

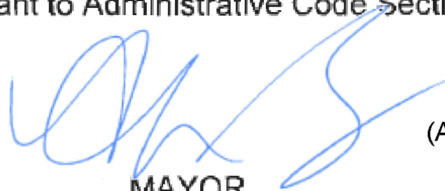
0150-11445-0000

**TRANSMITTAL**

TO The City Council	DATE 09/18/19	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

**Amendment No. 3 to the Frequency Reconfiguration Agreement C-128577  
with Nextel of California, Inc.**

Transmitted for your consideration. See the City Administrative Officer report attached.  
The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a).



(Ana Guerrero for)

MAYOR

RHL:MAV:11200025t

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: September 12, 2019

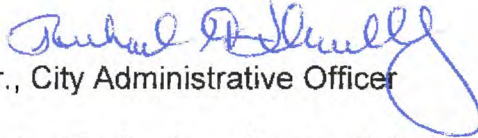
CAO File No. 0150-11445-0000

Council File No.

Council District: All

To: The Mayor

From: Richard H. Llewellyn, Jr., City Administrative Officer



Reference: Report from the Information Technology Agency dated August 7, 2019

Subject: **AMENDMENT NO. 3 TO FREQUENCY RECONFIGURATION AGREEMENT C-128577 WITH NEXTEL OF CALIFORNIA, INC.**

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### RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Authorize the General Manager of the Information Technology Agency (ITA), or designee, to execute Amendment No. 3 to Frequency Reconfiguration Agreement C-128577 and associated Reconfiguration Certifications (Agreement) with Nextel of California, Inc., a subsidiary of Sprint Corporation (Sprint), subject to the approval of the City Attorney;
2. Authorize the General Managers of the ITA and Los Angeles Fire Department (LAFD) to accept a combined total of up to \$1,418,198.69 from Sprint in accordance with the Agreement and deposit these funds into the General Fund No. 100, in the following accounts:

<u>Fund</u>	<u>Department</u>	<u>Revenue Source Code</u>	<u>Amount</u>
100	32, ITA	5188, Miscellaneous Revenue – Others	\$1,028,198.69
100	38, LAFD	5188, Miscellaneous Revenue – Others	<u>390,000.00</u>
Total:			\$1,418,198.69

3. Increase appropriations in the amount of \$838,485.89 in the General Fund No. 100, ITA Department No. 32, in the following accounts, from revenue received within Fund No. 100/32 Revenue Source Code No. 5188, Miscellaneous Revenue - Others:

<u>Fund</u>	<u>Department</u>	<u>Appropriation Account</u>	<u>Amount</u>
100	32, ITA	001100, Hiring Hall Salaries	\$ 373,524.00
100	32, ITA	009350, Communication Services	414,961.89
100	32, ITA	006010, Office and Administrative	<u>50,000.00</u>
Total:			\$ 838,485.89

4. Increase appropriations in the amount of \$390,000.00 in the General Fund No. 100, LAFD Department No. 38, in the following accounts, from revenue received within Fund No. 100/38 Revenue Source Code No. 5188, Miscellaneous Revenue - Others:

<u>Fund</u>	<u>Department</u>	<u>Appropriation Account</u>	<u>Amount</u>
100	38, LAFD	001098, Overtime Variable Staffing	\$ 312,000.00
100	38, LAFD	001090, Overtime General	<u>78,000.00</u>
Total:			\$ 390,000.00

5. Reclassify receipts in the amount of \$189,712.80 from the General Fund No. 100, ITA Department No. 32, Revenue Source Code No. 5188, Miscellaneous Revenue – Others to General Fund No. 100, ITA Department No. 32, Revenue Source Code No. 3811, Reimbursement from Other Agencies to reimburse the General Fund for related costs associated with benefits for ITA Hiring Hall staff members; and,
6. Authorize ITA and/or LAFD, subject to the approval of the City Administrative Officer, to make technical corrections as necessary to transactions included in this report to implement Mayor and Council intentions.

