

CITY CLERK DEPT.  
2013 OCT 22 PM 4:20

CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Information Technology  
AGENDA DATE: October 29, 2013  
CONTACT PERSON/PHONE: Enrique Martinez- Director, Information Technology (915) 541-4746  
DISTRICT (S) AFFECTED: All

**SUBJECT:**

That the City Manager be authorized to execute the 800 MHz Frequency Reconfiguration Agreement with Sprint Corporation for the reconfiguration of the 800 MHz frequency as required by the Federal Communications Commission, which reconfiguration includes the frequency allocated to the City of El Paso for its law enforcement communications. City costs will be reimbursed by Sprint.

**BACKGROUND / DISCUSSION:**

The P-25 Project consists of upgrading the 800MHZRadio System to provide interoperability capabilities with the Rio Grande Region first responders' agencies P25 is an industry standard for digital mobile radio system that enables the ability of diverse public safety agencies to communicate among each other. The upgrades and expansion of the P25 radio system builds on the P25 foundation the City implemented in 2008. To accomplish this task we are in the process of upgrading and replacing all Public Safety Agencies mobile and portable radios.

**SELECTION SUMMARY:**

The Department of Information Resource (DIR) used competitive bidding processes.

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

Department: 239- Information Technology  
Division: 15070- Information Services  
Fund: 5000- Motorola Radio Upgrades  
Account: 580070- Public Safety Equipment

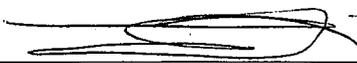
**BOARD / COMMISSION ACTION:**

N/A

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\*\*\*\*\*AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
Enrique Martinez, Information Technology Director

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**RESOLUTION**

**WHEREAS**, the Federal Communications Commission (“FCC”) has issued an order to require reconfiguration the frequency allocations in the 800 MHz band and adopted a reconfigured channel plan for the 800 MHz band along the U.S. - Mexico, including the frequency allocated to the City of El Paso for its law enforcement communications;

**WHEREAS**, pursuant to the FCC Order, the City of El Paso needs to enter into an 800 MHz Frequency Reconfiguration Agreement with Sprint Corporation that will define the respective obligations of each party regarding the Reconfiguration, including Sprint’s obligation to pay for reasonable costs incurred in effecting the Reconfiguration;

**WHEREAS**, City’s Department of Information Technology Services has negotiated the Reconfiguration Agreement and associated cost reimbursement with Sprint and recommends that the Council approve the agreement.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to execute the 800 MHz Frequency Reconfiguration Agreement with Sprint Corporation for the reconfiguration of the 800 MHz frequency as required by the Federal Communications Commission, which reconfiguration includes the frequency allocated to the City of El Paso for its law enforcement communications. City costs will be reimbursed by Sprint.

**ADOPTED this \_\_\_\_\_ day of October, 2013.**

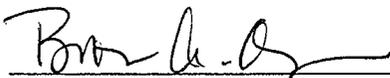
CITY OF EL PASO

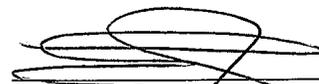
\_\_\_\_\_  
Oscar Leaser  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bertha A. Ontiveros  
Senior Assistant City Attorney

  
\_\_\_\_\_  
Enrique Martinez, Interim Director  
Information Technology Department

**PLANNING FUNDING AGREEMENT  
[800 MHZ RECONFIGURATION-MEXICAN BORDER REGION]**

This PLANNING FUNDING AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_, 2013 (“Effective Date”), by and between the **City of El Paso**, a political subdivision of the State of Texas (“Incumbent”), and **Nextel Operations, Inc.**, a wholly owned indirect subsidiary of Sprint Corporation, a Delaware corporation (“Sprint”). Sprint and Incumbent may be referred to collectively in this Agreement as the “Parties.”

**RECITALS:**

A. On August 6, 2004, the Federal Communications Commission (“FCC”) issued a report and order to reconfigure the frequency allocations in the 800 MHz band (“Reconfiguration”), including frequency allocations on which Incumbent and Sprint are currently authorized to operate (respectively, the “Incumbent Frequencies” and “Replacement Frequencies”).

B. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration. On April 1, 2013 the FCC issued a Fifth Report and Order adopting a reconfigured channel plan for the 800 MHz band along the U.S. - Mexico border. The August 6, 2004, December 22, 2004 and April 1, 2013 FCC orders, any binding actions issued by the Transition Administrator (“TA”) pursuant to its delegated authority under the orders (“Actions”), and any supplemental FCC orders in the Reconfiguration proceeding or subsequent Actions after the date of this Agreement, are collectively referred to as the “Order.”

C. Pursuant to the Order, Sprint and Incumbent intend to enter into an 800 MHz Frequency Reconfiguration Agreement (“Reconfiguration Agreement”) that will define the Parties’ respective obligations regarding the Reconfiguration, including without limitation Sprint’s obligation to pay for reasonable costs incurred in effecting the Reconfiguration.

