

2-27-07

City of Alexandria, Virginia

MEMORANDUM

DATE: FEBRUARY 23, 2007

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: JAMES K. HARTMANN, CITY MANAGER *J*

SUBJECT: PLANNING FUNDING AGREEMENT BETWEEN NEXTEL AND THE CITY FOR THE CONFIGURATION OF PUBLIC SAFETY COMMUNICATIONS EQUIPMENT

ISSUE: Planning Funding Agreement Between Nextel and the City for the Configuration of Public Safety Communications Equipment

RECOMMENDATIONS: That City Council approve the Planning Funding Agreement and authorize the City Manager to execute all necessary documents.

DISCUSSION: The purpose of this proposed agreement is to comply with a Federal Communications Commission (FCC) order which reconfigured the frequency allocations on the 800 megahertz band. This includes the frequency allocations on which the City and Nextel are currently authorized to operate (respectively, the "Incumbent Frequencies" and "Replacement Frequencies"). The City uses the Incumbent Frequencies for its public safety communications.

Nextel and the City intend to enter into a 800 MHz Frequency Reconfiguration Agreement that will define the parties' respective obligations regarding the reconfiguration, including without limitation Nextel's obligation to pay for reasonable costs incurred in effecting the reconfiguration.

Because of the interference that occurs on this frequency, Nextel will pay for all State and local jurisdictions across the United States to reconfigure their service to address this issue.

FISCAL IMPACT: None

ATTACHMENTS: Planning Funding Agreement.

STAFF:

David Baker, Chief of Police
Mark Jinks, Deputy City Manager
Michele Evans, Deputy City Manager
Phil Antonucci, Commander, Technical Services Division
Dale Johnson, Radio Systems Manager
Roderick B. Williams, Assistant City Attorney

**PLANNING FUNDING AGREEMENT
[800 MHZ RECONFIGURATION]**

This PLANNING FUNDING AGREEMENT ("Agreement") is made this ____ day of ____, 200__, by and between the City of Alexandria, a municipal corporation of the Commonwealth of Virginia ("Incumbent"), having an address of 2003 Mill Rd., Alexandria, VA 22314, and Nextel Operations, Inc., a wholly owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation ("Nextel") having an address of 2001 Edmund Halley Drive, Reston, VA 20191. Nextel 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 Nextel 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. The August 6, 2004 and December 22, 2004 FCC orders, any binding actions issued by the Transition Administrator 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, Nextel and Incumbent intend to enter into a 800 MHz Frequency Reconfiguration Agreement ("Reconfiguration Agreement") that will define the Parties' respective obligations regarding the Reconfiguration, including without limitation Nextel's obligation to pay for reasonable costs incurred in effecting the Reconfiguration.

AGREEMENT:

1. **Planning Cost.** In order to facilitate negotiation of the 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, Nextel will pay the cost of the planning activities identified on Schedule C attached hereto ("Planning Cost") in an amount not to exceed the Planning Cost estimate set forth on Schedule C ("Planning Cost Estimate"). All Planning Costs incurred for internal labor must be consistent with the Transition Administrator Incumbent Labor Rate Reimbursement Policy as set forth at www.800TA.org. The planning activities and deliverables identified in Schedule B will commence upon execution by both Parties of this Agreement ("Agreement Execution") and will be completed no later than six (6) months following Agreement Execution.
2. **Payment Terms.** Nextel will make payments 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. **Confidentiality.** The terms of this Agreement and any proprietary, non-public information regarding the Incumbent Frequencies, Replacement Frequencies, Nextel'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

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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. Nextel, 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 Staff Order DA 07-27, WT Docket No. 02-55, adopted January 8, 2007.

4. **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 supporting evidence related to the costs that Incumbent has expended in connection with planning activities related to the Reconfiguration and that Nextel 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 Closing, as defined in Section 7, 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.
5. **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 the Transition Administrator has approved the change in writing and both Parties have signed an amendment incorporating such approved change into this Agreement pursuant to Section 13.
6. **Disputes.** The Parties agree that any dispute related to Nextel'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.
7. **Closing.** The closing ("Closing") of the transactions contemplated by this Agreement will take place after delivery by Incumbent to Nextel of: (i) all receipts, invoices and other documentation required to substantiate the actual costs of the planning activities contemplated by the Planning Cost Estimate ("Actual Planning Costs"), and certification that any Actual Planning Costs incurred for internal labor are consistent with the Transition Administrator policy on Incumbent Labor Rate reimbursement as identified at www.800TA.org; and (ii) a copy of all deliverables required to be

