

Ordinance No. 123350

Council Bill No. 116904

AN ORDINANCE relating to the City Light Department; authorizing the Superintendent of Seattle City Light to execute an agreement with Nextel West Corporation to reconfigure certain 800 MHz radio frequencies licensed to City Light, including any other necessary or convenient related agreements or documents; and ratifying and confirming certain prior acts.

CF No. _____

Date Introduced:	<u>July 4, 2010</u>	
Date 1st Referred:	To:	Energy, Technology, and Civil Rights
<u>July 6, 2010</u>	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
<u>7-12-10</u>	<u>9-0</u>	
Date Presented to Mayor:	Date Approved:	
<u>7-13-10</u>	<u>July 16, 2010</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
<u>July 16, 2010</u>		
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____
Councilmember

Bruce A. Hewell

Committee Action:

7/7/10 PASS BH, RC, NL

7-12-10 Passed 9-0

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

LAW DEPARTMENT

Law Dept. Review OMP Review City Clerk Review Electronic Copy Loaded Indexed

ORDINANCE 123350

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2 AN ORDINANCE relating to the City Light Department; authorizing the Superintendent of
3 Seattle City Light to execute an agreement with Nextel West Corporation to reconfigure
4 certain 800 MHz radio frequencies licensed to City Light, including any other necessary
5 or convenient related agreements or documents; and ratifying and confirming certain
6 prior acts.

7 WHEREAS, the City Light Department ("City Light") is licensed to operate a specialized mobile
8 radio system on certain 800 MHz frequency bands at the locations identified on Schedule
9 A of the Frequency Reconfiguration Agreement, attached hereto as Attachment 1; and

10 WHEREAS, Nextel West Corporation ("Nextel West") is also licensed by the FCC to operate
11 certain 800 MHz frequencies; and

12 WHEREAS, The Federal Communications Commission ("FCC") issued a Report and Order on
13 August 6, 2004 (the "FCC Order"), modifying its rules governing the 800 MHz bands to
14 minimize harmful interference to public safety radio communications systems in the 800
15 MHz frequency band; and

16 WHEREAS, pursuant to the FCC Order, City Light must relinquish its license to the use of its
17 800 MHz frequencies in exchange for the relocation and reconfiguration of its mobile
18 radio system to certain replacement frequencies; and

19 WHEREAS, pursuant to the FCC Order, Nextel West must pay for all reasonable and necessary
20 costs associated with the relocation, reconfiguration and relinquishment of the radio
21 frequencies used by City Light provided that City Light meets certain conditions; and

22 WHEREAS, City Light wishes to cooperate with Nextel West in the relocation and
23 reconfiguration of its current 800 MHz system provided that Nextel West pays for all
24 reasonable and necessary costs associated with the relocation, reconfiguration and
25 relinquishment of City Light's current 800 MHz frequencies; NOW, THEREFORE,

26 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

27 Section 1. As requested, the Superintendent of Seattle City Light is authorized to
28 execute, for and on behalf of The City of Seattle, a Frequency Reconfiguration Agreement with
Nextel West substantially in the form attached hereto as Attachment 1, to allow the permanent



1 relocation, reconfiguration and relinquishment of its 800 MHz radio frequencies specified in
2 Schedule A of the Frequency Reconfiguration Agreement. The Superintendent of City Light is
3 also authorized to execute, for and on behalf of The City of Seattle, any other related agreement
4 or document that is necessary or convenient to implement the relocation, reconfiguration and
5 relinquishment of City Light's current 800 MHz radio frequencies.

6
7 Section 2. Any act consistent with the authority of this ordinance that is taken after its
8 passage but prior to its effective date is hereby ratified and confirmed.

1 Section 3. This Ordinance shall take effect and be in force 30 days from and after
2 approval by the Mayor, but if not approved and returned by the Mayor within ten days after
3 presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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5 Passed by the City Council the 12th day of July, 2010, and
6 signed by me in open session in authentication of its passage this

7 12th day of July, 2010.

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10 
11 President _____ of the City Council

12 Approved by me this 16 day of July, 2010.

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14 
15 Michael McGinn, Mayor

16 Filed by me this 16th day of July, 2010.

17
18 
19 City Clerk

20 (Seal)

21
22
23 Attachment 1 – Frequency Reconfiguration Agreement (including Schedules and Exhibits)
24 Schedule A: City Light Frequencies
25 Schedule B: Replacement Frequencies
26 Schedule C: 800 MHz Reconfiguration Cost Estimate – Certified Request
27 Exhibit A: City Light Information



- Exhibit B(1): Reconciliation Documentation – Certification of Labor
- Exhibit B(2): Reconciliation Documentation – Time Sheet Documentation
- Exhibit B(3): Reconciliation Documentation – Per Unit Summary Documentation
- Exhibit C: Implementation Plan and Cost Estimate

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FREQUENCY RECONFIGURATION AGREEMENT

THIS FREQUENCY RECONFIGURATION AGREEMENT (this "Agreement") is made as of this ____ day of _____, 2010 ("Effective Date"), by and between **The City of Seattle** ("City"), through its **City Light Department** ("City Light"); and **Nextel West Corp.** ("Nextel"), a wholly owned indirect subsidiary of Sprint Nextel Corp., a Kansas corporation (each is referred to in this Agreement as a "Party" and collectively as the "Parties").

RECITALS

- A. On August 6, 2004, the Federal Communications Commission ("FCC") issued a report and Order that modified its rules governing the 800 MHz band. The purpose of the Order was to reconfigure the 800 MHz band to minimize harmful interference to public safety radio communications systems in the band ("Reconfiguration").
- 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, City Light and Nextel are licensed on frequency allocations subject to Reconfiguration.
- D. Pursuant to the Order, Nextel will pay City Light an amount to effect a Reconfiguration of City Light's affected frequency allocations ("Reconfiguration Cost"). City Light will certify to the transition administrator appointed pursuant to the Order (the "Transition Administrator") that the Reconfiguration Cost is the amount necessary to provide comparable facilities.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. **Frequencies to be Reconfigured:** City Light is the licensee under the license(s) granted by the FCC identified in Schedule A (the "City Light Licenses") for the operation of certain 800 MHz frequencies at the locations identified on Schedule A (the "City Light Frequencies"). Nextel, including its subsidiaries or affiliates, is the licensee under license(s) granted by the FCC (the "Nextel Licenses") for the operation of Specialized Mobile Radio ("SMR") systems on the frequencies and at the locations identified in Schedule B (the "Replacement Frequencies"). Pursuant to the Order, City Light must relinquish the City Light Frequencies and relocate its system to the Replacement Frequencies and Nextel must pay the reasonable and necessary cost of relocating the City Light Frequencies.

2. **Frequency Reconfiguration Process:**

(a) On or before the Closing Date (as defined below) (i) Nextel or City Light will cause the modification of the City Light Licenses to add the Replacement Frequencies or Nextel will cause the creation of a new FCC license for City Light that includes the Replacement Frequencies; (ii) City Light will cause the assignment of the City Light Frequencies to Nextel or will cause the deletion of the City Light



Frequencies from the City Light Licenses following Reconfiguration of City Light's system; and (iii) Nextel will cause the modification and/or cancellation of the FCC licenses it holds for the operation of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b) ("Section 90.621(b)"), as such rule may be amended from time to time by the FCC.

(b) The parties agree that Nextel will make the FCC assignment filings for the Replacement Frequencies on a future date to be determined by the parties through mutual agreement, as provided in Section 4. City Light reserves the right to make its own FCC filings for the Replacement Frequencies on such mutually agreed date, rather than relying on Nextel to do so, by so notifying Nextel in accordance with the Notice provision of this Agreement.

3. Reconfiguration Costs:

(a) Acknowledgement of Obligations. City Light agrees that:

(i) the cost estimate set forth in Schedule C (the "Cost Estimate") may be amended prior to the Closing Date (as defined below) in accordance with Section 7 (Changes) to reflect addition of costs and equipment associated with the reconfiguration of City Light's infrastructure;

(ii) after all of the work contemplated by the Cost Estimate has been performed in accordance with this Agreement and accepted and approved by City Light in accordance with the terms and conditions of City Light's approved Implementation Plan (attached to Schedule C), provided that such approval shall not be unreasonably withheld, and Nextel has paid all amounts required by this Agreement, City Light's reconfigured system shall be deemed for all purposes of the Order to be "comparable" to City Light's existing system prior to Reconfiguration, and Nextel shall be deemed to have satisfied its obligations under the Order to pay the cost of relocating City Light's system from the City Light Frequencies to the Replacement Frequencies; and

(b) Payment Terms. In order to facilitate City Light's transition to the Replacement Frequencies, Nextel will pay the costs incurred to reconfigure City Light's system in an amount not to exceed the Cost Estimate, except as otherwise allowed by this Agreement. Nextel will make payments in accordance with the payment terms identified on Schedule C for both payments made directly to City Light and payments made on behalf of City Light directly to each third party service vendor identified on the Cost Estimate ("Vendor").