**AGREEMENT:**

1. **Planning Activities and Costs.** In order to facilitate negotiation of the Frequency Reconfiguration Agreement involving the license(s) for the Incumbent Frequencies granted by the FCC as identified in Schedule A (the “Incumbent Licenses”) and in accordance with the work described in the Statement of Work attached to this Agreement as Schedule B (the “SOW”), Sprint will pay the costs of Incumbent to complete the planning activities identified on Schedule C attached hereto in an amount not to exceed the planning cost estimate set forth on Schedule C (“Planning Cost Estimate”). The planning activities and deliverables identified in Schedule B and Schedule C (collectively, the “Planning Activities”) will commence as follows:
  - a. **Pre-FPR Planning:** Incumbent will initiate the Planning Activities that are not dependent upon receipt of the Frequency Planning Report (“FPR”) provided by the TA on the Effective Date (“Pre-FPR Planning”), and will complete the Pre-FPR Planning within ninety (90) days following TA approval of the Agreement.
  - b. **Post-FPR Planning:** Incumbent will initiate the Planning Activities that require a FPR from the TA (“Post-FPR Planning”) no earlier than Incumbent’s receipt of

the FPR from the TA and will complete the Post-FPR Planning within ninety (90) days following TA approval of the Agreement.

2. **Payment Terms.** Except as modified pursuant to Section 6 of this Agreement, Sprint will pay the costs incurred in performing the Planning Activities in accordance with the payment terms identified on Schedule C for both payments made directly to Incumbent and payments made on behalf of Incumbent directly to each third party vendor or service provider identified on Schedule C (“Planning Vendor”).
3. **Reconciliation:**
  - a. Within thirty (30) days of completion of Incumbent’s Planning Activities and prior to the Reconciliation Date (as defined below), Incumbent will submit to Sprint all documentation demonstrating the actual costs that Incumbent reasonably incurred or paid to other entities complete the Planning Activities (“Actual Costs”). The dated documentation of the Actual Costs (“Documentation”) required by Sprint from Incumbent may include, but is not limited to, the following: (1) invoices for Actual Costs that are associated with a category of work as identified on Schedule C and/or the SOW; (2) receipts substantiating the Actual Costs including receipts for any travel expenses incurred by Incumbent such as hotel invoices, airfare receipts, etc.; (3) Incumbent’s individual employee work orders, time sheets and associated general ledger records specifying the name of the person or employee performing work for Incumbent, the date work was performed, the hours worked and a description of the activity performed; and/or (4) the applicable Exhibit 2 internal labor certifications.
  - b. Upon receipt by Sprint of the Documentation for all Actual Costs, Sprint and Incumbent will reconcile the Actual Costs against the payments made by Sprint to Incumbent (and Planning Vendors, if applicable) and the Parties will agree upon the amount of any additional payments (subject to Section 6) due to Incumbent (or Planning Vendors, if applicable) or any refunds due to Sprint. The effective date of agreement on reconciliation of Actual Costs and receipt by Sprint of the Reconciliation Statement signed by Incumbent is the “Reconciliation Date”.
  - c. Any additional payments due to Incumbent from Sprint will be disbursed to Incumbent within thirty (30) days of the Reconciliation Date, provided the additional payments do not result from Actual Costs that exceed the Cost Estimate. Any refunds due from the Incumbent to Sprint will be made within thirty (30) days of the Reconciliation Date.
  - d. In the event Incumbent’s Actual Costs exceed the Cost Estimate, Incumbent must submit a Change Notice pursuant to Section 6 of this Agreement describing the change in scope of work that resulted in Incumbent’s Actual Costs exceeding the Cost Estimate. Approval of any Change Notice will not be automatic but will be processed in accordance with Section 6 of this Agreement. Additional payments due to Incumbent, which result from an excess of Actual Costs over the Cost Estimate, as agreed on the Reconciliation Date, will be disbursed to Incumbent within thirty (30) days of the Transition Administrator’s approval of the amendment documenting the change from the Change Notice.