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delivered pursuant to the Statement of Work. Prior to Closing, Incumbent will submit to Nextel documentation (including without limitation invoices, receipts, and timesheets or equivalent documentation) demonstrating the Actual Planning Costs. Upon receipt by Nextel of documentation of the Actual Planning Costs, Nextel and Incumbent will reconcile the Actual Planning Costs against the payments made by Nextel to Incumbent pursuant to this Agreement and the Parties will agree upon the amount of any additional payments due to Incumbent or any refunds due to Nextel.

8. **Reconciliation**. The effective date of agreement on reconciliation of the Actual Planning Costs and signing of the Closing documents by both Parties is considered the "Planning Funding Reconciliation Date." Any additional payments due to Incumbent from Nextel will be disbursed to Incumbent within thirty (30) days of the Planning Funding Reconciliation Date, provided the additional payments do not result from Actual Planning Costs that exceed the Planning Cost Estimate. Any refunds due to Nextel from Incumbent will be made within thirty (30) days of the Planning Funding Reconciliation Date. In the event Incumbent's Actual Planning Costs exceed the Planning Cost Estimate, Incumbent must submit a Planning Funding Change Notice pursuant to Section 5 of this Agreement describing the change in scope of work that resulted in Incumbent's Actual Planning Costs exceeding the Planning Cost Estimate. Approval of any Planning Funding Change Notice will not be automatic but will be processed in accordance with Section 5 of this Agreement. Additional payments due to Incumbent, which result from an excess of Actual Planning Costs over the Planning Cost Estimate, as agreed on the Planning Funding Reconciliation Date, will be disbursed to Incumbent within thirty (30) days of the Transition Administrator's approval of a Planning Funding Change Notice and execution by both Parties of an amendment incorporating such approved change into this Agreement pursuant to paragraph 13.
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 Nextel 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 Nextel 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 Nextel determines, in its discretion, to be adverse to its interests. Provided, however, that the Incumbent may challenge Nextel's determination of adversity with such dispute being resolved pursuant to Section 6 of this Agreement (Disputes). In the event of termination due to an Adverse Decision, Nextel will pay Incumbent for all costs incurred up to the date of termination that would have been approved and paid had the Agreement not been terminated. However, this payment will not be a discharge of any surviving Nextel obligations to the Incumbent under the Order. In the event of termination, Nextel shall pay all costs associated with the return to the *status quo ante* except if such termination was due to an uncured material breach by Incumbent.
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:

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<p>If to Incumbent, to:</p> <p>City of Alexandria 2003 Mill Road Alexandria, VA 22314 Attn: Dale Johnson Phone: (703) 838-6360 Fax: (703) 838-6345</p> <p>With a copy that shall not constitute Notice:</p> <p>Miller & Van Eaton 1155 Connecticut Avenue, N.W., Suite 1000 Washington, D.C. 20036-4320 Attn: James R. Hobson Phone: (202) 785-0600 Fax: (202) 785-1234</p>	<p>If to Nextel, to:</p> <p>Nextel Operations, Inc. c/o Sprint Nextel Corporation 2000 Edmund Halley Drive Reston, VA 20191 Attn: Heather P. Brown, Esq. Phone: (703) 433-4000 Fax: (703) 433-4483</p> <p>With a copy that shall not constitute Notice:</p> <p>Sprint Nextel Corporation 6575 The Corners Parkway Norcross, GA 30092 Attn: William M. Jenkins, VP Spectrum Resources Phone: (770) 326-7484 Fax: (678) 405-8252</p>
	<p>And a copy that shall not constitute Notice to:</p> <p>Sprint Nextel Corporation Attn: Rob Easton, Director, Spectrum Development 114 Coronation Circle Bountiful, UT 84010 Fax: (801) 296-6556 Phone: (801) 294-4810</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 Nextel, 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 3, 4, 5, 8, 9 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)

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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 Commonwealth of Virginia 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 Alexandria, Virginia

NEXTEL:
Nextel Operations, Inc.