(i) Within thirty (30) days of completion of City Light's reconfiguration and prior to the Reconciliation Date (as defined below), City Light will submit to Nextel documentation demonstrating the actual costs that City Light reasonably incurred or paid to other entities to reconfigure City Light's system ("Actual Costs"). The documentation of Actual Costs ("Documentation") required by Nextel from City Light may include but is not limited to the following: (A) invoices for Actual Costs that are associated with a category of work as identified on Schedule C; (B) receipts substantiating the Actual Costs including receipts for any travel expenses incurred by City Light such as hotel invoices, airfare receipts, etc.; (C) City Light's individual employee work orders, time sheets and associated general ledger records specifying the name of the person or employee performing work for City Light, the date work was performed, the hours worked and a description of the activity performed; (D) inventory lists and certified statements of the numbers of tasks completed for reconfiguration; (E) the applicable Exhibit B internal labor certifications. Upon receipt by Nextel of the Documentation for all Actual Costs and subject to Section 20(b); Nextel and City Light will reconcile the Actual Costs against the payments made by Nextel



to City Light (and Vendors, if applicable) and the Parties will agree upon the amount of any additional payments (subject to Section 7) due to City Light (or Vendors) or any refunds due to Nextel. The effective date of agreement on reconciliation of Actual Costs and receipt by Nextel of the Reconciliation Statement signed by City Light is the "Reconciliation Date".

(ii) Any additional payments due to City Light from Nextel will be disbursed to City Light within thirty (30) days of the Reconciliation Date, provided the additional payments do not result from Actual Costs that exceed the Cost Estimate (in which case the provisions of Section 3(b)(iii) of this Agreement will apply). Any refunds due from City Light to Nextel will be made within thirty (30) days of the Reconciliation Date.

(iii) In the event City Light's Actual Costs exceed the Cost Estimate, City Light must submit a Change Notice pursuant to Section 7 of this Agreement describing the change in scope of the work contemplated by the Cost Estimate believed to be necessary that resulted in City Light's Actual Costs exceeding the Cost Estimate. Approval of any Change Notice will not be automatic but will be processed in accordance with Section 7 of this Agreement. Additional payments due to City Light, which result from an excess of Actual Costs over the Cost Estimate, as agreed on the Reconciliation Date, will be disbursed to City Light within thirty (30) days of the Transition Administrator's approval of a Change Notice.

(iv) Prior to the Closing Date, Nextel will timely pay on behalf of itself and City Light, both Parties' applicable sales and transfer taxes, if any, and all FCC fees in connection with the preparation and filing of the necessary FCC applications for the assignment(s) described in Section 2 of this Agreement.

4. **Retuning Cooperation:** The Parties acknowledge that the number of frequencies and locations covered by this Agreement will require the Parties to cooperate closely in performing their respective reconfiguration activities. The Parties agree that: (i) as of the Effective Date, City Light may begin the reconfiguration of its subscriber units, in accordance with the appropriate sections of Schedule C, (ii) City Light may commence such other activities associated with the reconfiguration of its system as further detailed on Schedule C as of the Effective Date; and (iii) the Parties will agree on a schedule to make the FCC filings, clear the Replacement Frequencies and decommission City Light Frequencies (the "Schedule"). Depending on the timing of the adoption of this Schedule, it may require the submission of a Change Notice in accordance with Section 7 and/or an Amendment to this Agreement, but in any event the Parties agree to adopt the Schedule no later than: (a) sixty (60) days from the Effective Date of this Agreement, or (b) pursuant to a schedule agreed upon at a TA scheduled "Implementation Planning Session" that includes City Light's system, provided the Implementation Planning Session has been scheduled by the TA prior to the expiration of sixty (60) days from the Effective Date of this Agreement, or (c) such other date as the FCC may require. Notwithstanding the aforementioned, in the event the completion date in the Schedule for clearing the Replacement Frequencies and/or decommissioning the City Light Frequencies extends beyond the completion date for such task(s) in City Light's proposed implementation timetable (as submitted by City Light to the FCC in accordance with the Order), the completion date(s) in the Schedule may be subject to FCC approval.

5. **Representations and Warranties:** Each Party represents and warrants to the other as follows:

(a) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation;



(b) this Agreement has been duly authorized and approved by all required organizational action of the Party;

(c) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will conflict with, or result in any material violation or default under, any term of its articles of incorporation, by-laws or other organizational documents or any agreement, mortgage, indenture, license, permit, lease, encumbrance or other instrument, judgment, decree, order, law or regulation by which it is bound;

(d) it is the lawful and exclusive FCC licensee of its respective license(s) described in this Agreement, such licenses are valid and in good standing with the FCC, and it has the authority to request the FCC to assign, modify or cancel such licenses;

(e) there is no pending or threatened action or claim that would have the possible effect of enjoining or preventing the consummation of this Agreement or awarding a third party damages on account of this Agreement; and

(f) to the best of its knowledge, all information provided to the other Party concerning the transactions contemplated by this Agreement is true and complete.

All representations and warranties made in this Agreement shall survive the Closing (defined below) for two (2) years.

6. **Covenants:** From the Effective Date until the Closing Date (defined below), each Party will promptly notify the other Party of any pending or threatened action by the FCC or any other governmental entity or third party to suspend, revoke, terminate or challenge any license described in this Agreement or to investigate the construction, operation or loading of any system authorized under such licenses. From the Effective Date until the Closing Date, City Light will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any license for the City Light Frequencies, and Nextel will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any of the Replacement Frequencies.

7. **Changes:** The Parties acknowledge that as the Reconfiguration of City Light's facilities proceeds in accordance with the work contemplated by the Cost Estimate, the need for changes to the scope of such work may arise. The Parties agree that their review of any such needed changes must be performed expeditiously to keep the work on schedule and that they will provide sufficient staff to manage changes. If either Party believes that a change to the work contemplated by the Cost Estimate is required (including changes by Vendors), such Party will promptly notify the other Party in writing. Such written notice (the "Change Notice") shall set forth (i) a description of the scope of the change to the work contemplated by the Cost Estimate believed to be necessary and (ii) an estimate of any increase or decrease in the Cost Estimate and in the time required to reconfigure City Light's existing facilities to operate on the Replacement Frequencies. A Party receiving a Change Notice shall immediately perform its own analysis of the need for and scope of the change and its impact on the 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 23 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 Cost Estimate and in the time required to reconfigure City Light's existing facilities to operate on the Replacement Frequencies. City Light is responsible for all unauthorized changes necessary as it relates to work performed by a



Vendor on behalf of City Light. No change to the Cost Estimate, the work contemplated by the Cost Estimate or the time required to reconfigure City Light's existing facilities to operate on the Replacement Frequencies 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 23.

8. **Closing:** The closing ("Closing") of the transactions contemplated by this Agreement will take place after (i) FCC approval of the assignment of the City Light Frequencies to Nextel and/or deletion of the City Light Frequencies from the City Light Licenses, (ii) FCC approval of the modification to add the Replacement Frequencies to the City Light Licenses or the creation of a new license for City Light that includes the Replacement Frequencies, (iii) the earlier of notification by City Light to Nextel that the City Light Licenses are clear of all users and thirty-five (35) days following the date Nextel notifies City Light that the Replacement Frequencies have been decommissioned, (iv) delivery by City Light of all receipts, invoices and other documentation required to substantiate the Actual Cost and signing by City Light and delivery to Nextel of the Reconciliation Statement and other documents required to complete the Reconciliation similar to those identified on Exhibit B, (v) FCC approval of the modification and/or cancellation of the FCC licenses Nextel holds for the operation of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b), as such rule may be amended from time to time by the FCC, (vi) the refund to Nextel or payment to City Light as described in Section 3(b)(ii), (if applicable) and (vii) the satisfaction of all other conditions specified in this Agreement (the "Closing Date").

9. **Closing Conditions:** Performance of each Party's Closing obligations is subject to satisfaction of the following conditions (except to the extent expressly waived in writing by the other Party):

(a) the continued truth and accuracy of the other Party's representations and warranties set forth in this Agreement;

(b) all of the covenants of the other Party described in this Agreement are performed in all material respects; and

(c) execution and delivery by the other Party of Closing documents as well as any other Closing instruments and documents either Party or its counsel may reasonably request. City Light will execute and deliver to Nextel a closing certification required by the Transition Administrator ("Completion Certification").

(d) The Parties will cooperate in good faith and exercise their reasonable best efforts to finalize and execute these instruments and documents on or prior to the Closing Date in order to effect the Reconfiguration contemplated.

10. **Review Rights:** In order to enable the Transition Administrator to comply with its audit obligations under the Order, City Light agrees to maintain records and other supporting evidence related to the costs that City Light has expended in connection with the Reconfiguration contemplated by this Agreement and that Nextel has paid or will pay to City Light pursuant to this Agreement. City Light agrees to maintain such records and make them reasonably available to the Transition Administrator for review or reproduction until eighteen (18) months after the date of City Light's executed Completion Certification required by this Agreement or for a longer period if City Light, 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.

11. **Excluded Assets; No Assumption of Liabilities:** Nothing in this Agreement should be construed as a transfer or assignment from either Party to the other Party of any assets (including FCC licenses) except as expressly set forth in this Agreement. Other than as expressly provided in this Agreement, neither Party is obligated to assign and transfer to the other any asset, tangible or intangible, nor is either Party entitled to assume any asset, tangible or intangible. Neither Party is assuming, nor is either Party responsible for, any liabilities or obligations of the other Party arising out of or in connection with the other Party's licenses (or related systems and facilities) that are the subject of this Agreement.