4. **Confidentiality.** The terms of this Agreement and any proprietary, non-public information regarding the Incumbent Frequencies, Replacement Frequencies, Sprint's business and Incumbent's business must be kept confidential by the Parties and their employees, shareholders, agents, attorneys and accountants (collectively, "Agents"), which confidentiality will survive final payment or termination of this Agreement for a period of two (2) years. The Parties may make disclosures as required by law and to the Transition Administrator and to a Planning Vendor [but only to the extent that such disclosure specifically relates to that Planning Vendor's work and costs under this Agreement (as identified on Schedule C)] as required to perform obligations under this Agreement, provided, however, that each Party will cause all of its Agents to honor the provisions of this Section. Sprint, Incumbent and their respective Agents may make disclosures regarding the terms of this Agreement to other public safety licensees and their Agents. Each party involved in such disclosures shall cause all of its Agents to confine the disclosure of the terms of this Agreement to only public safety licensees and will advise the party to whom the disclosure was made, to limit further disclosure to only public safety licensees in accordance with the FCC Order, WT Docket No. 02-55, adopted January 8, 2007. Notwithstanding the above, Sprint acknowledges that Incumbent is subject to the Public Information Act, Chapter 552, Texas Government Code (the "Act"). Incumbent will maintain the confidentiality of the proprietary information to the extent permitted by law and agrees that, as required by the Act, Incumbent will notify Sprint if a request relating to such proprietary information is received. Sprint represents that it understands that the Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert its own proprietary interest as a basis for nondisclosure.
5. **Review Rights.** In order to enable the Transition Administrator to comply with its audit obligations under the Order, Incumbent agrees to maintain records and other audit-level supporting evidence related to the costs that Incumbent has expended in connection with Planning Activities related to the Reconfiguration and that Sprint has paid or will pay to Incumbent pursuant to this Agreement. Incumbent agrees to maintain such records and make them reasonably available to the Transition Administrator for review or reproduction until twenty-four (24) months after the Closing Date, as defined in Section 8 or for a longer period if Incumbent, for its own purposes, retains such records for a longer period of time. As used in this provision, "records" includes books, documents, accounting procedures and practices and other data regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form.
6. **Changes.** If either Party believes that a change to the Planning Activities contemplated by the Planning Cost Estimate is required (including changes by Planning Vendors), such Party will promptly notify the other Party in writing. Such written notice (the "Planning Funding Change Notice") shall set forth (i) a description of the scope of the change believed to be necessary and (ii) an estimate of any increase or decrease in the Planning Cost Estimate and in the time required to finish planning for the reconfiguration of Incumbent's existing facilities. A Party receiving a Planning Funding Change Notice shall immediately perform its own analysis of the need for and scope of the change and its impact on the Planning Cost Estimate and schedule and negotiate the change in good faith with the other Party. After the Parties have agreed upon a change to this Agreement, they shall prepare a proposed amendment to this Agreement pursuant to Section 13 and submit to the Transition Administrator a copy of the proposed amendment together with a written request for its approval. Such request shall be accompanied by reasonable documentation supporting the need for and scope of the change and any proposed increase or decrease in the Planning Cost Estimate and in the time required to finish planning for the

reconfiguration of Incumbent’s existing facilities. Incumbent is responsible for all changes necessary as it relates to work performed by a Planning Vendor on behalf of Incumbent. No change to the Planning Cost Estimate, the Planning Activities contemplated by the Planning Cost Estimate or the time required to finish planning for the Reconfiguration of Incumbent’s existing facilities shall become effective until both Parties have signed an amendment incorporating such approved change into this Agreement pursuant to Section 13 and the Transition Administrator has approved the amendment in writing.

7. **Disputes.** The Parties agree that any dispute related to Sprint’s obligation to pay the cost of any Planning Activities related to the Reconfiguration of Incumbent’s system contemplated by this Agreement, which is not resolved by mutual agreement, shall be resolved in accordance with the dispute resolution provisions of the Order, as it may be amended from time to time.
8. **Closing.** The closing (“Closing”) of the transactions contemplated by this Agreement will take place after: (i) completion of the Reconciliation and all other requirements as described in Section 3 of this Agreement; (ii) a copy of all deliverables required to be delivered pursuant to the Statement of Work; and (iii) the satisfaction of all other conditions specified in this Agreement (the “Closing Date”). The Parties will cooperate in good faith and exercise their reasonable best efforts to finalize and execute those instruments and documents as may be required by Sprint or the Transition Administrator on or prior to the Closing Date in order to effect the completion of the Planning Activities contemplated by this Agreement.
9. **Vendor Performance Issues:** Incumbent will select and contract directly with any vendor or service provider performing the Planning Activities. Neither the Transition Administrator nor Sprint will be responsible for, or assume the risk of any failure of that Planning Vendor to perform its obligations under any contract entered into between Incumbent and such Planning Vendor in connection with this Agreement.
10. **Termination.** This Agreement may be terminated and the transactions contemplated by this Agreement abandoned: (i) by mutual consent of the Parties provided in writing; (ii) for cause by either Party upon material breach of the other Party, following a thirty (30) day period for cure by the breaching Party following written notice of the breach; or (iii) by Sprint in the event of any Adverse Decision by any governmental entity of competent jurisdiction affecting the Order. For purposes of this Agreement, an “Adverse Decision” means an order, decree, opinion, report or any other form of decision by a governmental entity of competent jurisdiction that results, in whole or part, in a stay, remand, or reversal of the Order, or otherwise in any revision to the Order that Sprint determines, in its sole discretion, to be adverse to its interests. In the event of termination due to an Adverse Decision, Sprint will pay Incumbent for all costs incurred up to the date of termination.
11. **Notices:** All notices and other communications under this Agreement must be in writing and will be deemed given (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices are to be delivered to the Parties at the following addresses:

<p>If to Incumbent, to:</p> <p>City of El Paso PO Box 1890</p>	<p>If to Sprint, to:</p> <p>Nextel Operations, Inc. c/o Sprint Corporation</p>
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<p>El Paso, TX 79950-1890  300 N. Campbell Street  El Paso, TX 79901  Attn: Joyce Wilson, City Manager  E-mail: citymanager@elpasotexas.gov  Phone: (915) 541-4071</p> <p>And to:</p> <p>City of El Paso  P.O. Box 1890  El Paso, Texas 79950-1890  Attn: IT Department Head and  Ed Ozogar, Project Manager  Email: ozogarej@elpasotexas.gov  Phone: (915) 541-4882</p>	<p>12502 Sunrise Valley Drive  Reston, VA 20196  Attn: Heather P. Brown, Esq.  Phone: (703) 433-4467  Fax: (703) 433-4483</p>
<p>And a copy to:</p> <p>City of El Paso  PO Box 1890  El Paso, TX 79950-1890  300 N. Campbell Street  El Paso, TX 79901  Attn: Bertha A. Ontiveros  E-mail: OntiverosBA@elpasotexas.gov</p>	<p>With a copy that shall not constitute Notice:</p> <p>Sprint Corporation  6575 The Corners Parkway  Norcross, GA 30092  Attn: William Jenkins, VP Spectrum Resources  Phone: (770) 326-7484  Fax: (678) 405-8252</p>

12. **Assignment:** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Either Party may assign this Agreement to any direct or indirect subsidiary or affiliate of the Party, upon delivery of written notice to the other Party.
13. **Amendments:** This Agreement, including without limitation the scope of the Planning Activities contemplated hereby and the Planning Cost Estimate thereof to be paid by Sprint, may be amended or modified only by a written instrument signed by authorized representatives of both Parties, provided, however, no amendment or modification to this Agreement shall become effective until approved by the Transition Administrator.
14. **Benefits:** This Agreement is for the benefit of the Parties and their successors and permitted assigns, and nothing in this Agreement gives or should be construed to give any legal or equitable rights under this Agreement to any person or entity, other than (i) the successors and assigns of the Parties, and (ii) the Transition Administrator as specifically provided for in Sections 4, 5, 6, 9, 10 and 13.
15. **Miscellaneous:** If any provision(s) of this Agreement is held in whole or part, to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, then such provision(s) will be deemed severable from the remainder of this Agreement, will in no way affect, impair or invalidate any other provision contained in the Agreement and the Parties will use their commercially reasonable efforts to amend this Agreement to make

the unlawful provision compliant with applicable law so as to preserve the rights and obligations of the Parties. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement, together with the Schedules, constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. This Agreement is governed by the laws of the state of Texas without regard to conflicts of law principles thereof. This Agreement may be executed in one or more counterparts, including by facsimile, which will be effective as original agreements of the Parties executing the counterpart. In consideration of the mutual consideration set forth herein, this Agreement is effective as a legally binding agreement between the Parties upon execution by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

INCUMBENT:

**City of El Paso, TX**

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

Name: Joyce Wilson

Title: City Manager

SPRINT:

**Nextel Operations, Inc.**

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

Name: William Jenkins

Title: Vice President, Spectrum Resources

**SCHEDULE A**

**INCUMBENT LICENSE(S) INVOLVED IN PLANNING ACTIVITIES**

<b>800 MHz Call Signs</b>		
WQRL372	WPD1992	WQQU346
WQQU345	WPUU375	WQEB612
WPFZ576	WQRZ880 (STA)	

**SCHEDULE B**  
**STATEMENT OF WORK**

<b>Timeline for Completion of Planning Activities</b>	
<b>Start Date</b>	<b>End Date</b>
<b>Effective Date of Agreement</b>	<b>90 days following TA Approval of Agreement</b>

**1.0 System Description**

The City of El Paso is constructing an 800MHz P25 Motorola radio system that will include a 5-site, 15-channel trunked simulcast subsystem, a standalone 15-channel remote ASR site, 7 bi-directional amplifiers, and five dispatch sites. Due to urgent needs of the City, in early 2013, users transitioned to the partially completed system when three of the radio sites became operational. The remaining three radio sites are nearing completion and should be operational in the fall of 2013. The City also owns and operates three NPSPAC mutual aid conventional channels located at a separate radio site. Most of the voice radio subscriber equipment currently in use was recently purchased.

Sun Metro, the City of El Paso bus system, operates a multi-site, multi-channel mobile data system with approximately 275 mobile data terminals. This older system was not part of the City of El Paso voice communications system upgrade.

Due to procurement constraints in the State of Texas and the current ongoing deployment of new equipment, the City of El Paso cannot enter into a separate agreement for planning related services from the current system vendor. The City can secure engineering services through a separate procurement process with an engineering and consulting firm that is already performing work for the City. Given these constraints and the City's current RFPF deadline of September 23, 2013, the City proposes to utilize Federal Engineering to assist in the development of reconfiguration costs for the City as well as the preliminary system reconfiguration plans. Final reconfiguration planning, including the systems integration vendor, will be performed during the reconfiguration phase. This approach allows the City to proceed with reconfiguration within the TA and FCC mandated deadlines and ensures that the final reconfiguration plans, and associated costs, should be sufficient to provide the City with comparable facilities in the post-rebanded environment.