By: _____

By: _____

Name:

Name:

Title:

Title:

SCHEDULE A

INCUMBENT LICENSE(S) INVOLVED IN PLANNING ACTIVITIES

Licensee Organization Name: City of Alexandria, Virginia

Licensee City, State and Zip: Alexandria, Virginia 22314

800 MHz Call Signs (One Call Sign Per Cell)			
WNPQ539	WNFS909 ^{PA}	WQCZ774 ^{STA}	WQDH919 ^{STA}
WPGU294			

Please note the following license conditions:

- a) WNFS909 – (PA) Regular status call sign with pending license application
- b) WQCZ774 – (STA) Special Temporary Authority, Granted 12/13/06
- c) WQDH919 – (STA) Special Temporary Authority, Expired 08/26/2006 (Incumbent is actively seeking a license on a permanent basis from the FCC for the frequencies under this call sign.)

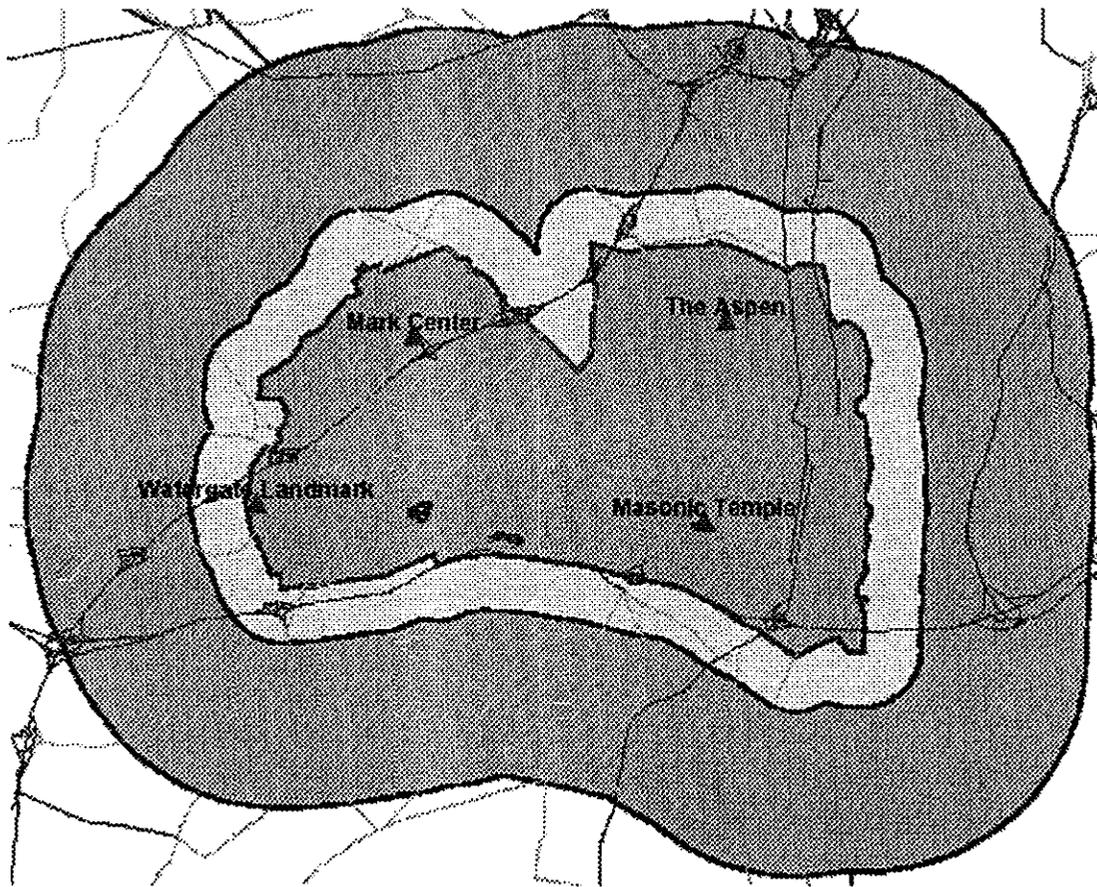
SCHEDULE B

STATEMENT OF WORK

1.0 System Description

Narrative System Description:

The City of Alexandria Public Safety system consists of a four (4) site trunked simulcast MOTOROLA ASTRO system that operates in Dual-Mode, analog / digital. All transmitter sites share eleven (11) 800 MHz channels. The 800 MHz radio sites are shown below.