## SUMMARY

The Information Technology Agency (ITA) requests approval to execute Amendment No. 3 (Amendment) to Frequency Reconfiguration Agreement C-128577 (Agreement) with Nextel of California, Inc., a wholly owned indirect subsidiary of Sprint Corporation (Sprint). The Amendment will allow the City to accept up to \$1.4 million from Sprint that will fund the reconfiguration of approximately 5,000 Los Angeles Fire Department (LAFD) radios. In accordance with a 2004 Federal Communications Commission (FCC) direction, LAFD’s radios must be moved from one set of frequencies (channels) to alternative channels, and Sprint is required to pay for this radio channel reconfiguration. ITA entered into the original Agreement with Sprint in 2014, and ITA and LAFD have been working with Sprint since 2014 to reconfigure LAFD’s radios. The departments previously accepted \$572,098.80 to begin this reconfiguration. Amendment No. 3 will revise the compensation due to the City to an additional \$1.4 million, which represents LAFD and ITA’s best estimate of the actual costs to the departments to finalize the radio reconfiguration. ITA and LAFD intend to complete the radio configuration over the next two years, and request to appropriate a total of \$1.2 million of the \$1.4 million to the departments’ budgetary accounts (\$838,485.89 for ITA and \$390,000 for LAFD) for expenditure in support of this radio reconfiguration effort.

## BACKGROUND

In 2004, the FCC issued Order 04-168, which, among other priorities, sought to address interference in the 800 megahertz (MHz) band of radio channels used by public safety agencies across the country. This interference was being caused due to increased mobile radio and cellular telephone usage on the same 800 MHz band that was being used by the nation’s public safety agencies. Under the order, Nextel Communications, Inc. was required to fund public safety agencies relocation to a new set of channels on the 800 MHz band in order to segregate public safety communications to a set of channels that would not be impacted by the mobile radio and

cellular usage. Nextel Communications, Inc. subsequently merged with Sprint Corporation, and Sprint retained the responsibility to fund the channel reconfiguration.

In 2014, the City entered into the original Agreement with Sprint. The Agreement defines the parties' respective responsibilities relative to the radio reconfiguration and outlined the costs to be paid to the City and the City's radio vendor, Motorola Solutions, Inc. (Motorola), to complete the radio channel reconfiguration, as well as to the City's outside legal counsel representing the City in the negotiation and implementation of the Agreement. Amendment No. 1 to the Agreement was executed in 2015, and Amendment No. 2 was executed in 2016. The material changes in Amendment No. 1 and Amendment No. 2 were related to changes in the costs to be paid to the City, Motorola, and the outside legal counsel in accordance with actual costs incurred by each party associated with the radio reconfiguration effort.

To date, Sprint has paid a total of \$1.76 million in accordance with the Agreement, including \$572,098.80 to the City, \$1,087,478.79 to Motorola, and \$104,800.00 to the City's outside legal counsel. Using these previously provided funds, the City and Motorola completed the first phase of the radio reconfiguration, which was to add access to the new channels on all of the LAFD radios and associated equipment. LAFD is therefore now operating on the appropriate, new channels. However, the old channels have not yet been removed from the radios. In order to close out the Agreement and Sprint's ongoing obligation to the City, Sprint proposed to provide the City a cash payment and effectively end the Agreement. After several months of negotiation between Sprint, ITA, LAFD, the City's outside legal counsel, and a mediator appointed by the FCC, the parties agreed to the terms of the proposed Amendment, which includes a cash payment of \$1.4 million. This cash payment amount is sufficient to cover the City's costs to remove the old channels from the approximately 5,000 radios. The Amendment also provides an additional \$64,666.76 directly to the City's outside legal counsel. The following chart details the funds paid by Sprint to date for the frequency reconfiguration in accordance with the existing Agreement, and the amounts proposed to be paid under the Amendment:

<b>Department / Vendor</b>	<b>Paid to Date</b>	<b>Amendment No. 3</b>	<b>Total</b>
ITA	\$ 81,478.80	\$ 1,028,198.69	\$ 1,109,677.49
LAFD	490,620.00	390,000.00	880,620.00
<i>City Subtotal</i>	<i>572,098.80</i>	<i>1,418,198.69</i>	<i>1,990,297.49</i>
Motorola	1,087,478.79	-	1,087,478.79
Outside Legal Counsel	104,800.00	64,666.76	169,466.76
<b>Agreement Total</b>	<b>\$ 1,764,377.59</b>	<b>\$ 1,482,865.45</b>	<b>\$ 3,247,243.04</b>

The original Agreement required the City to remove the old channels from the radios in order to avoid potential interference on the old frequencies. The original Agreement also required the City to document the specific costs associated with the reconfiguration effort and provide the cost data to Sprint. Under the terms of the proposed Amendment, the City will not be required to remove the old channels nor is the City required to provide documentation to justify the costs incurred. However, LAFD desires to remove the channels from the radios, as having the old channels presents a possible issue to LAFD radio users who inadvertently switch to a non-functioning channel. In the Amendment, Sprint agrees to accept any inadvertent interference caused by LAFD

until the removal of the old channels occurs.

