
Statement of Work

The School District of Palm Beach County, Florida (School District) and Nextel South Corp. (Nextel) entered into an Agreement on July 1, 2003 for wireless telecommunications services. As part of this Agreement, Nextel agreed to provide up to \$260,000.00, to be used to enhance the coverage area at certain School District Premises. It is the intent of the parties to work together and utilize the funds in the most efficient manner possible.

The following Statement of Work will guide the parties in their performance of this service:

1. The term of this service will correspond to the term of the Agreement between the parties for wireless telecommunications services.
2. All work will conform to current building codes.
3. The School District authorizes Nextel to use the Premises solely and exclusively for the purpose described herein.
4. Legal title to the Equipment shall at all times vest in and remain with Nextel.
5. The School District will not remove or attempt to repair the Equipment without permission from Nextel.
6. Upon removal of the Equipment, Nextel shall restore the Premises to their original condition, ordinary wear and tear excepted and all internal wall and ceiling cabling to be left intact in the Premises.
7. Nextel shall operate in accordance with FCC regulations.
8. Nextel shall maintain insurance according to the original Agreement.
9. Nextel's capital contribution for coverage and capacity will expire within 12 months of the execution of this Statement of Work. Following the use or expiration of Nextel's \$260,000 capital contribution, Nextel will work with School District to review requirements for future sites to determine the need for in-building coverage augmentation. School District understands that, depending on the cost of the in-building coverage and the number of active Nextel units on School District's billing account number, there may be a requirement for a purchase commitment or a requirement for a School District contribution towards the cost of any additional coverage augmentation.
10. Nextel shall provide all necessary equipment for the operation of the Custom Site System, as reasonably determined by Nextel in consultation with School District. A list of all equipment installed on the Premises will be provided by Nextel. Nextel shall maintain and update via written notice to School District the equipment list(s) as necessary on an annual basis to include any new Custom Site System Equipment installed at School District's Premises. The notice shall include the Equipment and the expected installation date of the Equipment to be installed on School District's Premises. Nextel shall not be liable for any damage to School District's Premises, equipment or vehicles that may result from installation of Site Equipment by any person who is not authorized by Nextel. Notwithstanding the foregoing or anything to the contrary herein, the Custom Site System shall at all times during the Term be available for use by Nextel to provide the Service to School District and the Service.
11. Subject to the terms and conditions below, Nextel shall connect the Custom Site System to Nextel's System, and shall provide the Service to School District using both the System and/or the Custom Site System, and if necessary in Nextel's sole discretion Nextel shall provide the necessary T1 landline telephone connections (collectively, the "T1 Lines")

from the Custom Site System to Nextel's switching facility (the "Nextel MSO"). Nextel shall be responsible for connecting the T1 Lines to its network control elements at the Nextel MSO.

12. Nextel shall operate the Custom Site on the frequencies and call signs licensed by the FCC to Nextel.
13. Nextel's installation and operation obligations are conditioned on the following assumptions and requirements.
 - a. School District will allow Nextel to select and use an installation vendor of Nextel's choice to include a non-union labor force. Nextel will notify School District of all vendor choices prior to installation. Nextel's installation team will perform the installation work during normal School District operating hours or as agreed by the parties.
 - b. School District will ensure reasonable access to the facilities will be granted to Nextel for the duration of the contract for maintenance purposes in accordance to School District's procedures and rules.
 - c. School District will provide space for equipment as necessary.
 - d. Nextel will provide specific requirements on a site by site basis for the Custom Site Locations identified in Schedule 1 hereto.
 - e. Coverage enhancement design ensures coverage to 90% of scope area.
 - f. Received signal strength (RSSI) design objective is -85dBm, or down to -95dBm with signal quality estimate (SQE) above 25.
 - g. If special environmental studies and remediation (asbestos removal, lead based paint, etc.) needs to be provided, a new site will be selected, or the School District will provide such services as needed.
 - h. School District will provide a project manager.
 - i. Outdoor donor antenna locations are permitted with no special installation or approval requirements.
 - j. 20 amps 120V AC power in telco closet locations is available as necessary for DAS equipment.
 - k. Power is readily available at all equipment locations at no installation or operational cost to Nextel.
 - l. School District will provide backup power or UPS if required for all distributed antenna system (DAS) equipment.
 - m. All antennas and supporting equipment can be placed as needed to meet coverage objectives.
 - n. No special antenna stealthing techniques are required and all antennas can be visible.
14. The School District will shall ensure that all elements of the Custom Site System (such as fiber-optic lines and T1 links) located within the Premises are clearly marked for identification as part of the Custom Site System architecture, and develop internal procedures to ensure that such Custom Site System elements are treated as critical communication links by School District's technicians and other vendors in order to prevent service disruptions.

SCHEDULE 1

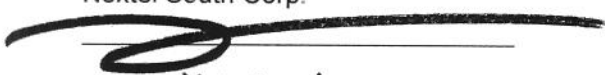
CUSTOM SITE SYSTEM PREMISES

The following list represents the School District facilities and areas within the facilities where Custom Sites are requested. The scope within each facility must be mutually agreed upon by the Parties prior to Nextel performing any work at such location.

School/Location by Priority	Address	Areas to be covered	Approx Sq Ft to be covered
Independence Middle School	4001 Greenway Dr. Jupiter 33458	TBD	TBD
Dwyer HS	13601 N Mil. Trail PBG, 33418	TBD	TBD
Bethune Elem.	1501 Ave. U, Riv. Beach	TBD	TBD
Seminole Ridge HS	4601 Seminole Pratt Wht. Rd. Lox	TBD	TBD
Forest Hill HS	6901 Parker Ave WPB 33405	TBD	TBD
Palm Beach Central HS	8499 W. FH Blvd. Well. 33414	TBD	TBD
Discovery Key Elem	3550 Lyons Rd, LW 33467	TBD	TBD
Heritage Elem	5100 Melaleuca Ln, Greenacres	TBD	TBD
Park Vista HS	7900 Jog Rd. BB 33467	TBD	TBD
Boynton Beach HS	4975 Park Ridge Blvd. BB 33426	TBD	TBD
West Boca HS	12811 Glades Rd. Boca 33498	TBD	TBD
Boca Raton Comm. HS	1501 NW 15 Ct. 33486	TBD	TBD
Lake Shore Middle School	425 W. Canal St. Belle Glade 33430	TBD	TBD
Glades Central HS	1001 SW Ave M 33430	TBD	TBD

Accepted by:

Nextel South Corp.



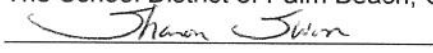
Name: MARK HULL

Title: VICE PRESIDENT

Date:

7/7/05

The School District of Palm Beach, County, Fl.



Name: Sharon Swann

Title: Director of Purchasing

Date:

6/29/05