Prime RF site: Masonic Temple
Remote RF sites: Mark Center, The Aspen, Masonic Temple & Watergate

Police PSAP
Secondary PSAP Fire PSAP (non-800 MHz radio site)
Master & Primary PSAP: Police PSAP (non-800 MHz radio site)

Note: The Masonic Temple and the Mark Center are equipped with the NPSFAC 800 MHz Mutual Aid Channels.

Table System Description:

<u>System Description</u>	
Number of <u>mobile</u> units covered by this RFPF	858
Number of <u>portable</u> units covered by this RFPF	1064
Number of channels covered by this RFPF	11
Number of sites to be inventoried under this RFPF	Mark Center Masonic Temple The Aspen Watergate Landmark
Number of entities using the system covered by this RFPF	6

2.0 Frequency Analysis

CTA Communications, Inc. (CTA) will assess the suitability of the channels proposed by the TA to the licensee, City of Alexandria, in several areas. The possibility of co-channel interference will be evaluated and identified. In order to be acceptable, the channels proposed must be compatible with the frequency sensitive equipment at each site such as antennas, transmitter combiners, receiver multi-couplers, tower-top amplifiers, and filters. The channels must not cause interference within the system radio equipment. They also must not cause interference to or from other radio equipment located at the site(s). CTA will provide a report and recommendation to the City of Alexandria to accept the proposed channels or request a change based on an identified problem.

2.1 Co-channel Analysis

CTA will do an interference analysis based on the identification and location of co-channel users to the City of Alexandria's system on a site by site basis and include the results in our report and recommendation. A contour analysis will be conducted of co-channel stations less than 113 km from each licensed site and the report will show the comparability of the new frequencies to the old frequencies.

2.2 Combiner and Receiver Multi-coupler Suitability

CTA, with the assistance from the City of Alexandria, will inventory and assess the compatibility of all system frequency sensitive equipment at each site, with the proposed frequencies. The components will be identified from individual surveys of all sites and research of records. The components will include antennas, transmitter combiners, receiver multi-couplers, tower-top amplifiers, and filters. The evaluation will be based on the performance rating of the manufacturer and the capability of the components to accept the proposed frequencies along with the remaining frequencies without unacceptable losses and degradation to the system operation. Our report will identify problems and recommend solutions.

2.3 Intermodulation Study

CTA, with the assistance from the City of Alexandria, will identify, by individual survey and research, all frequencies in use on or within the affected proximity of each site. This data will be used to perform an intermodulation study for each site identifying potential interference to or from co-located radio equipment. Our report will identify any potential interference problems and recommend solutions.

Frequency Analysis deliverables include:

Deliverables	Estimated Date of Completion
Co-channel Analysis Study	6 Months following Agreement Execution
Combiner/Multicoupler/Antenna Suitability Study	6 Months following Agreement Execution
Consolidated Frequency Analysis Report	6 Months following Agreement Execution
Intermodulation and Transmitter Noise – Receiver Desensitization (TNRD) Study	6 Months following Agreement Execution

Internal Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
Frequency Analysis							
Combiner Suitability	Start Date	6 Months	4	53.33	\$213.32		<i>Alexandria System Manager and others</i>
Intermodulation Study	Start Date	6 Months	16	53.26	\$852.16		<i>Alexandria System Manager and others</i>
Total Internal Cost			20		\$1,065.48		

Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Frequency Analysis							
Co-channel Analysis	Start Date	6 Months	8	150.74	1,205.92		<i>CTA Communications</i>
Combiner Suitability	Start Date	6 Months	10	175.00	1,750.00		<i>Motorola</i>
			10	141.19	1,411.90		<i>CTA Communications</i>
IM / TNRD Studies	Start Date	6 Months	19	175.00	3,325.00		<i>Motorola</i>
			30	141.70	4,251.00		<i>CTA Communications</i>
Total Vendor Cost					\$11,943.82		

3.0 System Inventory

The City of Alexandria, with assistance from CTA, will identify all radio and system equipment located at all sites and all subscriber mobiles, portables, and control stations.

3.1 Infrastructure Inventory

The City of Alexandria, with the assistance of CTA, will identify and list all system infrastructure at four radio sites including base stations, and system control equipment as well as antenna system components as well as two non-collocated control point sites that support these changes. CTA will assist in identifying the equipment with site surveys and will enter the equipment in its Asset Management Program to assist in the assessment of reconfiguration actions and tracking of progress during the reconfiguration process.