It should be noted that the City recently purchased new Motorola radios for the LAFD as well as the Los Angeles Police Department (C.F. 17-0290). These 3,500 new LAFD radios were procured to operate on the appropriate frequencies. According to LAFD, the 5,000 older radios that are the subject of this frequency reconfiguration effort will be used for training, large scale deployments and events such as for the Los Angeles Marathon, special civilian assignments such as the Community Emergency Response Team, and provided to other local agency partners for interoperability communications. The LAFD indicates that if these older radios require future maintenance or malfunction, they will be removed from service and salvaged in order avoid additional maintenance costs. Because of the periodic use of these older radios, LAFD anticipates retaining these radios will offer several additional years of useful life to support Department operations with no additional maintenance costs.

ITA and LAFD propose to utilize the \$1.4 million provided by Sprint to fund the work of staff who will remove the unused channels from the radios, of which \$1.2 million is requested to be appropriated to the departments' budgetary accounts. It is anticipated this effort will take between 18 months to two years. ITA and LAFD anticipate requesting to reappropriate any funds not expended in 2019-20 to 2020-21 to continue this effort. The following chart details how the departments propose to use the funding:

<b>Department/Account</b>	<b>Purpose</b>	<b>Amount</b>
<b>ITA</b>		
Hiring Hall Salaries	To hire as-needed Communications Electricians (CEs) to remove the unused channels, optimize the radios, and perform preventative maintenance on the radios	\$ 373,524.00
Communication Services	To purchase testing equipment needed to ensure the channels are accurately removed	414,961.89
Office and Administrative	For training of the as-needed CEs on how to remove the radio channels	50,000.00
General Fund Revenue	To reimburse the General Fund for related costs of the as-needed CEs	189,712.80
<b>ITA Subtotal</b>		<b>1,028,198.69</b>
<b>LAFD</b>		
Overtime, Variable Staffing	To fund overtime for one Captain II to serve as the project manager and provide oversight for the project (\$156,000) and one Captain I to serve as the communications expert and identify and resolve any issues associated with the project (\$156,000)	312,000.00
Overtime, General	To fund overtime for one full-time CE that will oversee technical aspects of the project including the channel removal and functional system testing	78,000.00
<b>LAFD Subtotal</b>		<b>390,000.00</b>
<b>Total</b>		<b>\$1,418,198.69</b>

Sprint has complied with all applicable contracting requirements. Due to the unique nature of this Agreement, the City Attorney determined the Agreement is not subject to the majority of the City's typical contracting requirements. As the Agreement represents a contractual obligation exceeding three years in term, Council approval of the proposed Amendment is required in accordance with Los Angeles Administrative Code Section 10.5(a).

## **FISCAL IMPACT STATEMENT**

Approval of the recommendations of this report will allow the City to accept up to \$1.4 million from Sprint to reimburse the City for costs associated with reconfiguring Los Angeles Fire Department radios to operate on a different set of frequencies. The \$1.4 million in reimbursement fully recovers the City's costs associated with this frequency reconfiguration for approximately 5,000 radios. In order to ensure the City does not incur additional maintenance costs associated with these radios, the LAFD indicates that in the event of a future malfunction, these radios will be removed from service and salvaged. Therefore, there is no impact to the General Fund.

*RHL:MAV:11200025c*

Attachments

**TED M. ROSS**  
GENERAL MANAGER  
CHIEF INFORMATION OFFICER

**JOYCE J. EDSON**  
EXECUTIVE OFFICER

**JEANNE M. HOLM**  
ASSISTANT GENERAL MANAGER

**ANTHONY MOORE**  
ASSISTANT GENERAL MANAGER

**LAURA ITO**  
ASSISTANT GENERAL MANAGER

# CITY OF LOS ANGELES

CALIFORNIA



**ERIC GARCETTI**  
MAYOR

## ITA

INFORMATION TECHNOLOGY AGENCY

CITY HALL EAST  
200 N MAIN ST, ROOM 1400  
LOS ANGELES, CA 90012  
213.978.3311

[ita.lacity.org](http://ita.lacity.org)

August 7, 2019

REF: FAS-209-19

The Honorable Eric Garcetti  
Mayor, City of Los Angeles  
Room 303, City Hall  
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

Subject: **REQUEST TO APPROVE AMENDMENT #3 TO AGREEMENT C-128577,  
FREQUENCY RECONFIGURATION AGREEMENT ("FRA") BETWEEN THE CITY  
OF LOS ANGELES AND SPRINT NEXTEL CORPORATION**

Dear Mayor Garcetti:

Attached for your review and approval is the proposed amendment #3 to the Frequency Reconfiguration Agreement ("FRA") between the City of Los Angeles and Sprint Nextel Corporation, providing for the reconfiguration of the City of Los Angeles Fire Department (LAFD) radio communications system.