12. **Confidentiality:** The terms of this Agreement and any proprietary, non-public information regarding the City Light Frequencies, Replacement Frequencies, Nextel's business and City Light'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 or as long as required by law. The Parties may make disclosures as required by law (Specifically as required by the Washington State Public Records Act, Chapter 42.56 of the Revised Code of Washington) and to the Transition Administrator and to a Vendor.

13. **Cooperation:** The Parties will cooperate with each other and the Transition Administrator with respect to the Reconfiguration work contemplated by this Agreement. Without limiting the foregoing obligations, the Parties agree to cooperate in the preparation of any applications required to be filed with the FCC, and City Light agrees to provide reasonable access to its facilities so that the Transition Administrator may comply with any audit obligations and so any Reconfiguration work contemplated by this Agreement may be performed in accordance with the Cost Estimate and performance schedule. If a Party is subject to a denial of FCC benefits for delinquent non-tax debts owed to the FCC that would prevent or delay the timely processing of any FCC applications, such Party shall cure such delinquency in an expeditious manner and at its sole expense, provided that City Light shall not have to pay any costs or debts owed to the FCC that would be inconsistent with the intent of this Agreement that Nextel shall pay for the cost of relocating City Light's system from the City Light Frequencies to the Replacement Frequencies .

14. **Indemnification:** From and after the Closing Date, each Party (the "Indemnifying Party") will indemnify and defend the other Party, its officers, directors, employees and agents (collectively, the "Indemnified Party"), from and against all third party demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Costs"), asserted against, imposed upon or incurred by the Indemnified Party arising from or related to: (i) any breach of any covenant, agreement, representation or warranty of the Indemnifying Party contained in, or made pursuant to, this Agreement; or (ii) any and all liabilities (including successor liabilities) or obligations relating to periods prior to the Closing Date resulting from the Indemnifying Party's operation of the system operated pursuant to the City Light Licenses or the Nextel Licenses, as applicable, or the ownership or use of those licenses or from the Indemnifying Party's employment, or termination of employment, of its employees. The obligations under this Section survive the Closing for a period of three (3) years.

15. **Disputes:** The Parties agree that any dispute related to the Replacement Frequencies, Nextel's obligation to pay any cost of the Reconfiguration of City Light's system contemplated by this Agreement, or the comparability of City Light's reconfigured system to City Light's existing system prior to Reconfiguration, 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.



16. **No Gratuities:** No gift, gratuity, credit, thing of value or compensation of any kind shall be offered or provided by City Light, directly or indirectly, to any officer, employee or official of Nextel for the purpose of improperly obtaining or rewarding favorable treatment under this Agreement.

17. **Liens:** If any liens or security interests attach to any of City Light's facilities in favor of any vendor or service provider that is performing any Reconfiguration work contemplated by this Agreement as a result of Nextel's breach of any obligation to make direct payment (not in dispute) to such vendor or services provider, Nextel upon receipt of Notice from City Light will cooperate to remove any Liens.

18. **Vendor Performance Issues:** City Light will select and contract directly with any vendor or service provider performing work required to reconfigure City Light's existing facilities to operate on the Replacement Frequencies. Neither the Transition Administrator nor Nextel will be responsible for, or assume the risk of any failure of that Vendor to perform its obligations under any contract entered into between City Light and such Vendor in connection with the Reconfiguration contemplated by this Agreement.

19. **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 sole reasonable discretion, to be adverse to its interests. In the event of termination, the Parties shall take all necessary action (including preparing and filing FCC documents) to return the *status quo ante* on the date this Agreement was first executed. 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 City Light.

20. **Reserved.**

21. **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 City Light, to:</p> <p>Seattle City Light – a municipal utility 1300 N 97th Street, NSC #219 Seattle, WA 98103 Attn: Ashwani Sharma Phone: (206) 733-9498 Fax: (206) 684-4956; E-mail: Ashwani.Sharma@Seattle.Gov</p>	<p>If to Nextel, to:</p> <p>Nextel West Corp. c/o Sprint Nextel Corp. 2001 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>Joe Blaschka, Jr., PE ADCOMM Engineering Co.</p>	<p>With a copy that shall not constitute Notice:</p> <p>Sprint Nextel Corp. 6575 The Corners Parkway</p>



3929 184 th PL, SE Bothell, WA 98012-8827 Phone: (425) 821-8827 Fax: (425) 488-3952 E-mail: j.blaschka@adcomm911.com	Norcross, GA 30092 Attn: William Jenkins, VP Spectrum Resources Phone: (770) 326-7484 Fax: (678) 405-8252
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22. **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.

23. **Amendments:** This Agreement, including without limitation the scope of work contemplated hereby and the Estimated Cost 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.

24. **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 this Agreement.

25. **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 Washington 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.

THE CITY OF SEATTLE,
By and through its City Light Department:

NEXTEL:
Nextel West Corp.

By: _____
Name:
Title:

By: _____
Name:
Title:



SCHEDULE A

City Light Frequencies

Seattle City Light

City Light Assigns to Nextel:

Call Sign	Frequencies	Licensee	Location(s)	Expiration Date	Lat (N)	Long (W)	Assign To
WNNR517	851.2875	SEATTLE CITY LIGHT	DARRINGTON, WA	4/17/2014	48-16-33.4	121-45-42.5	Nextel
WNNR517	851.2875	SEATTLE CITY LIGHT	BREMERTON, WA	4/17/2014	47-32-51.3	122-46-57.5	Nextel
WNNR517	852.0375	SEATTLE CITY LIGHT	BREMERTON, WA	4/17/2014	47-32-51.3	122-46-57.5	Nextel
WNNR517	852.0375	SEATTLE CITY LIGHT	DARRINGTON, WA	4/17/2014	48-16-16.4	121-38-27.5	Nextel
WNNR517	852.7875	SEATTLE CITY LIGHT	BREMERTON, WA	4/17/2014	47-32-51.3	122-46-57.5	Nextel
WNNR517	852.7875	SEATTLE CITY LIGHT	DARRINGTON, WA	4/17/2014	48-16-33.4	121-45-42.5	Nextel
WNNR517	853.5375	SEATTLE CITY LIGHT	DARRINGTON, WA	4/17/2014	48-16-16.4	121-38-27.5	Nextel
WNNR517	853.5375	SEATTLE CITY LIGHT	BREMERTON, WA	4/17/2014	47-32-51.3	122-46-57.5	Nextel
WNNR521	851.2875	SEATTLE CITY OF	BREMERTON, WA	4/17/2014	47-32-54.3	122-47-11.5	Nextel
WNNR521	851.2875	SEATTLE CITY OF	SEATTLE, WA	4/17/2014	47-46-5	122-21-11	Nextel
WNNR521	851.2875	SEATTLE CITY OF	SEATTLE, WA	4/17/2014	47-37-53.4	122-21-19.5	Nextel
WNNR521	851.2875	SEATTLE CITY OF	ISSAQUAH, WA	4/17/2014	47-32-28.4	122-6-33.4	Nextel
WNNR521	851.2875	SEATTLE CITY OF	NORTH BEND, WA	4/17/2014	47-28-12.4	121-49-16.4	Nextel
WNNR521	852.0375	SEATTLE CITY OF	NORTH BEND, WA	4/17/2014	47-28-12.4	121-49-16.4	Nextel
WNNR521	852.0375	SEATTLE CITY OF	SEATTLE, WA	4/17/2014	47-37-53.4	122-21-19.5	Nextel
WNNR521	852.0375	SEATTLE CITY OF	SEATTLE, WA	4/17/2014	47-46-5	122-21-11	Nextel
WNNR521	852.0375	SEATTLE CITY OF	BREMERTON, WA	4/17/2014	47-32-54.3	122-47-11.5	Nextel
WNNR521	852.0375	SEATTLE CITY OF	ISSAQUAH, WA	4/17/2014	47-32-28.4	122-6-33.4	Nextel
WNNR521	852.7875	SEATTLE CITY OF	BREMERTON, WA	4/17/2014	47-32-54.3	122-47-11.5	Nextel
WNNR521	852.7875	SEATTLE CITY OF	ISSAQUAH, WA	4/17/2014	47-32-28.4	122-6-33.4	Nextel
WNNR521	852.7875	SEATTLE CITY OF	SEATTLE, WA	4/17/2014	47-46-5	122-21-11	Nextel
WNNR521	852.7875	SEATTLE CITY OF	SEATTLE, WA	4/17/2014	47-37-53.4	122-21-19.5	Nextel
WNNR521	852.7875	SEATTLE CITY OF	NORTH BEND, WA	4/17/2014	47-28-12.4	121-49-16.4	Nextel
WNNR521	853.5375	SEATTLE CITY OF	ISSAQUAH, WA	4/17/2014	47-32-28.4	122-6-33.4	Nextel
WNNR521	853.5375	SEATTLE CITY OF	BREMERTON, WA	4/17/2014	47-32-54.3	122-47-11.5	Nextel
WNNR521	853.5375	SEATTLE CITY OF	SEATTLE, WA	4/17/2014	47-37-53.4	122-21-19.5	Nextel