3.2 Subscriber Inventory

The City of Alexandria will identify all subscriber radio equipment including mobiles, portables, and control stations. CTA will review the list for inclusion of all necessary information, and assist in identifying missing items or

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information. CTA will enter all subscriber equipment in its Asset Management Program to assist in the assessment of reconfiguration actions and tracking progress during the reconfiguration process.

System Inventory deliverables include:

Deliverables	Estimated Date of Completion
Infrastructure Inventory Report	6 Months following Agreement Execution
Subscriber Inventory Report	6 Months following Agreement Execution

Internal Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
System Inventory							
Infrastructure Inventory	Start Date	6 Months	48	53.33	2,559.84		<i>Alexandria Staff Liaison and others</i>
Subscriber Inventory	Start Date	6 Months	20	49.93	998.60		<i>Alexandria Program Manager and others</i>
Total Internal Cost					\$3,558.44		

Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
System Inventory							
Infrastructure Inventory	State Date	6 Months	48.00	175.00	8,400.00		<i>Motorola</i>
			40.00	127.71	5,108.40		<i>CTA Communications</i>
Subscriber Inventory	State Date	6 Months	63.00	124.85	7,865.55		<i>CTA Communications</i>
Total Vendor Cost					\$21,373.95		

4.0 Engineering/Implementation Planning

The successful reconfiguration, one with a minimum of disruption to the public safety users, on a complex system such as that of the City of Alexandria, requires careful planning. That planning consists of several tasks including recognizing and planning for interoperability with neighboring systems and other agencies interfaced with on a day to day basis or in cases of joint emergency conditions. It requires generation of a reconfiguration design which includes specific steps for site and subscriber reconfiguration, a fall-back plan, and test plans for baseline testing and acceptance testing.

4.1 Interoperability Planning

CTA, with the assistance from the City of Alexandria, will generate an interoperability matrix showing all of the users, besides the incumbent, who are using the incumbent's system for interoperability or mutual aid thru either a Memorandum of Understanding or Interoperability Agreement. It will also show which systems, other than that of the licensee, are programmed into the licensee's subscriber equipment for interoperability and the details of that programming. This information will be used in generating the Method of Procedures (MOP), programming templates, and coordination of the reconfiguration to prevent loss of interoperability during the process. The report will include labor hours and rates for these tasks.

4.2 Site Reconfiguration

The radio system's manufacturing representative Motorola, with the information provided by, and with the assistance of, CTA and the licensee will generate a MOP which will detail the steps, timeline, resources needed, and cut-over steps for performing the site reconfiguration with a minimum of disruption and continued interoperability. CTA will participate in this process and recommend approval of the final plan.

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A fall-back and contingency plan will be developed in parallel to mitigate problems that may occur during the reconfiguration process. The MOP will include the fall-back and contingency plan which will include labor hours and rates for these tasks.

CTA will develop, with repeatability, a Baseline Test Plan (BTP), to be implemented prior to reconfiguration and an Acceptance Test Plan (ATP) to be implemented after reconfiguration to demonstrate comparable facility operation. The deliverable Baseline and Acceptance Test Plan will include labor hours and rates for these tasks.

4.3 Retune/Reprogram/Replace Determination

Armed with the inventory and Asset Management data developed by CTA and the City of Alexandria, Motorola will make a suitability assessment of the equipment for rebanding. CTA will assist the City of Alexandria with providing a list of templates, and assuring the accuracy and completeness of the inventory list. The evaluation of the infrastructure and subscriber equipment will provide a retune, reprogram upgrade or replace decision for each piece of equipment that is affected by rebanding. A list of required kits, software, and/or upgrades will be compiled for each piece of equipment, including, where required, a replacement recommendation. CTA will review and approve this list. The MOP for Subscribers will include labor and material/software costs, where required, and replacement cost where necessary.

Engineering/Implementation Planning deliverables include:

Deliverables	Estimated Date of Completion
Interoperability Plan section of Reconfiguration Design	6 Months following Agreement Execution
Methods of Procedures for Site Reconfiguration	6 Months following Agreement Execution
Cutover and fallback section of Reconfiguration Design	6 Months following Agreement Execution
Baseline and Acceptance Test Plan	6 Months following Agreement Execution
Suitability Assessment Report	6 Months following Agreement Execution