This amendment provides that Sprint will make a cash payment to the City of Los Angeles totaling \$1,418,198.69. This is in addition to the payment in the amount of \$572,107.80 that Sprint previously made to the City. City Council approval for the amendment is sought to allow ITA and LAFD to accept the cash payment from Sprint and complete the frequency reconfiguration work.

## BACKGROUND

In August 2004, the Federal Communications Commission (FCC) issued a final order requiring the reconfiguration of 800 MHz public safety radio communications systems. The Order requires the reconfiguration of the LAFD 800 MHz radio system from its incumbent channels to alternative channels in the 800 MHz band, to resolve interference being caused by commercial operations in the band. Under the Order, Sprint Nextel Communications is required to pay all costs of reconfiguration incurred by the City, including both internal costs as well as amounts paid to vendors, related to planning, negotiating, and implementing reconfiguration of the LAFD 800 MHz system.

In November 2014, after several years of planning by LAFD and ITA and six months of negotiations, the City entered into a Frequency Reconfiguration Agreement with Sprint. The FRA provided that LAFD and ITA would reprogram LAFD's entire fleet of mobile and portable radios two separate times – first to add the new frequencies provided by Sprint, and subsequently to remove the old frequencies being surrendered by LAFD – with the system infrastructure being changed from the old to the new frequencies after the first radio touch and before the second touch.

The original agreement entered in 2014, provided for the programming of 8,289 LAFD radios utilizing replacement crews and vehicles to be made available internally by LAFD, and provided payment by Sprint of \$1,435,467.60 to the City to cover all of its internal costs. The agreement also provided that Sprint will pay the City's vendors doing work on the project, including payment of \$2,928,330.20 to Motorola and payment of \$89,260.00 to the City's outside counsel for legal services in representing the City in negotiating and implementing the FRA.

The FRA was subsequently amended twice as work requirements changed. Amendment 1, dated December 2015, provided an additional \$20,761.00 to be paid to Motorola for programming an additional 30 radios located after the FRA was executed.

Amendment 2 made a significant change in the methodology used for reprogramming radios by eliminating the use of replacement crews and vehicles during the first touch and shifting more of the reprogramming work to the City's outside vendor, Motorola. Accordingly, Amendment 2 reduced the amount of the total payment to the City to be made under the FRA for completing both radio touches to \$1,144,197.60 (\$981,240.00 to LAFD and \$162,957.60 to ITA). Amendment 2 also increased the amount of the total payment to be made to Motorola under the FRA during the two phases of reprogramming to \$3,140,737.11.

To date, the City has completed the first radio programming and the infrastructure has been programmed to operate on the new frequencies. Accordingly, LAFD's radio system is now operating only on the new frequencies. However, the old frequencies have not yet been removed from the radios. In completing the first touch to LAFD's radios, the City reprogrammed a total of 5,000 radios, which was a significant reduction from nearly 8,300 radios that the City originally anticipated reprogramming. This reduction is attributable to changes in the radio fleet, including cache radios, subsequent to the planning activities completed during the first half of 2014. This reduction in the number of reprogrammed radios resulted in a lower overall cost of reconfiguration, as well as a lower cost for the reprogramming of the radios.

### **AMENDMENT 3**

Earlier this year, Sprint proposed to ITA and LAFD that the parties close the FRA without waiting for the City to remove the old frequencies from the LAFD radios. Sprint proposed to pay the City a cash payment to cover the City's costs for removing the old frequencies from the radios after closing of the FRA.

After several months of negotiation overseen by a mediator appointed by the FCC's 800 MHz Transition Administrator, LAFD, ITA and Sprint agreed to the FRA Amendment 3.

Under the Amendment 3, the total cash amount paid to the City by Sprint under the FRA is increased by \$846,099.89, to \$1,990,297.49. The total amount paid to Motorola by Sprint is reduced by \$2,051,431.56, to \$1,089,305.55, which covers all of Motorola's costs related to 800 MHz rebanding of the LAFD system. Amendment 3 also provides an additional \$61,806.76 to be paid by Sprint directly to the outside legal counsel.