Table System Description:

<b><u>System Description</u></b>	
Number of <u>mobile</u> units used for day-to-day communications covered by this RFPF (used to calculate per unit cost); include control stations and SCADA units	1,199 (approximately)
Number of <u>portable</u> units used for day-to-day communications covered by this RFPF	1,988 (approximately)
Number of channels covered by this RFPF (exclude channels not to be reconfigured)	36
Number of sites to be inventoried under this	9

RFPF	
Number of entities using the 800 MHz system being reconfigured	9 (FD, PD, Environ/Animal, Airport, Sun Metro, Horizon City, El Paso Co Emer. Svcs Districts 1 and 2, and Dept of Publ Safety)

## 2.0 Frequency Analysis

### 2.1 Co-channel/Adjacent Channel Analysis

Federal Engineering will perform the review of the FPRs issued by the TA in this proceeding. Such review is limited to include up to eight FPRs. Each review is estimated to take fifteen (15) minutes per FPR. There also appear to be a few discrepancies between the FPRs and current ULS gathered data.

### 2.2 Combiner and Receiver Multi-coupler Suitability

Federal Engineering, with assistance from the City of El Paso engineering staff, will analyze the impact the new frequency plan will have on the existing multi-coupler, combiners, and other RF conditioning systems to determine if retuning or replacement is necessary. The findings from this analysis will be included in the system reconfiguration plan. Federal Engineering will also review the assessments with City of El Paso engineering staff during an onsite review meeting.

### 2.3 Intermodulation Study

The City of El Paso will supply available radio frequency input data for each site. Federal Engineering will review the FCC ULS database for other co-located users and perform intermodulation studies to identify potentially harmful RF emissions and interactions at each site affected by rebanding and include its findings in the system reconfiguration plan. Should any channel or channels not be suitable for use, Federal Engineering will request new channels from the TA on behalf of the City of El Paso.

Qualifying Scenarios	Suspected (yes/no)	Site(s) Affected (if known)
Location with two or more co-site transmitters with potential to impair base station receivers.	Yes	All
Licensee's fixed receive antenna is proximate to a transmitting antenna other than your own.	Yes	TBD
Landlords or site managers of shared transceiver sites requiring an analysis of the IM environment as part of site agreements when changing transmitting frequencies.	Yes	TBD

### 2.4 Other Frequency and Interference Analysis

Federal Engineering and the City of El Paso will conduct an onsite review of the frequency analysis findings.

#### Frequency and Interference Analysis deliverables include:

Deliverables	Estimated Date of Completion
RF conditioning equipment analysis	90 days following TA Approval of Agreement

### **3.0 System Inventory**

#### **3.1 Infrastructure Inventory**

Complete as-built documentation for the radio system and the radio sites will not be fully available until after the new radio system is completely accepted. Federal Engineering and the City of El Paso engineering staff will collect data provided by the system integration vendor for each infrastructure location affected by rebanding, including RF conditioning equipment, as required. Federal Engineering and the City will review the information collected for consistency in preparation for the retune, reprogram, and replacement assessments.

#### **3.2 Subscriber Inventory**

Federal Engineering will work with the City of El Paso to collect, review and analyze the existing subscriber radio inventory. Most of the subscriber (voice) equipment was replaced when the City of El Paso began using the P25 system, so a complete inventory will likely not be needed. For equipment that was not replaced, Federal Engineering will coordinate with original manufacturers, or authorized representatives, in the assessment of suitability for reconfiguration on behalf of the City of El Paso. Federal Engineering and the City of El Paso will compile a list of all subscriber and mobile data equipment information detailing which equipment requires retuning, reprogramming, or replacement as part of the suitability assessment. The City of El Paso will provide the resources necessary to make the identified subscriber units available for data sampling and/or inventory if required.

#### **System Inventory deliverables include:**

<b>Deliverables</b>	<b>Estimated Date of Completion</b>
Infrastructure inventory	90 days following TA Approval of Agreement
Subscriber inventory	90 days following TA Approval of Agreement

### **4.0 Engineering/Implementation Planning**

#### **4.1 Interoperability Planning**

Federal Engineering will develop a detailed analysis describing the City of El Paso interoperability environment and will incorporate the requirements of the interoperability environment into all reconfiguration plans. Federal Engineering will review and coordinate interoperability plans with the City of El Paso and other affected external users. City of El Paso staff will be attending Transition Administrator meetings and webinars, as needed and meet with Federal Engineering to become familiar with their responsibilities in rebanding.

#### **4.2 Site Reconfiguration Planning**

Federal Engineering will develop the preliminary technical and operational plans to ensure suitable communications are available during all reconfiguration activities, integrating the processes and procedures developed in a manner consistent with the operational needs of the City of El Paso. During the FRA phase, the system integration vendor will finalize the work required to reconfigure system infrastructure and subscriber equipment. Federal Engineering will work with the system integration vendor during the FRA to identify and incorporate changes needed on all site equipment to be reconfigured. Federal Engineering, and the City of El Paso will work cooperatively to develop preliminary baseline and acceptance test plans to demonstrate comparable facilities as well as cutover and fall back plans to ensure critical infrastructure system functionality throughout the rebanding configuration.