Internal Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
Engineering/Implementation Planning							
Interoperability Planning	Start Date	6 Months	18	50.68	912.28		Alexandria Department Head and others
Planning Initialization Meeting	Start Date	6 Months	2	60.28	120.56		Alexandria Department Head and others
Preliminary Assessment Form	Start Date	6 Months	9	51.57	464.16		Alexandria Department Head and others
Develop Order of Magnitude Cost	Start Date	6 Months	12	45.88	550.60		Alexandria Department Head and others
Initialization Meeting	Start Date	6 Months	34	45.51	1,547.28		Alexandria Department Head and others
Review Subscriber Assessment Report	Start Date	6 Months	14	45.06	630.84		Alexandria Department Head and others
Total Internal Cost			89		\$4,225.72		

Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Engineering/Implementation Planning							
Interoperability Planning	State Date	6 Months	5.00 33.00	175.00 160.46	875.00 5,295.18		<i>Motorola CTA Communications, Inc.</i>
Site Reconfiguration	State Date	6 Months	84.00 73.00	175.00 172.59	14,700.00 12,599.07		<i>Motorola CTA Communications, Inc.</i>
Retune/Reprogram/Replace Determination	State Date	6 Months	43.00 24.00	175.00 158.25	7,525.00 3,798.00		<i>Motorola CTA Communications, Inc.</i>
Total Vendor Cost					\$44,792.25		

5.0 Legal

The legal firm of Miller & Van Eaton (MVE) will represent the City of Alexandria, as requested, in any legal matters associated with the reconfiguration planning process. The City of Alexandria's staff attorney will have over-site and participate to the extent the City of Alexandria's regulations require his/her approval of Contracts and Agreements made with the City of Alexandria. Specifically, involvement in activities relating to consultant and/or Vendor Contracts or Agreements is expected.

5.1 Negotiations/Contract Review

MVE will lead the negotiations between the City of Alexandria and Sprint Nextel. MVE will read and advise the City of Alexandria on pertinent FCC and TA documents, review the client's rebanding objectives for consistency with FCC orders, help to create and review for legal sufficiency and regulatory compliance the City of Alexandria and vendor funding requests, negotiate rebanding agreement (including the RFPF and assist in, participate, and advise on any planning expense tune-ups).

Internal Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
Legal							
Negotiations/Contract Review	Start Date	6 Months	12	63.55	762.60		<i>ALEXANDRIA Attorney</i>
Total Internal Cost					762.60		

Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Legal							
Negotiations/Contract Review	Start Date	6 Months	40.00	350.00	14,000.00	400.00	<i>Miller & Van Eaton, PLLC</i>
Total Vendor Cost					\$14,000.00	400.00	

6.0 Project Management

As an agent of the City of Alexandria for reconfiguration, CTA will oversee and coordinate the planning process and activities of all parties involved with approvals, as necessary, from the City of Alexandria. While the City of Alexandria and each participating vendor have Project Management roles and/or activities, CTA will coordinate these individual planning activities towards a mutually acceptable Planning Funding Agreement and subsequent Frequency Reconfiguration

Agreement.

6.1 Planning Support

This task category includes activities such as preparation of the Request for Planning Funding documents and amendments incorporating inputs from the City of Alexandria and participating vendors: CTA, Miller & Van Eaton, and Motorola; project set-up and records keeping; coordination of and participation in meetings and teleconferences; written correspondence, phone calls, and e-mails; day-to-day project coordination; and time accounting and invoicing. In addition for the City of Alexandria, it includes activities relating to the selection of a consultant and/or the negotiated Agreement therewith.

6.2 Negotiations Support

CTA and Miller & Van Eaton will lead the negotiations with Sprint Nextel with the participation of the City of Alexandria and Motorola. It is anticipated that most of the negotiation sessions will be by teleconference and that is the basis for the estimated time. In addition to the actual negotiation time, there is time allotted for research relating to responses to questions and requests for clarification or additional detail and/or justification of costs.