While the total cost under the agreement (including City and vendors costs) is reduced from the Amendment 2 estimate of \$4,392,594.71 to a revised total of \$3,249,069.80, this reduction is attributable to the reduction in costs for both the first and second touches stemming from the change in methodology (elimination of replacement crews and vehicles) and the reduction in total radios in the fleet. Importantly, not only does Amendment 3 provide for the payment by Sprint of

all costs for the City's outside vendors and legal counsel on this matter, the final cashout payment by Sprint to the City is ample to cover the City's internal costs on this matter.

Accordingly, in Amendment 3, Sprint and the City agree to the following:

- Sprint will make additional cash payment to ITA totaling \$1,028,198.69, prior to closing (in addition to the \$81,478.80 previously paid).
- Sprint will make additional cash payment to LAFD totaling \$390,000 prior to closing (in addition to the \$490,620 previously made).
- The City will no longer be obligated to complete the removal of frequencies from its radios.
- The City will no longer be obligated to document the City's internal costs paid by Sprint, including \$572,098.80 received by the City.
- Sprint will accept any inadvertent interference caused on the "old" channels by LAFD prior to the removal of those frequencies from LAFD radios.

ITA and LAFD plan to remove the old frequencies from the radios during the next 18 months, however rather than doing the work as a separate project, it will be done as part of an ongoing system wide maintenance and upgrade program that LAFD and ITA already have underway. This will alleviate the need, and associated risk, of taking equipment out of service on two separate occasions – once for the frequency removal (with costs covered by Sprint) and once for the maintenance/upgrade program (with costs covered by the City). Instead, the final payment by Sprint to the City will pay for City resources to complete the maintenance and upgrade program as well as the frequency removal for the entire fleet of radios.

ITA will complete the 2<sup>nd</sup> touch to the LAFD Radio Fleet. ITA will remove the pre-rebanded frequencies, optimize the radios, and perform preventative maintenance on the LAFD fleet. For ITA, the funding from Sprint will be used to cover the following:

- Purchase test equipment (monitors, emergency trigger etc.) needed to accurately reband (\$414,961.89)
- Bring in as-needed Hiring Hall (HH)- Communications Electricians (CE) workforce (\$563,236.80)
- Train CEs working on the project in rebanding procedure. \$50,000

Los Angeles Fire Department will be allocating Rebanding Funds totaling \$390,000 to the appropriate overtime accounts to enable a Fire Captain II, Fire Captain I and Communications Electrician to perform various tasks.

**FISCAL IMPACT:**

Approval of this agreement has no fiscal impact to the General Fund.

The Honorable Eric Garcetti  
August 7, 2019  
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**RECOMMENDATION:**

That the Council, subject to the approval of the Mayor, authorize the General Manager of ITA or his designee to:

1. Execute Amendment No. 3 with Sprint Nextel Corporation; and
2. Execute Reconfiguration Certifications; and
3. Accept and receive on behalf of the City, funds from Sprint Nextel Corporation in an amount up to \$1,418,198.69.

ITA further recommends that upon acceptance of funds from Sprint Nextel Corporation, the City Council authorizes the Controller to:

1. Deposit said funds in the following accounts:
  - a. \$1,028,198.69 to Fund 100/32/RSC 5188, Misc Revenue-Others
  - b. \$390,000 to Fund 100/Dept 38 Revenue Source 5188, Misc. Revenue Account
2. Transfer \$1,028,198.69 from the Miscellaneous Revenue-Others Account, Fund 100, Dept 32, RSC 5188 to:
  - a. \$373,524 to Fund 100/32/001100                      Hiring Hall Salaries
  - b. \$189,712.80 to Fund 100/32/RS 3811              Reimbursement from Other Agencies
  - c. \$414,961.89 to Fund 100/32/009350              Communication Services
  - d. \$50,000 to Fund 100/32/009350                      Office & Admin Account
3. Transfer \$390,000 from the Miscellaneous Revenue Account, Fund 100, Dept. 38, Revenue Source 5188 to:
  - a. \$312,000 to Fund 100/38/001098 – Overtime Variable Staffing Account
  - b. \$78,000 to Fund 100/38/001090 - Overtime Civilian Account
4. Authorize the CAO and ITA to make any technical corrections, revisions, or clarifications to the above instructions in order to effectuate these recommendations.