**4.3 Retune/Reprogram/Replace Determination**

Federal Engineering will work with the City of El Paso staff to complete a preliminary assessment of the City’s fixed equipment and subscriber inventories. The previously collected inventory information will be used to assess the suitability of the equipment for rebanding as well as initial identification of potential hardware, software and labor required to complete the rebanding of the City of El Paso system. This evaluation of the infrastructure and subscriber equipment will provide an initial retune, reprogram, and upgrade or replace decision for each piece of equipment in the system that is affected by rebanding. Federal Engineering will review, analyze, and compile all inventory and assessment reports as well as assist the City of El Paso in development of the actual internal reconfiguration cost estimates. During the FRA phase, the system integration vendor will provide detailed estimates of work required to reconfigure fixed and subscriber radio equipment.

**Engineering/Implementation Planning deliverables include:**

<b>Deliverables</b>	<b>Estimated Date of Completion</b>
Implementation/Reconfiguration Plan	90 days following TA Approval of Agreement
Cost Estimate	90 days following TA Approval of Agreement

**5.0 Legal Costs (Limited to attorney’s fees, no project management costs)**

**5.1 PFA Negotiations**

The City of El Paso legal staff will participate in PFA negotiations with SN and the TA if required. Extensive negotiations are not anticipated, as the RFPF cost estimates are near or below PFA Fast Track guidelines. Should extensive negotiations be required, the City of El Paso and Federal Engineering will have to provide a revised cost estimate for this category.

**5.2 PFA Contract Review**

The City of El Paso legal and purchasing staff will review the PFA contract and associated vendor agreements to ensure that they meet the specific terms and conditions required by the City of El Paso and are consistent with the negotiated planning funding agreement.

**6.0 Project Management**

**6.1 Planning Support**

Federal Engineering will act as lead project manager for all aspects of the planning program including program management and coordination of all reconfiguration planning related meetings and activities. Federal Engineering will communicate and coordinate with Sprint and the TA on the behalf of the City of El Paso as required. Federal Engineering will coordinate activities of vendors, contractors and subcontractors as needed and will develop and deliver all required status reports. The City of El Paso project manager will coordinate and manage all City of El Paso internal resources and participate in all required meetings, briefings, and conference calls.

**6.2 Negotiations Support**

Extensive negotiations support is not anticipated as the estimated costs for planning are within or close to the PFA Fast Track guidelines. Should more extensive negotiations be required, the City of El Paso and Federal Engineering will have to provide a revised cost estimate for this category.

**Project Management deliverables include:**

<b>Deliverables</b>	<b>Estimated Date of Completion</b>
Monthly status report	Recurring

**SCHEDULE C**

**800 MHZ RECONFIGURATION**

**PLANNING COST ESTIMATE CERTIFIED REQUEST**

**Incumbent's Name:** El Paso, City of

**Request for Planning Funding**

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Sprint to fund the following estimated planning costs:

**Incumbent Payment Terms:** Sprint will pay Incumbent an amount not to exceed the Planning Cost Estimate for Incumbent with respect to each category of work, as set forth below. Sprint will pay Incumbent Five Thousand One Hundred Sixteen (\$5,116.00) within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Sprint of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit 1). Sprint will pay any outstanding balance of the Actual Planning Costs due to Incumbent within 30 days after the Planning Funding Reconciliation Date (as Actual Planning Costs and Planning Funding Reconciliation Date are defined in this Agreement).

**Vendor Payment Terms:** Nextel will pay each Planning Vendor an amount not to exceed the Planning Cost Estimate for that Planning Vendor with respect to each category of work, as set forth below. Sprint will pay each Planning Vendor within 30 days after receipt by Sprint of (A) an invoice from the Planning Vendor and (B) Incumbent approval of receipt of goods and services and approval of associated costs included on the Planning Vendor invoice.

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. Frequency Analysis</b> ----- Freq_Analysis ----- 1. Project Manager - Co-Channel Analysis (2hrs @ \$40.00 /hr = \$80.00) 2. Project Manager - Combiner Suitability (8hrs @ \$40.00 /hr = \$320.00) 3. Project Manager - Intermodulation Study (8hrs @ \$40.00 /hr = \$320.00) 4. Project Manager - Other Frequency and Interference Analysis (4hrs @ \$40.00 /hr = \$160.00)	(Incumbent) El Paso, City of, TX	\$880.00
----- Freq_Analysis ----- 5. Senior Consultant - Co-Channel Analysis	(Vendor) Federal Engineering	\$18,550.00