Project Management deliverables include:

Deliverables	Estimated Date of Completion
Request for Planning Funding (Draft)	6 Months following Agreement Execution

Internal Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
Project Management							
Project Management	Start Date	+25 Weeks	28	47.51	1330.40		Program Manager and others
Initialization Meeting and Planning	Start Date	+25 Weeks	34	43.62	1483.12		Program Manager and others
Day-to-Day Correspondence and Phone	Start Date	+25 Weeks	18	47.12	848.12		Program Manager and others
Time Accounting	Start Date	+25 Weeks	11	45.80	503.76		Program Manager and others
Reconfiguration Process Education	Start Date	+25 Weeks	8	52.26	418.08		Program Manager and others
Negotiation Contract with CTA	Start Date	+25 Weeks	19	56.92	1081.47		Program Manager and others
Negotiate Planning Funding Agreement with Nextel	Start Date	+25 Weeks	12	53.60	643.16		Program Manager and others
Negotiate Frequency Relocation Agreement with Nextel	Start Date	+25 Weeks	12	53.60	643.16		Program Manager and others
Total Internal Cost			142		\$6,951.27		

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	Start Date	6 Months	102.00	175.00	17,850.00		Motorola
			252.75	168.20	42,512.55		CTA Communications,

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Negotiations Support	State Date	6 Months	18.00 101.45	175.00 186.84	3,150.00 18,954.92		<i>Inc.</i> <i>Motorola CTA Communications, Inc.</i>
Total Vendor Cost					\$82,467.47	\$1,433.00 (CTA)	

7.0 Other

Because the City of Alexandria is located in the National Capitol Region (NCR) and its radio system interoperates with many others in the NCR, it is imperative that the City of Alexandria's reconfiguration effort be closely coordinated with others in the region. To this end representatives from the City of Alexandria, CTA, MVE, and often Motorola, have been attending bi-weekly meetings in Fairfax, Virginia in an effort to come up with a schedule and plan to coordinate the reconfiguration efforts of the NCR members so as to maintain interoperability during and after the process. Attendance in past meetings and anticipated attendance in future meetings along with preparation and follow-up time is included in this category. Labor time and expenses for CTA are included for two meetings per month for five months and four meetings that have already been attended. Each meeting requires a round trip of 350 mi. @ \$0.445 per mi. plus one per-diem per trip @ \$200.00.

Since CTA is working with several clients that are a part of the NCR, we are distributing the cost for our participation in these meetings among all clients. For that reason our estimated cost for this RFPF will be for only four of the 16 projected meetings. This is not true for the City of Alexandria who may be represented at all of the meetings.

The other expenses in this category are for the inventory, analysis, and inclusion in planning and reports for vehicular repeater or BDA systems in the reconfiguration project.

Other deliverables include:

Deliverables	Estimated Date of Completion
Interoperability coordination with NCR	6 Months following Agreement Execution
Vehicular Repeater and/or BDA Inclusion	6 Months following Agreement Execution

Internal Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
Other (explain)							
BDA Identification	Start Date	6 Months	6	43.99	263.94		<i>Alexandria Program Manager and others</i>
National Capitol Region (NCR) Meetings	Start Date	6 Months	96	59.50	5,712.00		<i>Alexandria Department Head</i>
Total Internal Cost			112		\$5,975.94		

Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Other (explain)						4,330.00	
Interoperability planning and coordination for National Capitol Region	State Date	6 Months	40 52	175.00 187.00	7,000.00 9,724.00		<i>Motorola CTA Communications, Inc.</i>
MOSCAD system with 3-RTUs.	State Date	6 Months	3.00	175.00	525.00		<i>Motorola</i>

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Additional analysis for tunnel amplifier system	State Date	6 Months	24.00	175.00	4,200.00		Motorola
BDA Identification	State Date	6 Months	6.00	191.25	1,147.50		CTA Communications, Inc
Total Vendor Cost					\$22,596.50	\$4,330.00 (CTA)	

7.0. Schedule

Alexandria estimates this work effort including , planning activities and the executed FRA will require approximately 6 months to complete from Agreement Execution.

<i>Timeline for Completion of Planning Activities and FRA Negotiations</i>	
Start Date	End Date
Agreement Execution Date	6 months from Agreement Execution

OVERALL SUMMARY LABOR COST ESTIMATE TABLE:

Planning Cost Category	Name of Internal and Vendor Service Provider(s)	Total Internal Costs (not to exceed) Alexandria	Total Vendor Costs (not to exceed/firm fixed price)	Expenses*	TOTAL (Internal Labor Costs + Vendor Costs + Expenses)
Frequency Analysis	Motorola		\$5,075.00		\$13,009.30
	CTA Communications, Inc.	\$1,065.48	\$6,868.82		
System Inventory	Motorola		\$8,400.00		\$24,932.39
	CTA Communications, Inc.	\$3,558.44	\$12,973.95		
Engineering and Implementation Planning	Motorola		\$23,100.00		\$49,017.97
	CTA Communications, Inc.	\$4,225.72	\$21,692.25		
Legal	Miller & Van Eaton, PLLC	\$762.60	\$14,000.00	\$400.00	\$15,162.60
Project	Motorola	\$6,951.27	\$21,000.00		\$90,841.74

