 2010 and Sprint on March 2, 2010 (the "**Agreement**").

The following modified and added terms and conditions are made a part of the Agreement effective on the first day of the first billing month after this Amendment is signed by Sprint and Customer ("**First Amendment Commencement Date**").

Sprint and Customer agree as follows:

1. **The Agreement is amended in Section 1.1 (Initial Term) by deleting the first sentence of the section in its entirety and replacing it as follows:**  
 The Term of this Agreement begins on the First Amendment Commencement Date and ends Forty-Nine (49) months after System Acceptance (defined below) of the CNS Equipment system ("Initial Term").
2. **The Agreement is amended in Section 2.1 (Purchase Commitment) by deleting "Seven Hundred Fifty (750) Devices" and replacing it with "One Thousand (1000) Devices" and by deleting "6 months after System Acceptance" and replacing it with "upon the First Amendment Commencement Date."**
3. **The Agreement is amended by adding an additional Statement of Work as Exhibit A-1 as attached to this Amendment and incorporated herein. All references in the Agreement to the Statement of Work shall include Exhibit A and A-1 as applicable.**
4. **All other terms and conditions in the Agreement, not amended above, will remain in effect. This Amendment and any information concerning its terms and conditions are Sprint's proprietary information and are governed by the parties' nondisclosure agreement. Alterations to this Amendment will not be valid unless accepted in writing by a Sprint officer or authorized designee. To become effective, this Amendment must be:**
  - 4.1 Signed by a Customer representative;
  - 4.2 Delivered to Sprint on or before December 31, 2011; and
  - 4.3 Signed by a Sprint officer or authorized designee.

FT. BEND COUNTY

By: 

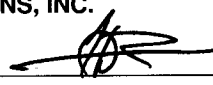
Name: Robert Hebert

Title: County Judge

Date: December 20, 2011

Address: \_\_\_\_\_

SPRINT SOLUTIONS, INC.

By: 

Name: TERRENCE BROOKS

Title: DIRECTOR

Date: 12.15.11

Address: 6360 SPRINT PKWY  
BP KS 66251

<i>L. George</i>	12/2/11
Custom Network Solutions	

12/27/11 2 originals returned to Cheryl at Purchasing

**Exhibit A-1**  
**Statement of Work**

<b>TABLE 1: SCOPE DEFINITION</b>		
PROJECT ID:	<b>CNSTX00951</b>	
LOCATION ADDRESS OF CUSTOMER FACILITY/PROPERTY:	1422 Eugene Heimann Circle, Richmond TX 77469	
NUMBER OF CUSTOMER BUILDINGS IN SCOPE:	1	
BUILDING	FLOOR	TOTAL SQ FT
Ft. Bend Courthouse	00	28,200
	01	72,200
	02	72,200
	03	72,200
	Tunnel	3,900 (390' long)
TOTAL SCOPE COVERAGE AREA [SQ/FT]:	248,100	
TOTAL SCOPE COVERAGE AREA REQUIRING SPRINT COVERAGE ENHANCEMENT [SQ/FT]:	248,100	
SCOPE DESCRIPTION AND OTHER PERTINENT SCOPE DETAILS:	Scope of coverage is the building listed above. This is new construction with move in scheduled for April 2011.  Public Safety is required for this DAS.	
LIMITATION TO COVERAGE SCOPE: LOCATIONS TO BE EXCLUDED: STATE N/A FOR NONE	None	
General construction make up of the facility: 1. Interior walls. 2. Exterior walls and windows. 3. Roof. (i.e. metal lined, greater than 6" thick), windows (i.e. reflective glass), etc. 4. Ceiling type. (dropped or hard)	Some hard ceilings Dropped ceilings. Thick walls in holding areas.	
Customer point of contact providing information above.	Daniel Quam 832-473-7873 Daniel.quam@co.fort-bend.tx.us	
Customer point of contact during installation.	Same as above	

<b>TABLE 2: TECHNICAL DATA</b>		
ANTICIPATED iDEN COVERAGE THRESHOLD: [-85 dBm STANDARD]	-85 dBm	
ANTICIPATED CDMA COVERAGE THRESHOLD: [-85 dBm STANDARD]	-85 dBm	
DESCRIPTION OF SIZE AND LOCATION OF ANTICIPATED SPACE FOR RF SOURCE:	Sprint repeater as well as the Public Safety BDA will be mounted on the 3 <sup>rd</sup> floor in the location shown on the design drawings in section 2.2 of this document.	
ANTICIPATED POWER REQUIREMENTS FOR HEAD END LOCATION / RF SOURCE:	Sprint repeater BDA as well as the Public Safety BDA will each require 20A / 120V AC power.	
ADDITIONAL PROJECT REQUIREMENTS/DETAILS:	Public safety is also a requirement for this DAS.	
iDEN USER CAPACITY:	TOTAL ANTICIPATED iDEN USER CAPACITY:	Up to 150
CDMA USER CAPACITY:	TOTAL ANTICIPATED CDMA USER CAPACITY:	Up to 150

## **TECHNICAL ASSUMPTIONS:**

### **DISCLAIMER:**

1. This project is limited by the information and data contained in this Statement of Work, including Table 1 and Table 2. The information and data contained in this document is derived from information Customer provided to Sprint. Coverage is based on the site conditions and the information contained in this Statement of Work. If Property and/or Premises conditions or information change, the Parties will renegotiate in good faith the coverage solution. Sprint is not responsible for coverage or capacity deficiencies resulting from (i) changed conditions at the Property or Premises or (ii) due to coverage impacting conditions beyond Sprint's control, including without limitation terrain, weather, foliage, and man-made structures.
2. Any change in the scope requirements and/or technical data and assumptions that is outside of Sprint's control may result in degradation of the solution and/or impairment of coverage. The deficiencies are not grounds for Sprint's default, and Sprint is not liable for the cost or expense of remedying the deficiencies. If Customer wants Sprint to redesign the solution, then the parties will renegotiate in good faith the coverage solution, which may include an increased Purchase Commitment or Customer capital contribution.