<p>(2hrs @ \$175.00 /hr = \$350.00)</p> <p>6. Senior Consultant - Combiner Suitability (36hrs @ \$175.00 /hr = \$6,300.00)</p> <p>7. Senior Consultant - Intermodulation Study (36hrs @ \$175.00 /hr = \$6,300.00)</p> <p>8. Senior Consultant - Other Frequency and Interference Analysis (32hrs @ \$175.00 /hr = \$5,600.00)</p>		
<p><b>II. Infrastructure Inventory</b> ----- Sys_Inv -----</p> <p>9. Project Manager - Infrastructure Inventory (24hrs @ \$40.00 /hr = \$960.00)</p>	(Incumbent) El Paso, City of, TX	\$960.00
<p>----- Sys_Inv -----</p> <p>10. Senior Consultant - Infrastructure Inventory (92hrs @ \$175.00 /hr = \$16,100.00)</p>	(Vendor) Federal Engineering	\$16,100.00
<p><b>III. Subscriber Inventory</b> ----- Sys_Inv -----</p> <p>11. Project Manager - Subscriber Inventory (24hrs @ \$40.00 /hr = \$960.00)</p>	(Incumbent) El Paso, City of, TX	\$960.00
<p>----- Sys_Inv -----</p> <p>12. Senior Consultant - Subscriber Inventory (24hrs @ \$175.00 /hr = \$4,200.00)</p>	(Vendor) Federal Engineering	\$4,200.00
<p><b>IV. Engineering &amp; Implementation Planning</b> ----- Eng_Imp -----</p> <p>13. Project Manager - Interoperability Planning (24hrs @ \$40.00 /hr = \$960.00)</p> <p>14. Project Manager - Site Reconfiguration Planning (40hrs @ \$40.00 /hr = \$1,600.00)</p> <p>15. Project Manager - Retune/Reprogram/Replace Determination (24hrs @ \$40.00 /hr = \$960.00)</p>	(Incumbent) El Paso, City of, TX	\$3,520.00
<p>----- Eng_Imp -----</p> <p>16. Senior Consultant - Interoperability Planning (24hrs @ \$175.00 /hr = \$4,200.00)</p> <p>17. Senior Consultant - Site Reconfiguration Planning (60hrs @ \$175.00 /hr = \$10,500.00)</p> <p>18. Senior Consultant - Retune/Reprogram/Replace Determination (32hrs @ \$175.00 /hr = \$5,600.00)</p>	(Vendor) Federal Engineering	\$20,300.00
<p><b>V. Preparation of RFPF / PFA Negotiation</b> ----- Proj_Mngmt -----</p> <p>19. Project Manager - Negotiations Support (16hrs @ \$40.00 /hr = \$640.00)</p>	(Incumbent) El Paso, City of, TX	\$640.00

----- Proj_Mngmt ----- 20. Senior Consultant - Negotiations Support (12hrs @ \$175.00 /hr = \$2,100.00)	(Vendor) Federal Engineering	\$2,100.00
<b>VI. Project Management</b> ----- Proj_Mngmt ----- 21. Project Manager - Planning Support (40hrs @ \$40.00 /hr = \$1,600.00)	(Incumbent) El Paso, City of, TX	\$1,600.00
----- Proj_Mngmt ----- 22. Senior Consultant - Planning Support (60hrs @ \$175.00 /hr = \$10,500.00)	(Vendor) Federal Engineering	\$10,500.00
<b>VII. Travel (except third party legal, which should be included in Contract, Legal and Regulatory Filings)</b> ----- Eng_Imp ----- 23. Senior Consultant - Expenses (1 @ \$2,584.00 /unit = \$2,584.00)  ----- Freq_Analysis ----- 24. Senior Consultant - Expenses (1 @ \$2,584.00 /unit = \$2,584.00)  ----- Proj_Mngmt ----- 25. Senior Consultant - Expenses (1 @ \$2,584.00 /unit = \$2,584.00)  ----- Sys_Inv ----- 26. Senior Consultant - Expenses (1 @ \$1,292.00 /unit = \$1,292.00)	(Vendor) Federal Engineering	\$9,044.00
<b>VIII. Contract, Legal and Regulatory Filings (includes all third party tasks, including travel)</b> ----- Legal ----- 27. City Attorney - PFA Legal Advice (8hrs @ \$44.00 /hr = \$352.00) 28. City Attorney - PFA Negotiations (16hrs @ \$44.00 /hr = \$704.00) 29. City Attorney - PFA Contract Review (8hrs @ \$44.00 /hr = \$352.00) 30. Purchasing Officer - PFA Contract Review (8hrs @ \$33.00 /hr = \$264.00)	(Incumbent) El Paso, City of, TX	\$1,672.00
<b>Cost Totals:</b>		
Subtotal - El Paso, City of, TX	Incumbent	\$10,232.00
Subtotal - Federal Engineering	Vendor	\$80,794.00
<b>Total Estimated Costs</b>		<b>\$91,026.00</b>

**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: \_\_\_\_\_

**EXHIBIT 1**

**Incumbent Information**

**THE FOLLOWING QUESTIONS ARE REQUIRED FOR PROCESSING ELECTRONIC FUNDS TRANSFERS. ALL INFORMATION CONTAINED HEREIN SHALL BE KEPT STRICTLY CONFIDENTIAL AND WILL BE USED ONLY IN COMPLETION OF THE PLANNING FUNDING TRANSACTION.**

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**I. INCUMBENT INFORMATION**

*Please provide the following information:*

Company/Name: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Check Appropriate Box:  Individual/Sole Proprietor  Corporation  Partnership  
 Other \_\_\_\_\_

**II. BANK ACCOUNT INFORMATION (Required for payment processing.)**

Please select preferred payment method:  Wire Transfer  ACH  Check

Name of Bank: \_\_\_\_\_

Address of Bank: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Bank Phone #: \_\_\_\_\_