		OF					
WNNR521	853.5375	SEATTLE CITY OF	NORTH BEND , WA	4/17/2014	47-28-12.4	121-49-16.4	Nextel
WNNR521	853.5375	SEATTLE CITY OF	SEATTLE , WA	4/17/2014	47-46-5	122-21-11	Nextel
WNNR525	851.2875	SEATTLE, CITY OF	ROSS , WA	4/17/2014	48-43-29.5	121-3-32.4	Nextel
WNNR525	851.2875	SEATTLE, CITY OF	NEWHALEM , WA	4/17/2014	48-40-35.5	121-15-28.4	Nextel
WNNR525	851.2875	SEATTLE, CITY OF	DIABLO , WA	4/17/2014	48-43-4.5	121-8-34.4	Nextel
WNNR525	851.2875	SEATTLE, CITY OF	NEWHALEM , WA	4/17/2014	48-39-39.4	121-19-24.5	Nextel
WNNR525	851.2875	SEATTLE, CITY OF	NEWHALEM , WA	4/17/2014	48-42-4.5	121-11-19.4	Nextel
WNNR525	851.2875	SEATTLE, CITY OF	BOTHELL , WA	4/17/2014	47-51-21.4	122-10-49.5	Nextel
WNNR525	852.0375	SEATTLE, CITY OF	NEWHALEM , WA	4/17/2014	48-42-4.5	121-11-19.4	Nextel
WNNR525	852.0375	SEATTLE, CITY OF	NEWHALEM , WA	4/17/2014	48-40-35.5	121-15-28.4	Nextel
WNNR525	852.0375	SEATTLE, CITY OF	ROSS , WA	4/17/2014	48-43-29.5	121-3-32.4	Nextel
WNNR525	852.0375	SEATTLE, CITY OF	DIABLO , WA	4/17/2014	48-43-4.5	121-8-34.4	Nextel
WNNR525	852.0375	SEATTLE, CITY OF	BOTHELL , WA	4/17/2014	47-51-21.4	122-10-49.5	Nextel
WNNR525	852.0375	SEATTLE, CITY OF	NEWHALEM , WA	4/17/2014	48-39-39.4	121-19-24.5	Nextel
WNNR525	852.7875	SEATTLE, CITY OF	BOTHELL , WA	4/17/2014	47-51-21.4	122-10-49.5	Nextel
WNNR525	853.5375	SEATTLE, CITY OF	BOTHELL , WA	4/17/2014	47-51-21.4	122-10-49.5	Nextel
WPMP262	851.2875	SEATTLE CITY LIGHT	ROSS DAM , WA	10/21/2013	48-43-45.5	121-4-13.4	Nextel
WPMP262	852.0375	SEATTLE CITY LIGHT	ROSS DAM , WA	10/21/2013	48-43-45.5	121-4-13.4	Nextel
WPQC272	851.2875	SEATTLE, CITY OF	DARRINGTON , WA	5/17/2015	48-19-6.4	121-36-6.5	Nextel



SCHEDULE B

Replacement Frequencies

Seattle City Light

Nextel Assigns to City Light:

Replacement Frequencies	Replacement Call Sign	Lat (N)	Long (W)	ERP (W)	Gnd Elev (ft)	Ant. Height (ft)	New Licensee	Location(s)
851.2875	WNNR521	47-28-12.4	121-49-16.4	75.9	3202	220	SEATTLE CITY OF	NORTH BEND , WA
851.2875	WNNR521	47-32-28.4	122-6-33.4	83.2	1450	180	SEATTLE CITY OF	ISSAQUAH , WA
851.2875	WNNR517	47-32-51.3	122-46-57.5	67	1709	98	SEATTLE CITY LIGHT	BREMERTON , WA
851.2875	WNNR521	47-32-54.3	122-47-11.5	112.2	1759	140	SEATTLE CITY OF	BREMERTON , WA
851.2875	WNNR521	47-37-53.4	122-21-19.5	97.7	456	154	SEATTLE CITY OF	SEATTLE , WA
851.2875	WNNR521	47-46-5	122-21-11	60.3	499	334	SEATTLE CITY OF	SEATTLE , WA
851.2875	WNNR525	47-51-21.4	122-10-49.5	62	407	233	SEATTLE, CITY OF	BOTHELL , WA
851.2875	WNNR517	48-16-33.4	121-45-42.5	67	449	36	SEATTLE CITY LIGHT	DARRINGTON , WA
851.2875	WPQC272	48-19-6.4	121-36-6.5	5	12546	92	SEATTLE, CITY OF	DARRINGTON , WA
851.2875	WNNR525	48-39-39.4	121-19-24.5	270	1496	121	SEATTLE, CITY OF	NEWHALEM , WA
851.2875	WNNR525	48-40-35.5	121-15-28.4	270	518	39	SEATTLE, CITY OF	NEWHALEM , WA
851.2875	WNNR525	48-42-4.5	121-11-19.4	270	879	39	SEATTLE, CITY OF	NEWHALEM , WA
851.2875	WNNR525	48-43-29.5	121-3-32.4	270	1841	30	SEATTLE, CITY OF	ROSS , WA
851.2875	WNNR525	48-43-4.5	121-8-34.4	270	889	59	SEATTLE, CITY OF	DIABLO , WA
851.2875	WPMP262	48-43-45.5	121-4-13.4	270	1237	59	SEATTLE CITY LIGHT	ROSS DAM , WA
851.5875	WNNR521	47-28-12.4	121-49-16.4	75.9	3202	220	SEATTLE CITY OF	NORTH BEND , WA
851.5875	WNNR521	47-32-28.4	122-6-33.4	83.2	1450	180	SEATTLE CITY OF	ISSAQUAH , WA
851.5875	WNNR517	47-32-51.3	122-46-57.5	67	1709	98	SEATTLE CITY LIGHT	BREMERTON , WA
851.5875	WNNR521	47-32-54.3	122-47-11.5	112.2	1759	140	SEATTLE CITY OF	BREMERTON , WA
851.5875	WNNR521	47-37-53.4	122-21-19.5	97.7	456	154	SEATTLE CITY OF	SEATTLE , WA
851.5875	WNNR521	47-46-5	122-21-11	60.3	499	334	SEATTLE CITY OF	SEATTLE , WA
851.5875	WNNR525	47-51-21.4	122-10-49.5	62	407	233	SEATTLE, CITY OF	BOTHELL , WA
851.5875	WNNR517	48-16-16.4	121-38-27.5	62	492	115	SEATTLE CITY LIGHT	DARRINGTON , WA
851.5875	WNNR525	48-39-39.4	121-19-24.5	270	1496	121	SEATTLE, CITY OF	NEWHALEM , WA
851.5875	WNNR525	48-40-35.5	121-15-28.4	270	518	39	SEATTLE, CITY OF	NEWHALEM , WA
851.5875	WNNR525	48-42-4.5	121-11-19.4	270	879	39	SEATTLE, CITY OF	NEWHALEM , WA



851.5875	WNNR525	48-43-29.5	121-3-32.4	270	1841	30	SEATTLE, CITY OF	ROSS, WA
851.5875	WNNR525	48-43-4.5	121-8-34.4	270	889	59	SEATTLE, CITY OF	DIABLO, WA
851.5875	WPMP262	48-43-45.5	121-4-13.4	270	1237	59	SEATTLE CITY LIGHT	ROSS DAM, WA
851.8625	WNNR521	47-28-12.4	121-49-16.4	75.9	3202	220	SEATTLE CITY OF	NORTH BEND, WA
851.8625	WNNR521	47-32-28.4	122-6-33.4	83.2	1450	180	SEATTLE CITY OF	ISSAQUAH, WA
851.8625	WNNR517	47-32-51.3	122-46-57.5	67	1709	98	SEATTLE CITY LIGHT	BREMERTON, WA
851.8625	WNNR521	47-32-54.3	122-47-11.5	112.2	1759	140	SEATTLE CITY OF	BREMERTON, WA
851.8625	WNNR521	47-37-53.4	122-21-19.5	97.7	456	154	SEATTLE CITY OF	SEATTLE, WA
851.8625	WNNR521	47-46-5	122-21-11	60.3	499	334	SEATTLE CITY OF	SEATTLE, WA
851.8625	WNNR525	47-51-21.4	122-10-49.5	62	407	233	SEATTLE, CITY OF	BOTHELL, WA
851.8625	WNNR517	48-16-33.4	121-45-42.5	67	449	36	SEATTLE CITY LIGHT	DARRINGTON, WA
852.3625	WNNR521	47-28-12.4	121-49-16.4	75.9	3202	220	SEATTLE CITY OF	NORTH BEND, WA
852.3625	WNNR521	47-32-28.4	122-6-33.4	83.2	1450	180	SEATTLE CITY OF	ISSAQUAH, WA
852.3625	WNNR517	47-32-51.3	122-46-57.5	67	1709	98	SEATTLE CITY LIGHT	BREMERTON, WA
852.3625	WNNR521	47-32-54.3	122-47-11.5	112.2	1759	140	SEATTLE CITY OF	BREMERTON, WA
852.3625	WNNR521	47-37-53.4	122-21-19.5	97.7	456	154	SEATTLE CITY OF	SEATTLE, WA
852.3625	WNNR521	47-46-5	122-21-11	60.3	499	334	SEATTLE CITY OF	SEATTLE, WA
852.3625	WNNR525	47-51-21.4	122-10-49.5	62	407	233	SEATTLE, CITY OF	BOTHELL, WA
852.3625	WNNR517	48-16-16.4	121-38-27.5	62	492	115	SEATTLE CITY LIGHT	DARRINGTON, WA