### **GENERAL MULTI-SERVICE SYSTEM REQUIREMENTS:**

3. Project scope is based on a multi-service network design for the areas identified in Table 1.
4. Customer is responsible for frequency coordination, integration, and interference mitigation for the multi-service system.
5. Customer must have an active maintenance agreement in place with a 3<sup>rd</sup> party vendor for the duration of contract term for the multi-service system.
6. Customer is responsible for engaging and incorporating other carriers and/or other services onto the multi-service system. Sprint installed head-end equipment and modules will only support Sprint 800/900/1900 MHz frequencies. Sprint installed remote units will also support 700Mhz Public Safety.

### **FACILITY:**

7. Special City, County, State or Federal permitting or approval processes are not anticipated to be required. If special permitting processes are required, there may be deployment timeline impacts to the project.
8. There are no special Customer permitting or approval processes required.
9. Customer believes there are no RF shielded areas in the facility.
10. Customer believes that building structure is by normal construction standards for a correctional facility.
11. If necessary, special environmental studies and remediation (asbestos removal, lead based paint, etc.) to be provided by Customer with no cost to Sprint.

### **LABOR & INSTALLATION:**

12. Union labor is not required. If union labor is required, deal terms may be altered.
13. Customer project manager or project management company labor costs are the responsibility of the Customer.
14. All Customer-required labor force costs (internal or 3<sup>rd</sup> party) will be paid by the Customer.
15. Sprint can utilize its own preferred contractors for installation work.
16. Work can be completed during normal construction business hours (8:00 a.m. to 5:00 p.m., Monday-Friday) given proper notification and customer approval. Customer will allow after-hours work to maintain schedule when necessary.
17. There are no special approvals required for Sprint contractors to perform installation work.
18. There are no restricted access areas or areas that require training, drug screening or background checks for access.

### **SPACE:**

19. Customer will allocate additional space, as required, for other service's equipment.

20. Customer will provide space as needed in telecom closet locations for distributed antenna system (DAS) equipment.

**POWER:**

21. Customer will provide 20A / 120V AC power in telecom closet locations as necessary for DAS equipment.
22. Customer will allocate additional power, as required, for other carrier's equipment.
23. Sprint will provide backup power or UPS for all DAS equipment if required.

**CABLING and ANTENNAS:**

**Customer believes the following requirements are valid:**

24. All antennas and supporting equipment can be placed as needed to meet coverage objectives.
25. No special antenna stealthing techniques are required and all antennas can be visible.
26. Cable pathways (horizontal & vertical) exist and are available for use.
27. Customer will approve coaxial or fiber optic cable routing design along the most direct cable paths.
28. Design may utilize any combination of coaxial or fiber optic cable.
29. Conduit is required for tunnel and holding area on the lower level of the building, as well as in a few areas of level one and two of the building.
30. Core drilling is not required for any cable installations.

**SPRINT TECHNICAL ASSUMPTIONS:**

31. Sprint will provide a Dual Network iDEN/CDMA solution for the areas identified for Sprint signal only.
32. Coverage enhancement design ensures coverage to 90% of scope area.
33. Received signal strength (RSSI) design objective for Sprint iDEN is -85dBm, or down to -95dBm with signal quality estimate (SQE) above 25.
34. Received signal strength (RSSI) design objective for Sprint CDMA is -85dBm to -95dBm with Rx signal 5dB greater than strongest interferer.
35. Solution design allows for support of up to 150 iDEN and up to 150 CDMA users.
36. Sufficient signal strength is available from existing donor sites to drive the internal system.
37. There are no EMI design requirements.
38. There are no console or custom dispatch/special talk group requirements.

**INTERFERENCE:**

39. Customer believes there are no existing systems in place that may interfere with the Sprint 800/900/1900 MHz frequencies.

**SPACE FOR SPRINT EQUIPMENT:**

40. Anticipated BDA/Repeater location restricts access to authorized personnel only.
41. Customer will provide a minimum 4' X 4' of wall space for BDA/Repeater.
42. Customer will provide a minimum 2' X 4' of wall space for DAS fiber equipment.
43. Environmentally controlled space is available for Sprint RF source equipment.

**POWER FOR SPRINT EQUIPMENT:**

44. Customer will provide adequate power for RF Source equipment as referenced in Table 2.
45. Power is readily available at all equipment locations at no installation or operational cost to Sprint.
46. Backup power or UPS for all DAS equipment is not included in this scope of work.

**CABLING & ANTENNAS FOR SPRINT EQUIPMENT:**

**Customer believes the following requirements are valid:**

47. Outdoor donor antenna locations are permitted with no special installation or approval requirements.
48. Cable routing is available between BDA/Repeater location and rooftop donor antenna.
49. Customer will provide roof penetration if necessary for donor antennas.

**TRAINING FOR SPRINT HANDSETS:**

- 50. Number of Customer employees to be trained equals total anticipated user capacity.
- 51. Training is to be conducted during regular business hours (8:00 a.m. to 5:00 p.m., Monday-Friday)

**CUSTOMER CARE FOR SPRINT EQUIPMENT:**

- 52. Modifications to existing Customer handsets (if any) are not anticipated.
- 53. Customer will designate one to three employees for direct access to CNS Support for account management.