Sincerely,



Ted Ross  
Chief Information Officer, General Manager

Attachments

cc: Melissa Velasco, CAO  
Ralph Terrazas, LAFD  
June Gibson, LAFD

## AMENDMENT #3 TO FREQUENCY RECONFIGURATION AGREEMENT

THIS AMENDMENT #3 TO FREQUENCY RECONFIGURATION AGREEMENT, dated the \_\_\_\_ of \_\_\_\_\_, 2019 (the "Amendment #3" or "Amendment") amends and revises that certain Frequency Reconfiguration Agreement (the "Agreement"), dated November 11, 2014, as amended, by and between the City of Los Angeles, a political subdivision of the State of California ("Incumbent") and Nextel of California, Inc. ("Sprint").

Incumbent and Sprint hereby agree to amend and revise the Agreement as follows:

1. **Section 8:** Section 8 of the Agreement is revised, and replaced in its entirety with the following:

8. **No Changes:** The Parties have agreed, pursuant to a negotiated settlement ("Settlement"), facilitated by the Transition Administrator, to provide that all second subscriber touch activities not performed to date shall be removed from the Agreement, and a "cash out" payment shall be made by Sprint to Incumbent. This Amendment represents the terms and conditions of the Settlement. In accordance therewith, any additional costs and/or equipment needed to achieve the Reconfiguration are the sole responsibility of Incumbent. Incumbent, including Incumbent's Vendor(s), shall neither submit to Sprint a change notice for a proposed increase in the Cost Estimate and/or a change in equipment, nor seek reimbursement from Sprint of any proposed cost increases.

2. **Schedule C:** Schedule C-2 to the Agreement is revised and replaced in its entirety with the Schedule C-3 attached to this Amendment.

3. As part of the Settlement, Incumbent agrees to the following conditions:

- Incumbent shall make its best efforts to execute this Amendment 3 within ninety (90) days of receipt of the final Amendment as agreed to by the Parties, including receipt by Sprint of notification from Incumbent that the Amendment is approved as is; this notification to be received by Sprint no later than April 18, 2019.
- Incumbent shall sign and return to Sprint the Reconciliation Statement within five (5) days of the execution of this Amendment 3.
- Incumbent shall sign and return to Sprint the Agreement Closing documents within five (5) days of the execution of this Amendment 3. The Closing documents shall contain a separate statement in which Incumbent certifies that it has received Comparable Facilities, as defined in the Agreement.
- The second touch subscriber programming activities and funds are no longer covered under the Agreement, and therefore, are not subject to the certifications and Closing documents.

4. As part of the Settlement, Sprint and Incumbent agree to the following:

- Sprint shall pay all costs due under this Amendment via wire transfer within fifteen (15) business days of the signing of the Closing documents by Incumbent, receipt by Sprint of complete wire transfer instructions, receipt of an invoice and signed Incumbent Acknowledgement form.
- Sprint agrees to accept inadvertent interference to Sprint on the Incumbent pre-rebanding NPSPAC MA Frequencies that may be caused by Incumbent's operations prior to Incumbent's completion of the second touch activities after Closing.
- Regarding the initial payments made to Incumbent Los Angeles Fire Department in the amount of \$490,620.00 and Incumbent Los Angeles Information Technology Agency in the amount of \$81,478.80: Sprint waives the required cost support documentation for the portion of the initial payments that apply to the non-2<sup>nd</sup> touch costs, which total \$438,511.74. The remaining \$133,587.06 will be deducted from the second touch settlement funds.
- Sprint agrees to submit this Amendment to the Transition Administrator ("TA") for approval as soon as possible upon receipt of an email from Incumbent that the Amendment is approved as is. Once approved by the TA, Sprint will sign the amendment within five business (5) days, and send to the Incumbent for execution.


All capitalized terms not defined herein shall have the definitions set forth in the Agreement. Except as set forth above, there is no other revision or amendment to the Agreement or the obligations of the Incumbent and/or Sprint, and the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment as of the date first written above.

INCUMBENT

By: \_\_\_\_\_  
Name:  
Title:

SPRINT

By:   
Name: Patricia Tikkala  
Title: Vice President, Spectrum

**SCHEDULE C-3**

**800 MHZ RECONFIGURATION**

**COST ESTIMATE - CERTIFIED REQUEST**

**Request for Reconfiguration Funding**

**Incumbent's Name:** LOS ANGELES, CITY OF, CA Fire

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

**Incumbent Payment Terms:** Sprint will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Sprint has paid Incumbent Los Angeles Fire Department \$490,620.00 and Incumbent Los Angeles Information Technology Agency \$81,478.80.