ABA (Routing #): \_\_\_\_\_

Account #: \_\_\_\_\_

Name on Account: \_\_\_\_\_

Federal, State or Individual SS #: \_\_\_\_\_

Name of Brokerage Firm (if applicable): \_\_\_\_\_

Brokerage Account # (if applicable): \_\_\_\_\_

***In the event Incumbent will not provide information for Wire Transfer or ACH, Incumbent acknowledges that all payments will be made by check.***

**Acknowledged by Incumbent:** \_\_\_\_\_  
***(signature required only if Incumbent does not want an electronic funds transfer)***

**III. TAX INFORMATION**

The Internal Revenue Service and state tax authorities require Sprint to report all transactions, even if the transaction is exempt from taxation (if so, it will be reported to the IRS as a like-kind exchange). Therefore, it is necessary for Sprint to collect the information below. If you have specific questions about your tax implications in this transaction, you should consult your own accountant or financial advisor.

Incumbent’s Federal, State or Individual Tax ID #,  
FEIN (Federal) or SSN (individuals): \_\_\_\_\_

State(s) – sales tax license, resale permit,  
employment, etc.): \_\_\_\_\_

Local (if applicable): \_\_\_\_\_

Current State and County location for your  
principal executive office: \_\_\_\_\_

If there has been more than one location for the  
principal executive office within the past five (5)  
years, list each such City/County/State location: \_\_\_\_\_  
\_\_\_\_\_

**IV. FINANCIAL RECONCILIATION CONTACT INFORMATION (indicate one)**

A. Check here if *same* as indicated in Item I above \_\_\_\_\_

B. Fill in below if *different* from Item I above as follows:

Financial Contact Name: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

*I hereby acknowledge that all of the information provided herein is true and correct as of the date signed below.*

**Incumbent Signature:** \_\_\_\_\_

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

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

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

**EXHIBIT 2**

Reconciliation Documentation

**Certification of Labor**

Incumbent hereby certifies that the internal labor information provided under the Agreement is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the the number of planning and reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate (as that term is defined in the Agreement) ("Units") and/or the number of internal labor hours incurred in performing planning and reconfiguration tasks for each labor category on the TA-approved Cost Estimate ("Hours") were for 800 MHz Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor at <http://www.800ta.org/content/PDF/policy/IncumbentLaborRatePolicy.pdf> as of the date of this statement. Incumbent acknowledges that the reconciliation documentation and related supporting records for the Agreement are subject to the TA's Review Rights (as that term is defined in the Agreement).

Incumbent Name: \_\_\_\_\_

Related Invoice #'s: \_\_\_\_\_

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

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

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

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

**EXHIBIT 2**

Reconciliation Documentation

**Time Sheet Documentation**

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

**Certification**

Incumbent hereby certifies that the internal labor information provided under the Agreement is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the the number of planning and reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate (as that term is defined in the Agreement) ("Units") and/or the number of internal labor hours incurred in performing planning and reconfiguration tasks for each labor category on the TA-approved Cost Estimate ("Hours") were for 800 MHz Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor at <http://www.800ta.org/content/PDF/policy/IncumbentLaborRatePolicy.pdf> as of the date of this statement. Incumbent acknowledges that the reconciliation documentation and related supporting records for the Agreement are subject to the TA's Review Rights (as that term is defined in the Agreement).

Incumbent Name: \_\_\_\_\_

\* Please note: Specific date when work was completed must be provided. Date ranges are not accepted.

Related Invoice #'s: \_\_\_\_\_

\*\* Please note: A total should be provided for each Schedule C category. Subtotals can be provided within the page or a separate page can be used for each category/grouping.

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

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

\*\*\* Please note: Hourly rates may not exceed the Schedule C negotiated rate for similar reconfiguration/Planning Activities unless accompanied by an approved change notice that explains why a higher rate was necessary to complete reconfiguration/planning.

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

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

**EXHIBIT 2**

Reconciliation Documentation

**Per Unit Documentation**

DEAL ID:

DEAL NAME:

<b>*Schedule C Category of Work</b>	<b>Description of Work Performed (ties back to Schedule C)</b>	<b>** Quantified Units</b>	<b>***Rate (per Unit)</b>	<b>Total Cost</b>

**Certification**

Incumbent hereby certifies that the internal labor information provided under the Agreement is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the the number of planning and reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate (as that term is defined in the Agreement) ("Units") and/or the number of internal labor hours incurred in performing planning and reconfiguration tasks for each labor category on the TA-approved Cost Estimate ("Hours") were for 800 MHz Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor at <http://www.800ta.org/content/PDF/policy/IncumbentLaborRatePolicy.pdf> as of the date of this statement. Incumbent acknowledges that the reconciliation documentation and related supporting records for the Agreement are subject to the TA's Review Rights (as that term is defined in the Agreement).

Incumbent Name: \_\_\_\_\_

\* Please note: A total should be provided for each Schedule C category. Subtotals can be provided within the page or a separate page can be used for each category/grouping.

Related Invoice #'s: \_\_\_\_\_

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

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

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

\*\*\* Please note: Per unit rates may not exceed the Schedule C negotiated rate for similar reconfiguration/Planning Activities unless accompanied by an approved change notice that explains why a higher rate was necessary to complete reconfiguration/planning.

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

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