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Management	CTA Communications, Inc.		\$61,467.47	\$1,423.00	
Other	Motorola		\$11,725.00		\$32,902.44
	CTA Communications, Inc.	\$5,975.94	\$10,871.50	\$4,330.00	
Total Estimated Planning Costs					\$225,865.44

SCHEDULE C

800 MHZ RECONFIGURATION

PLANNING COST ESTIMATE – CERTIFIED REQUEST

Incumbent's Name: City of Alexandria, Virginia

Request for Planning Funding

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

Incumbent Payment Terms: Nextel 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. Nextel will pay Incumbent Eleven Thousand Two Hundred Sixty-Nine Dollars and Seventy-Three Cents (\$11,269.73) within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit 1). Nextel will make an interim payment to Incumbent in the amount of Six Thousand Seven Hundred Sixty-One Dollars and Eighty-Three Cents (\$6,761.83) within sixty (60) days after receipt of the fully executed Agreement and fully completed Incumbent Information Form. Nextel 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. Nextel will pay each Planning Vendor within 30 days after receipt by Nextel of (A) an invoice from the Planning Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Planning Vendor invoice.

Description of Planning Work To Be Performed	Payee (separately identify Incumbent and each Planning Vendor being paid for work performed)	Planning Cost Estimate for Incumbent and each Planning Vendor (Not to exceed listed amount)
Legal – See Statement of Work <u>Schedule B</u>	City of Alexandria Miller & Van Eaton	\$762.60 \$14,400.00
Frequency Analysis – See Statement of Work <u>Schedule B</u>	Motorola City of Alexandria CTA	\$5,075.00 \$1,065.48 \$6,868.82
System Inventory – See Statement of Work <u>Schedule B</u>	Motorola City of Alexandria CTA	\$8,400.00 \$3,558.44 \$12,973.95
Engineering and Implementation	Motorola	\$23,100.00

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Planning – See Statement of Work <u>Schedule B</u>	City of Alexandria CTA	\$4,225.72 \$21,692.25
Project Management – See Statement of Work <u>Schedule B</u>	Motorola City of Alexandria CTA	\$21,000 \$6,951.27 \$62,890.47
Other – See Statement of Work <u>Schedule B</u>	Motorola City of Alexandria CTA	\$11,725.00 \$5,975.94 \$15,201.50
<u>Total Estimated Planning Costs</u>		\$225,865.44

Certification

Pursuant to the Order, Incumbent hereby certifies that the funds requested are the minimum necessary to support the planning activities to provide facilities comparable to those currently in use. Incumbent further certifies, to the best of Incumbent's knowledge, that any Planning Vendor costs listed on Schedule C are comparable to costs that Planning Vendor previously charged Incumbent for similar work.

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 AND FREQUENCY RECONFIGURATION TRANSACTION.

I. INCUMBENT INFORMATION

Please provide the following information:

Company/Name: _____
Contact: _____ Title: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____

If not identified in the contract, please provide the following:

If Incumbent is a Partnership, please provide name, address and phone numbers of all other partners:

Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
City/State/Zip: _____	City/State/Zip: _____
Phone: _____	Phone: _____

II. BANK ACCOUNT INFORMATION (Required for payment via electronic funds transfer.)

Name of Bank: Suntrust Bank **Address of Bank:** 1445 New York Avenue, NW
City/State/Zip: Washington, D.C. 20005
Bank Phone #: 202-879-6056
ABA (Routing #): 061000104
Account #: 009005358
Name on Account: City of Alexandria
Federal, State or Individual SS #: 54-6001103

Name of Brokerage Firm (if applicable): _____
Brokerage Account # (if applicable): _____

In the event Incumbent will not provide information for electronic funds transfer, Incumbent acknowledges that all payments made by check will be mailed within thirty (30) days of the date of performance required by Incumbent (for each payment) as stipulated in the Agreement.

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 Nextel 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 Nextel 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): 54-6001103G

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

Local (if applicable): City of Alexandria

Current State and County location for your
principal executive office: City of Alexandria

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:

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

Incumbent Signature: _____

Print Name: Jim Hartmann

Title: City Manager, City of Alexandria, Virginia

Date: _____