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SCHEDULE C

800 MHZ RECONFIGURATION

COST ESTIMATE - CERTIFIED REQUEST

Request for Reconfiguration Funding

Seattle City Light

Pursuant to the Order, City Light is required to reconfigure its existing facilities and requests Nextel to fund the estimated reconfiguration costs included below:

City Light Payment Terms: Nextel will pay City Light an amount not to exceed the Estimated Cost(s) for City Light with respect to each category of work, as set forth below. Nextel will pay City Light \$78,572.53 within 15 days (30 days if City Light elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed City Light Information Form (as set forth on Exhibit A). Nextel will pay any outstanding balance of the Actual Costs due to City Light within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

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

1. System Description: Seattle City Light, a municipal utility, and licensee operates multiple 800MHz systems with conventional operation including a five-site 4-channel simulcast system in the Seattle area and a five-site two-channel simulcast system at the Skagit generation facility, and three stand alone sites with four channels each. The subscriber units are a mix of Motorola MAXTRAC, MCS2000, MTS200, SPECTRA, and ASTRO SPECTRA model radios. The site List is as follows: French Creek Road Snohomish County. Gold Mountain, Kitsap County North Mountain Substation, Snohomish County. Rattlesnake Mountain, King County. Queen Anne Hill (1417 Warren North), King County 3929 184th. Cougar Mountain \$5A1173rdStreet SE), King County. Crista (19303 Fremont Avenue North), King County Bothell Substation, Snohomish County. Diablo Powerhouse, Whatcom County. Newhalem Communications Building, Whatcom County. Gorge Dam, Whatcom County. Newhalem (3 km SW), Whatcom County. Ross Dam/Powerhouse

The major system elements to be reconfigured are summarized in the table below:

	Total In System	Total Included in FRA
Base station frequencies	42	42



- Voice channels	0	0
- Home/Control channels	0	0
Repeater sites	13	13
Other sites (remote recv, BDA)	0	0
Subscriber units retuned	0	0
Subscriber units reprogrammed	783	783
Subscriber units replaced	0	0
Subscriber units rebanded total	783	783
Entities operating on the system	0	0

2. Reconfiguration Milestones: Identify the anticipated start date of the overall reconfiguration of your system (Project Start). Then, for each major reconfiguration milestone listed in the table below, provide (1) the anticipated number of days after project start date required to begin execution of the task identified, and (2) the estimated duration in number of days required to complete the task identified. As an FRA is negotiated, it is not always possible to know an actual start date for specific reconfiguration tasks. In such a case, it is acceptable to forecast an estimated start date from execution of the FRA (i.e., "contract execution + xx days") and estimate the duration of each task.

Reconfiguration Task	Start Date	# of Days After Project Start Date for Start of Task	Estimated Duration in # of Days
Project Start	1/1/2009		
Reconfiguration Planning		206	
Reconfigure Subscriber Equipment		567	
Reconfigure Infrastructure Equipment		646	
System Acceptance		663	

3. Implementation Plan: See ATTACHMENT

4. Cost Estimate:

Description of Work To Be Performed	Payee(separately identify City Light and each Vendor being paid for work performed)	Estimated Cost(s) for City Light and Each Vendor (Not to Exceed listed amount)
I. Subscriber Reconfiguration Services - First Touch ----- Subscriber ----- <ul style="list-style-type: none"> Removal and re-install of existing mobile radio if radio cannot be programmed in the vehicle due to obstruction to programming port. (580 units @ 0.50 hrs each @ \$124.50 /hr = \$36,105.00) Retune Existing Portable (203 units @ 0.33 hrs each @ \$124.50 /hr = \$8,340.26) Shop Time for problem installations (16hrs @ 	Seattle City Light	\$46,437.26



<p>\$124.50 /hr = \$1,992.00)</p>		
<p>II. Subscriber Reconfiguration Services - Second (or subsequent) Touch ----- Subscriber -----</p> <ul style="list-style-type: none"> • Second Touch - Removal and re-install of existing mobile radio if radio cannot be programmed in the vehicle due to obstruction to programming port. Remove old frequencies (580 units @ 0.50 hrs each @ \$124.50 /hr = \$36,105.00) • Second Touch - Retune Existing Portable - Remove Old Frequencies (203 units @ 0.33 hrs each @ \$124.50 /hr = \$8,340.26) 	<p>Seattle City Light</p>	<p>\$44,445.26</p>
<p>III. Infrastructure Reconfiguration - Services ----- Infrastructure -----</p> <ul style="list-style-type: none"> • Technologist - Realignment Activities for the 800 MHz Simulcast System as outlined in the Implementation Plan Detail Table (2 techs @ 74.00 hrs each @ \$124.50 /hr = \$18,426.00) • Technologist - Shop Prep Time (13 units @ 1.00 hrs each @ \$124.50 /hr = \$1,618.50) • System Testing and Acceptance (20 hr @ \$124.50 /hr = \$2,490.00) 	<p>Seattle City Light</p>	<p>\$22,534.50</p>
<p>IV. Project Management, including on site supervision ----- Professional Services -----</p> <ul style="list-style-type: none"> • SCL Staff - On-Site Project Administration (78.00 hrs @ \$111.75 /hr = \$8,716.50) • SCL Staff - Accounting and Financial Oversight (40hrs @ \$58.52 /hr = \$2,340.80) 	<p>Seattle City Light</p>	<p>\$11,057.30</p>
<p>----- Infrastructure -----</p> <ul style="list-style-type: none"> • Gary Lancaster - Day to Day Project Management (44.00 hrs @ \$175.00 /hr = \$7,700.00) • ADCOMM Staff – System Acceptance Testing (20 hr @ \$175.00 /hr = \$3,500.00) <p>----- Professional Services -----</p> <ul style="list-style-type: none"> • Gary Lancaster - On site consulting, engineering, problem resolution, document review the project close out and reconciliation process. (32.00 hrs @ \$175.00 /hr = \$5,600.00) <p>----- Subscriber -----</p> <ul style="list-style-type: none"> • Gary Lancaster - On site project management / problem resolution and documentation review (160.00 hrs @ \$175.00 /hr = \$28,000.00) 	<p>(Vendor) ADCOMM</p>	<p>\$44,800.00</p>



V. Engineering Services ----- Subscriber ----- <ul style="list-style-type: none"> Modify Radio Templates (Masks) for reprogrammed radios (783 units @ 0.02 hrs each @ \$83.00 /hr = \$996.00) 	Seattle City Light	\$996.00
VI. Travel (except third party legal, which should be included in Contract, Legal and Regulatory Filings) ----- Infrastructure ----- <ul style="list-style-type: none"> Technologist - Site Travel (26 trips @ 3.00 hrs each @ \$124.50 /hr = \$9,711.00) ----- Professional Services ----- <ul style="list-style-type: none"> Travel Expenses (1 @ \$3,423.75 /unit = \$3,423.75) 	Seattle City Light	\$13,134.75
----- Professional Services ----- Travel Expenses (1 @ \$1,210.00 /unit = \$1,210.00)	(Vendor) ADCOMM	\$1,210.00
VII. Contract, Legal and Regulatory Filings (includes all third party tasks, including project management, travel) ----- Legal ----- <ul style="list-style-type: none"> Legal (8hrs @ \$120.00/hr = \$960.00) 	Seattle City Light	\$960.00
----- Legal ----- Legal (8hrs @ \$325.00 /hr = \$2,600.00)	(Vendor) Moss and Barnett	\$2,600.00
VIII. Planning FRA / Preparation / Negotiation ----- Professional Services ----- <ul style="list-style-type: none"> SCL Staff – Rebanding Planning and FRA development. (50.00 hrs @ \$111.75 /hr = \$5,587.50) SCL Staff – Rebanding Planning and FRA development. (130.00 hrs @ \$92.25 /hr = \$11,992.50) 	Seattle City Light	\$17,580.00
----- Professional Services ----- <ul style="list-style-type: none"> Joe Blaschka Gary Lancaster Mike Norin – Rebanding Planning and FRA development. (395 hrs @ \$175.00 /hr = \$51,275.00) 	(Vendor) ADCOMM	\$69,125.00
IX. Contingency -----Contingency----- <ul style="list-style-type: none"> 5% Contingency (1 @ \$7,857.25 = \$7,857.25) 	Seattle City Light	\$7,857.25
Seattle City Light	City Light	\$165,002.32



ADCOMM	Vendor	\$115,135.00
Moss and Barnett	Vendor	\$2,600.00
Total Estimated Costs		\$282,737.32

Certification

Pursuant to the Order, City Light hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide City Light reconfigured facilities comparable to those presently in use in a manner that is reasonable, prudent and timely. City Light further certifies, to the best of City Light's knowledge that any vendor costs identified on the Schedule C are comparable to costs previously charged by each such vendor to City Light.