Sprint will make a final Settlement payment to Incumbent Los Angeles Fire Department in the amount of \$390,000.00 and a Settlement payment to Incumbent Los Angeles Information Technology Agency in the amount of \$1,028,198.69 (This Settlement payment has already been reduced by \$133,587.06 to account for the overpayment by Sprint of the initial payments; no further reductions will be made to the Settlement payment.) after all of the following conditions have been met. The payment will be made within 30 days (15 days if by wire transfer and incumbent provides wire transfer information when signing Amendment 3) after the final condition has been met: (i) Incumbent will make its best efforts to execute this Amendment 3 within ninety (90) days of receipt of the final Amendment as agreed to by the Parties, including receipt by Sprint of notification from Incumbent that the Amendment is approved as is; this notification to be received by Sprint no later than April 18, 2019; and (ii) within (5) days of the execution of this Amendment 3, Incumbent shall sign and return to Sprint the Reconciliation Statement; and (iii) within (5) days of the execution of this Amendment 3 Incumbent shall sign and return to Sprint the Agreement Closing documents. The Closing documents shall contain a separate statement in which Incumbent certifies that it has received Comparable Facilities, as defined in the Agreement; and (iv) receipt of an invoice and signed Incumbent Acknowledgement form.

**Vendor Payment Terms:** Sprint 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. Sprint will pay each Vendor within 30 days after receipt by Sprint of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice.

**1. System Description:** City of Los Angeles Fire Department (LAFD) owns repeaters on 7 different mutual aid channels at Verdugo Peak and San Pedro Hill radio sites. LAFD has 10 portable repeaters, 1,900 mobiles and 3,100 portables. Only the retuning of the portable repeaters, mobiles, and portables is included as part of this proposal.

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

	<b>Total In System</b>	<b>Total Included in FRA</b>
Base station frequencies	0	0
- Voice channels	0	0
- Home/Control channels	0	0
Portable Repeaters	10	10
Other sites (remote recv, BDA)	0	0
Subscriber units retuned	5,000	5,000
Subscriber units reprogrammed		
Subscriber units replaced	0	0

Subscriber units rebanded total	5,000	5,000
Entities operating on the system	1	1

**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	Completed		
Reconfiguration Planning	Completed		
Reconfigure Subscriber Equipment	Completed		
Reconfigure Infrastructure Equipment	NA	NA	NA
System Acceptance	NA	NA	NA

**3. Implementation Plan:** Los Angeles's LAFD Rebanding Cost Estimate and Motorola's Implementation Proposal, both submitted on 6/30/2014, and associated deliverables describe the reconfiguration implementation plan.

**4. Cost Estimate:**

Description of Work To Be Performed	Payee (separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)
<b>1. Subscriber Reconfiguration Services - First Touch</b> ----- Subscriber ----- <ul style="list-style-type: none"> <li>• LA Fire - Fire Engine - Includes 2 staffs, and Fire vehicle (105 units @ 10.00 hrs each @ \$350.00 /hr = \$367,500.00)</li> <li>• LA Fire - Rescue Ambulance - Includes 2 staffs, and Fire vehicle (105 days at 12 hrs a day) (105 units @ 10.00 hrs each @ \$172.00 /hr = \$180,600.00)</li> <li>• City ITA - Templates, 2 templates for each touch (2 units @ 1.00 hrs each @ \$79.44 /hr = \$158.88)</li> <li>• City ITA - Program radios (18 radios; 1 hr/radio) (18 @ \$79.44 /unit = \$1,429.92)</li> <li>• City ITA - Templates, 2 templates for each touch (2 units @ 1.00 hrs each @ \$79.44 /hr = \$158.88)</li> <li>• City ITA - Program radios (18 radios; 1 hr/radio) (18 @ \$79.44 /unit = \$1,429.92)</li> </ul>	(Incumbent) LAFD	\$551,277.60