Signature: _____
Print Name: _____
Title: _____
Phone Number: _____
E-mail: _____
Date: _____



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June 9, 2010
Version #2

ATTACHMENT 1



Exhibit A

City Light Information

The following questions are required for processing Electronic Funds Transfers and if City Light wants Nextel to complete the FCC filings on its behalf. All information contained herein shall be kept strictly confidential and will be used only in completion of the Frequency Reconfiguration transaction.

I. CITY LIGHT 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 City Light will not provide information for Wire Transfer or ACH, City Light acknowledges that all payments will be made by check.

Acknowledged by City Light: _____ (signature required only if City Light 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.

City Light's Federal 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: _____

V. REGULATORY INFORMATION

Would you like Nextel's Regulatory department to prepare and file all necessary FCC paperwork
on your behalf? Yes / No



If yes, please provide the following **Universal Licensing System ("ULS")** information for your licenses:

FRN (FCC Registration Number): _____

ULS PASSWORD: _____

Contact Representative for any FCC related issues:

Name: _____

Phone Number: _____

If no, please provide the following information regarding who will take care of the preparation and filing of all necessary FCC paperwork on your behalf:

Contact Name: _____

Organization: _____

Address: _____

City: _____

State/Zip: _____

Phone Number: _____

Email Address: _____

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

City Light Signature: _____

Print Name: _____

Title: _____

Date: _____



EXHIBIT B(1)

Reconciliation Documentation

Certification of Labor

City Light hereby certifies that the internal labor information provided under the Agreement is true and complete to the best of City Light's knowledge. City Light further certifies that the the number of planning and reconfiguration tasks that the City Light 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 Labor at <http://www.800ta.org/content/PDF/policy/IncumbentLaborRatePolicy.pdf> as of the date of this statement. City Light 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).

Entity Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT B(2)
Reconciliation Documentation

**Time Sheet
 Documentation**

DEAL ID:

DEAL NAME:

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

Certification

City Light hereby certifies that the internal labor information provided under the Agreement is true and complete to the best of City Light's knowledge. City Light further certifies that the the number of planning and reconfiguration tasks that the City Light 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 Labor at <http://www.800ta.org/content/PDF/policy/IncumbentLaborRatePolicy.pdf> as of the date of this statement. City Light 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).

City Light 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 B(3)
Reconciliation Documentation

Per Unit Summary Documentation

DEAL ID:

DEAL NAME:

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

Certification

City Light hereby certifies that the internal labor information provided under the Agreement is true and complete to the best of City Light's knowledge. City Light further certifies that the the number of planning and reconfiguration tasks that the City Light 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 Labor at <http://www.800ta.org/content/PDF/policy/IncumbentLaborRatePolicy.pdf> as of the date of this statement. City Light 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).

City Light 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: _____

ADCOMM Engineering Company

Bridging the Gap Between Operations and Technology®

Implementation Plan and Cost Estimate **Seattle City Light–Public Utilities District**

Introduction

This document contains the implementation plan and cost estimates for the reconfiguration of 800 MHz radio equipment in accordance with FCC 04-168 "Improving Public Safety Communications in the 800 MHz Band."

The plans and estimates contained herein are specific to the system licensed by Seattle City Light a Public Utility District of Seattle, Washington.

For further information please contact:

Gary M. Lancaster
ADCOMM Engineering Company
17319 265th Avenue SE
Monroe, Washington 98272
(206) 588-9117 (voice)
g.lancaster@adcomm911.com

System Description

Created by the citizens to Seattle in 1902, Seattle City Light has served their customers with electricity and related services for more than a century. Over the years they have worked very hard to keep Seattle's electricity affordable, reliable, and environmentally sound. Today, Seattle City Light is a recognized national leader in energy efficiency and environmental stewardship.

Seattle City Light operates a large electrical generation and supply system including four major hydroelectric dams. They provide electrical service to a major portion of western Washington.

Seattle City Light–PUD is a Public Safety (PW) licensee operating a four-channel analog 800 MHz system using Motorola MFS5000 base station equipment in the Seattle area and a five-site two-channel system at the Skagit generation facility. Currently, Seattle City Light is in the process of transitioning to a five-site simulcast 800 MHz system manufactured by Motorola using Quantar repeaters. In addition, there are three standalone sites. The subscriber units are a mix of Motorola MAXTRAC, MCS2000, MTS200, SPECTRA, and ASTRO SPEATRA model radios.

The site list is as follows:



- French Creek Road, Snohomish County
- Gold Mountain, Kitsap County
- North Mountain Substation, Snohomish County
- Rattlesnake Mountain, King County
- Queen Anne Hill (1417 Warren North), King County
- Cougar Mountain (6501 173rd Street SE), King County
- Crista (19303 Fremont Avenue North), King County
- Bothell Substation, Snohomish County
- Diablo Powerhouse, Whatcom County
- Newhalem Communications Building, Whatcom County
- Gorge Dam, Whatcom County
- Newhalem (3 km SW), Whatcom County
- Ross Dam/Powerhouse

Planning Costs

Seattle City Light did not participate in the planning funding process. Throughout the planning phase, the project was managed by the Seattle City Light Engineering Department with the principal contact being Ashwani Sharma. To develop the implementation plan and cost estimates presented in this document, Seattle City Light contracted with ADCOMM Engineering to review various system components, facilitate planning meetings, and conduct site visits performing the following tasks:

- Field verified repeater make, model, location, and related equipment such as antenna and feedline.
- Field verified subscriber inventory by spot checking and examining variations in mounting, physical access, and connectors.
- Developed implementation strategy options (i.e., transition to the simulcast system, programming dual channels in subscribers units versus back-to-back repeater approach).
- Developed statement of work for reconfiguration process.
- Meetings with users to explain rebanding and suggested workflow.
- Developed reconfiguration work flow and schedules for the rebanding activities.
- Developed labor costs and expenses associated with rebanding implementation.

The planning work originally assumed the existing Seattle area radio system would be converted as the simulcast system was not operational. The existing radio system is a unique configuration using multiple DPL squelch codes and DTMF codes for repeater set up and knock down. This information was not readily available and required significant investigation. After it was determined the existing configuration was not suitable for back-to-back repeaters or similar approaches, ADCOMM reviewed the option to convert the simulcast system first and then cut over to that system as part of the rebanding project. However, SCL has determined they need to make the simulcast system operational prior to rebanding. So, the end result is the simulcast system will be retuned while operational as part of rebanding. This investigative and planning



process resulted in numerous technical meetings and data gathering related to the existing system prior to the decision being made to implement the simulcast system prior to rebanding.

While the final costs of the planning phase cannot be determined until after the FRA negotiations are completed and a final contract signed, the current planning estimates are as follows:

Seattle City Light staff time and expenses	\$19,892.00
ADCOMM staff time and expenses	<u>\$69,125.00</u>
Total Estimated Planning Costs	<u>\$89,017.50</u>

Seattle City Light and ADCOMM will submit detailed copies of supporting documentation for the actual hours, tasks, and expenses associated with the above activities.

Interoperability

The requirement for interoperability is that there are operations issues that need to be carefully considered when rebanding the Seattle City Light system. There is control station equipment provided by the City of Seattle for their police and fire operations. This equipment will need to be included in the rebanding effort by either Seattle City Light or the King County rebanding FRA. Additional, there is a need for coordination and interaction with the Snohomish and Whatcom County systems.

Reconfiguration Milestones

Reconfiguration Task	Start Date	Days Elapsed Since Project Start	Estimated Duration
Project start	1/9/09	0	0
Reconfiguration planning	1/9/09	0	567
Reconfigure subscriber	7/22/10	567	79
Reconfigure infrastructure	9/9/10	646	17
System acceptance	9/26/10	663	50
Project closeout	11/15/10	713	

Total project time is estimated to be 346 days but could be delayed depending on clearing of the proposed frequencies and weather factors.

Reconfiguration Costs

Total project costs are estimated and outlined below:

Planning Costs

Planning, engineering	<u>\$89,017.50</u>
Total planning costs ¹	<u>\$89,017.50</u>

Realignment Costs

¹ Planning costs are included in the professional services category on the PRW spreadsheet.



Infrastructure reconfiguration	\$43,445.50
Subscriber reconfiguration	\$119,878.51
Professional services	\$18,978.55
Contingency @ 5%	\$7,857.25
Other costs	\$0
Legal	<u>\$3,560.00</u>
Total realignment costs	<u>\$193,719.81</u>

Total Estimated Cost \$282,737.31

Implementation Plan

General Description

Because Seattle City Light elected to include the planning process in this funding request and not apply for a formal request for planning funds (RFPF), the following contains information regarding specific staff that have and/or will be involved in the rebanding effort. This includes individuals who participated in the planning activities that would not necessarily be involved in the implementation phase.

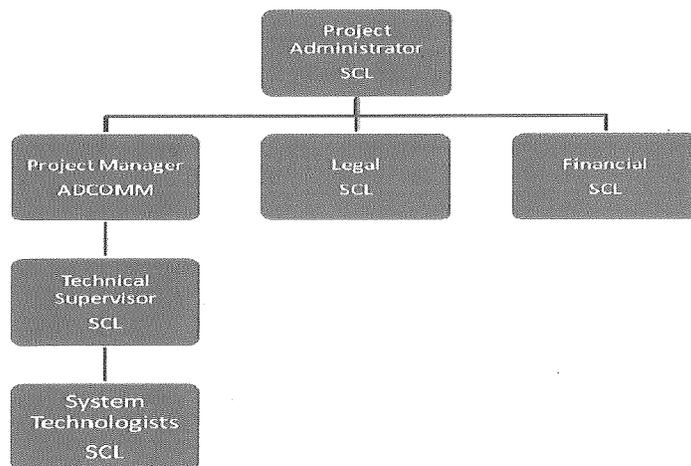
Reconfiguration will be accomplished by work effort from the following:

Seattle City Light-PUD	System owner and licensee providing all rebanding/realignment work, system management, subscriber unit scheduling and coordination, infrastructure realignment work, radio system support, financial management, legal, and other services during rebanding
ADCOMM Engineering Company	Providing consulting engineering services, primary project management, document review, and system technical support

Project Organizational Chart

For the purpose of identifying work flow and decision processing, the following organization chart has been developed. The project organization is not intended to replace established organizational structure within Seattle City Light.





Staff Job and Task Descriptions

Seattle City Light-PUD

Administrative Oversight: Ashwani Sharma, Principal System Engineer (10 percent)

Responsibilities

- Responsible for the system operation and technical staff management during the rebanding process
- System license responsibility for FCC compliance
- Responsible for overall rebanding financial reporting
- Responsible for advising and updating Seattle City Light staff and users on the status of the rebanding process

Tasks

- Will review project status on a weekly basis
- Will review all project billing before submission to Sprint Nextel for payment
- Will make final decisions regarding implementation policy with advice and consent of the Seattle City Light management
- Will manage the financial and clerical staff related to rebanding activities

Legal: Gary Maehara, Attorney/Legal Department (5 percent)

Responsibilities

- Responsible for review of all rebanding contracts and related legal documents before execution
- Assists with legal questions during rebanding

Tasks

- Will perform a review of all impacted rebanding documents prior to signing by Seattle City Light staff
- Will be available for consultation during rebanding

Financial/Accounting: Kyung Kim, Financial Accounting (10 percent)

Responsibilities

- Responsible for tracking Seattle City Light staff time and associated expenses related to rebanding

- Responsible for tracking costs and billing associated with rebanding
- Responsible for generating financial reports and project tracking against the rebanding approved FRA costs

Tasks

- Receive and analyze Seattle City Light staff timesheet and expense reports related to rebanding
- Develop financial reports and billing packages for submittal to Sprint Nextel for reimbursement
- Track payments made to Seattle City Light by Sprint Nextel

Project Supervision: Rob Collin, Technical Supervisor (20 percent)

Responsibilities

- Direct management over the technical staff performing the activities
- Responsible for scheduling rebanding activities
- Responsible for correct system operation after rebanding
- Responsible for minimizing down time and interruptions during rebanding
- Reporting work progress and schedule impacts

Tasks

- Will report project status on a weekly basis
- Will review upcoming rebanding activities to determine possible effects on the system
- Will schedule work activities for specific rebanding activities
- Will make decisions on work or schedules affecting rebanding activities

Technical Staff: System Technologist, Seattle City Light (100 percent)

Responsibilities

- Responsible for reprogramming all radio during rebanding
- Responsible for site access and maintenance during rebanding
- Responsible for assisting in the resolution of technical issues that arise during rebanding
- Responsible for documentation rebanding work and activities

Tasks

- Perform daily rebanding activities to meet established workload and schedules
- Perform approved equipment test and report results
- Complete all necessary documentation to support rebanding activities
- Develop all radio program templates to meet the needs of subscriber units

ADCOMM Staff

Project Oversight: Joe Blaschka, Jr., P.E.

Responsibilities

- Responsible for the overall management of the Seattle City Light rebanding process

Tasks

- Receives reports and updates on the status of the project

Project Manager: Gary M. Lancaster, Senior Consultant

Responsibilities

- Responsible for assisting and coordinating with Seattle City Light management in the operation of the onsite process relating to rebanding



- Responsible for advising ADCOMM and Seattle City Light staff about technical, procedural, equipment, or management issues related to rebanding during the project
- Responsible for providing "early warning" if problems are developing with the rebanding process
- Responsible for tracking the progress in the field against the project schedule
- Responsible for overseeing the documentation process in preparation for close-out/true-up

Tasks

- Observe and obtain daily reports on the status and progress made by the Seattle City Light staff
- Assist with scheduling of rebanding activities where appropriate
- Monitors progress and reports problems
- Participates in project status update meetings
- Request resources required to assist in the resolution of problems that develop during the rebanding process
- Observe and spot check documentation to verify proper accounting for subscriber units

Frequency Review: Mike Norin, Consultant

Responsibilities

- Responsible for providing input to the rebanding process regarding technical issues
- Responsible for reviewing Seattle City Light rebanding implementation plans
- Responsible for assisting in the resolution of any technical or equipment issues that may arise related to the rebanding project

Tasks

- Assist in the resolution of any technical or equipment issues relating to rebanding
- Review the established FPR and analyze frequency modifications for potential problems or conflicts
- Review and make changes to the implementation plan where appropriate

Reconfiguration Scope of Work

Location

All subscriber radio equipment will be reconfigured at Seattle City Light facilities, following a schedule devised by project management. Because vehicles are continually in service during normal business hours, reconfiguration work will need to be done at night and on weekends. The majority of rebanding work will be done at one of four locations operated by Seattle City Light.

Control stations at remote sites, in dispatch, and individual offices will be reconfigured in place and will require travel to accomplish.

The repeater and related equipment will be reconfigured at each site.

Methodology

Based upon the overall complexity of the Seattle City Light radio system, the approach to the realignment process will rely on the total switch to the simulcast system prior to completion. To do so will require that all subscriber radios be touched twice in order to remain operational throughout the realignment process. The plan is based on the need to provide the capability for



each subscriber radio to fully operate on either system while changes are made during the realignment process. The scope of work will address this in three phases: subscriber equipment, simulcast system infrastructure, and analog voted repeated system infrastructure. It is important to remember that the operations of the Seattle City Light electrical delivery must not be impacted by the realignment of the radio system. Therefore, Seattle City Light has elected to perform the majority of work after normal business hours. The main focus will be to schedule as much work as possible during weekends.

Subscriber Units

Each of the 783 units will need to be scheduled into one of four depot facilities located throughout the three-county operational area. Because of the difficulty in gaining access to the vehicles during normal business hours, the rebanding activities will need to occur on weekends. Upon arrival, the radio will be realigned with the new frequencies as outlined in Table 1. Once completed the subscriber unit will be put back into service until after the completion of the realignment of the simulcast system infrastructure. The subscriber unit will then be rescheduled into a depot location where of old frequencies will be remove from the radio and the unit again returned to service. This "second touch" of the subscriber units will insure that all equipment is properly functioning on the realigned system.

TABLE 1
 Subscriber Units^a

Mobile Radio	Time (Minutes)
Remove radio from vehicle	5
Read and save template including document model and serial number	6
Functionality test	2
Install new template	2
Realign	7
Resave as new template	2
Functionality test and reinstall	6
Total	30
Portable Radio	Time (Minutes)
Read and save template including document model and serial number	6
Functionality test	2
Install new template	2
Realign	7
Resave as new template	1
Functionality test	2
Total	20

^a Calculations are based on a one-touch approach.



Simulcast System Infrastructure

The five-site four-channel simulcast system in the Seattle area will be realigned one site at a time as outlined Table 2. The system at the Skagit generation facility will be realigned as outlined in Table 3. The standalone sites will be modified as shown in Table 4. Technical staff from Seattle City Light along with a representative from ADCOMM will perform the rebanding work. Once the realignment is completed, the system will be optimized to the standards established by Seattle City Light technical staff prior to any rebanding activities. These standards are documented and the information can be provided if needed.

TABLE 2
 Five-Site Four-Channel Simulcast Upgrade Tasks List

Short Task Description	Time (Minutes)	Per	Total (Minutes)
Set up tools and test equipment; coordinate with affected users	30	Site	30
Verify operation of channels at the site prior to programming; record levels	10	Station	50
Pre Rebanding Testing measure signal strength	5	Station	10
Pre Rebanding Testing measure receiver sensitivity and note readings	5	Station	10
Power down channel and reprogram frequency; retune combiner	60	Station	240
After the simulcast RF sites have been upgraded and reprogrammed, coordinate channel switch with affected users and switch controllers	5	Station	25
Verify operations of retuned station	10	Station	50
Perform quick single channel simulcast alignment	10	Station	50
Post Rebanding Testing measure signal strength	5	Station	10
Post Rebanding Testing measure receiver sensitivity and note readings	5	Station	10
Verify simulcast alignment, document work, and level settings	30	Station	150
Break down tools and test equipment and secure the site	30	Site	30
Total			625

TABLE 3
 Five-Site Two-Channel Simulcast Upgrade Tasks List

Short Task Description	Time (Minutes)	Per	Total (Minutes)
Set up tools and test equipment; coordinate with affected users	30	Site	30



Verify operation of channels at the site prior to programming; record levels	10	Station	20
Pre Rebanding Testing measure signal strength	5	Station	10
Pre Rebanding Testing measure receiver sensitivity and note readings	5	Station	10
Power down channel and reprogram frequency; retune combiner	60	Station	120
After the simulcast RF sites have been upgraded and reprogrammed, coordinate channel switch with affected users and switch controllers	5	Station	10
Verify operations of retuned station	10	Station	20
Perform quick single channel simulcast alignment	10	Station	20
Post Rebanding Testing measure signal strength	5	Station	10
Post Rebanding Testing measure receiver sensitivity and note readings	5	Station	10
Verify simulcast alignment, document work, and level settings	30	Station	60
Break down tools and test equipment and secure the site	30	Site	30
Total			350

TABLE 4
 Three-Site One-Channel Simulcast Upgrade Task List

Short Task Description	Time (Minutes)	Per	Total (Minutes)
Set up tools and test equipment; coordinate with affected users	30	Site	30
Verify operation of channels at the site prior to programming; record levels	10	Station	10
Pre Rebanding Testing measure signal strength	5	Station	10
Pre Rebanding Testing measure receiver sensitivity and note readings	5	Station	10
Power down channel and reprogram frequency; retune combiner	60	Station	60
Verify simulcast alignment, document work, and level settings	10	Station	10
Reprogram associated control stations	20	Station	20
Post Rebanding Testing measure signal strength	5	Station	10
Post Rebanding Testing measure receiver sensitivity and note readings	5	Station	10
Break down tools and test equipment and secure the site	30	Site	30
Total			170



Analog Voted Repeater System

Upon the completion of the rebanding/realignment process and full system acceptance is established for the simulcast system, portions of the existing analog voted repeater system will be decommissioned and no longer used by Seattle City Light. To ensure that the equipment is not placed back into service, the old frequencies and system profiles will be removed before completion of the realignment process.

Problem Resolution

Problems encountered during any of the above steps are to be reported to the onsite supervisor immediately. Potential problems include, among others:

- Broken connectors, mounts, cabling
- Improper installation
- Damage during installation or removal
- Programming not accepted by radio
- Programming computer failure

The onsite supervisor will coordinate with Seattle City Light to resolve any problem quickly to minimize system impacts or the loss of service whenever possible. Sprint Nextel will not pay for repairs of existing problems. However, problems or failures that occur during the realignment process will be addressed as outlined under the "change request" provision listed in the FRA document.

System Testing and Acceptance

Prior to final system acceptance Seattle City Light will conduct site specific testing of modified equipment to ensure that operational levels are consistent with pre rebanding documentation. To complete this, the following tasks will be performed in conjunction with a "drive test" as outlined under Method 3 of the "800 MHz Reconfiguration Program: Coverage Testing" guide March 8, 2006-v1.0.

Short Task Description	Time (Minutes)	Per	Total (Minutes)
Set up tools and test equipment;	30	Station	30
Measure signal strength	5	Station	5
Measure receiver sensitivity and note readings	5	Station	5
Break down tools and test equipment and secure the site	30	Station	30
Total			70

It is anticipated that the testing will be conducted during the 50 days prior identified in the schedule for final acceptance.



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle City Light	Phil West 684-3718	Calvin Chow 684-4652

Legislation Title:

AN ORDINANCE relating to the City Light Department; authorizing the Superintendent of Seattle City Light to execute an agreement with Nextel West Corporation to reconfigure certain 800 MHz radio frequencies licensed to City Light, including any other necessary or convenient related agreements or documents; and ratifying and confirming certain prior acts.

• **Summary of the Legislation:**

The Federal Communications Commission ("FCC") has reassigned licenses to operate certain 800 MHz frequency bands from Seattle City Light to Nextel West. Under FCC direction, Seattle City Light must relinquish use of these frequencies and relocate/reconfigure its mobile radio system to replacement frequencies. Nextel West agrees to pay for all costs associated with the relocation and reconfiguration of the radio frequencies used by Seattle City Light. This legislation authorizes the agreement between Seattle City Light and Nextel West.

• **Background:**

Seattle City Light has been licensed to operate a specialized mobile radio system on certain 800 MHz frequency bands at the locations identified in Schedule A of the Radio Frequency Reconfiguration Agreement (Attachment 1 to the proposed legislation). The FCC issued an Order modifying its rules governing the 800 MHz bands to minimize harmful interference to public safety radio communications systems in the frequency band.

Nextel West is now the licensee under licenses granted by the FCC for the operation of these certain 800 MHz frequencies and Seattle City Light must relinquish its license to the use of these frequencies and relocate and reconfigure its mobile radio system to the replacement frequencies.

Nextel West agrees to pay for all costs associated with the relocation and reconfiguration of the radio frequencies used by Seattle City Light.

This legislation authorizes the agreement between Seattle City Light and Nextel West. The agreement describes the Seattle City Light's responsibility to reconfigure communications equipment and Nextel West's responsibility to pay for this work. It also provides the location of Seattle City Light's equipment that will be reconfigured.

Please check one of the following:

This legislation does not have any financial implications. *(Stop here and delete the remainder of this document prior to saving and printing.)*

This legislation has financial implications. *(Please complete all relevant sections that*



follow.)

Appropriations:

No appropriations required for this legislation

Anticipated Revenue/Reimbursement: Resulting From This Legislation:

Fund Name and Number	Department	Revenue Source	2010 Revenue	2011 Revenue
Light Fund (41000)	Seattle City Light	Nextel West	282,737.32	0.00
TOTAL			282,737.32	0.00

Notes:

City Light Payment Terms: Nextel will pay City Light an amount not to exceed the Estimated Cost(s) for City Light of \$282,737.32. Nextel will pay City Light \$78,572.53 within 15 days (30 days if City Light elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed City Light Information Form (as set forth on Exhibit A to the Agreement). Nextel will pay any outstanding balance of the Actual Costs due to City Light within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

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

- **What is the financial cost of not implementing the legislation?**
This action is required by the Federal Communications Commission. Failure to complete the reconfiguration of this equipment may result in fines or other penalties.
- **Does this legislation affect any departments besides the originating department?**
No
- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** None. This action is required by the Federal Communication Commission
- **Is the legislation subject to public hearing requirements:**
No
- **Other Issues**
None



- **List attachments to the fiscal note below:**
None



City of Seattle
Office of the Mayor

June 22, 2010

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that authorizes the Superintendent of the City Light Department to execute the Nextel Radio Frequency Reconfiguration Agreement with the Nextel West Corporation.

In conformance with federal law, under this agreement, Seattle City Light will relocate its system to replacement frequencies and Nextel West Corporation will compensate Seattle City Light for this work.

Thank you for your consideration of this legislation. Should you have questions, please contact Phil West, Customer Care and Energy Delivery Officer for Seattle City Light, at 684-3718 or phil.west@seattle.gov.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
Office of the Mayor
600 Fourth Avenue, 7th Floor
PO Box 94749
Seattle, WA 98124-4749

Tel (206) 684-4000
Fax (206) 684-5360
TDD (206) 615-0476
mike.mcginn@seattle.gov



STATE OF WASHINGTON – KING COUNTY

--SS.

258174
CITY OF SEATTLE, CLERKS OFFICE

No. 123348,49,50,51

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT;TITLE-ONLY ORD

was published on

07/28/10

The amount of the fee charged for the foregoing publication is the sum of \$ 68.25, which amount has been paid in full.



Affidavit of Publication

A handwritten signature in black ink, appearing to be "Mr. J. S. ...", written over a horizontal line.

Subscribed and sworn to before me on

07/28/10

A handwritten signature in black ink, appearing to be "D. J. ...", written over a horizontal line. Below this line is another horizontal line.

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on July 12, 2010, and published here by title only, will be mailed upon request, or can be accessed at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 123348

AN ORDINANCE relating to the City Light Department, accepting various easements for overhead and underground electrical rights in King County, Washington, placing said easements under the jurisdiction of the City Light Department, and ratifying and confirming certain prior acts.

ORDINANCE NO. 123349

AN ORDINANCE relating to the City Light Department, authorizing the acquisition of real property commonly known as 1126 North 98th Street

and 1133 North 100th Street in Seattle, Washington, for electric system purposes; amending the 2010 Adopted Budget by transferring existing appropriations between budget control levels; adding a new project and

revising project allocations for certain projects in the 2010-2015 CIP; authorizing the acceptance of the deed; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123350

AN ORDINANCE relating to the City Light Department; authorizing the Superintendent of Seattle City Light to execute an agreement with Nextel West Corporation to reconfigure certain 800 MHz radio

frequencies licensed to City Light, including any other necessary or convenient related agreements or documents; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123351

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Date of publication in the Seattle Daily Journal of Commerce, July 28, 2010.

7/28(258174)