<p>----- Subscriber -----</p> <ul style="list-style-type: none"> <li>• AE - • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (766 units @ 0.90 hrs each @ \$213.00 /hr = \$146,842.20)</li> <li>• AE - Removal and re-install of existing mobile radio if radio cannot be programmed in the vehicle due to obstruction to programming port. (250 units @ 1.00 hrs each @ \$213.00 /hr = \$53,250.00)</li> <li>• AE - • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (1307 units @ 0.70 hrs each @ \$213.00 /hr = \$194,873.70)</li> <li>• Day - • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (2295 units @ 0.90 hrs each @ \$166.00 /hr = \$342,873.00)</li> <li>• Day - Removal and re-install of existing mobile radio if radio cannot be programmed in the vehicle due to obstruction to programming port. (750 units @ 1.00 hrs each @ \$166.00 /hr = \$124,500.00)</li> <li>• Day - • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (3921 units @ 0.70 hrs each @ \$166.00 /hr = \$455,620.20)</li> </ul>	<p>(Vendor) Motorola</p>	<p>\$1,317,959.10</p>
<p><b>II. Subscriber Reconfiguration Services - Second (or subsequent) Touch</b></p> <p>----- Subscriber -----</p> <ul style="list-style-type: none"> <li>• LA Fire - Fire Engine - Includes 2 staffs, and Fire vehicle (105 units @ 10.00 hrs each @ \$350.00 /hr = \$367,500.00)</li> <li>• LA Fire - Rescue Ambulance - Includes 2 staffs, and Fire vehicle (105 days at 12 hrs a day) (105 units @ 10.00 hrs each @ \$172.00 /hr = \$180,600.00)</li> </ul>	<p>(Incumbent) LAFD</p>	<p>\$548,100.00</p>
<p>----- Subscriber -----</p>	<p>(Vendor)</p>	<p>\$1,329,164.10</p>

<ul style="list-style-type: none"> <li>• AE - Second programming of subscribers(remove old freqs) Mobiles (766 units @ 0.90 hrs each @ \$213.00 /hr = \$146,842.20)</li> <li>• AE - R&amp;R of Mobiles 2nd Touch (250 units @ 1.00 hrs each @ \$213.00 /hr = \$53,250.00)</li> <li>• AE - Second programming of subscribers(remove old freqs) Portables (1307 units @ 0.70 hrs each @ \$213.00 /hr = \$194,873.70)</li> <li>• Day - Second programming of subscribers(remove old freqs) Mobiles (2295 units @ 0.90 hrs each @ \$166.00 /hr = \$342,873.00)</li> <li>• Day - R&amp;R of Mobiles 2nd Touch (750 units @ 1.00 hrs each @ \$166.00 /hr = \$124,500.00)</li> <li>• Day - Second programming of subscribers(remove old freqs) Portables (3921 units @ 0.70 hrs each @ \$166.00 /hr = \$455,620.20)</li> <li>• AE - Modify Templates - 2nd. Programming (45 units @ 1.50 hrs each @ \$166.00 /hr = \$11,205.00)</li> </ul>	<p>Motorola</p>	
<p><b>III. Infrastructure Reconfiguration - Services</b> ----- Infrastructure -----</p> <ul style="list-style-type: none"> <li>• MSS - Retune (10) Daniels portable repeaters (2 touches) (1 @ \$8,087.00 /unit = \$8,087.00)</li> <li>• MSS - Portable repeater mobilization (2 touches) (1 @ \$1,046.00 /unit = \$1,046.00)</li> </ul>	<p>(Vendor) Motorola</p>	<p>\$9,133.00</p>
<p><b>IV. Project Management, including on site supervision</b> ----- Subscriber -----</p> <ul style="list-style-type: none"> <li>• LA Fire - Project Manager (300hrs @ \$110.00 /hr = \$33,000.00)</li> <li>• LA Fire - Field Manager - Project coordinator - Fire Captain (105 days at 10 hrs a day) (105 units @ 10.00 hrs each @ \$110.00 /hr = \$115,500.00)</li> <li>• City ITA - Project Manager - Rebanding Project Manager (105hrs @ \$103.00 /hr =</li> </ul>	<p>(Incumbent) LAFD</p>	<p>\$318,630.00</p>

<p>\$10,815.00)</p> <ul style="list-style-type: none"> <li>• LA Fire - Project Manager (300hrs @ \$110.00 /hr = \$33,000.00)</li> <li>• LA Fire - Field Manager - Project coordinator - Fire Captain (105 days at 12 hrs a day) (105 units @ 10.00 hrs each @ \$110.00 /hr = \$115,500.00)</li> <li>• City ITA - Project Manager - Rebanding Project Manager (105hrs @ \$103.00 /hr = \$10,815.00)</li> </ul>		
<p>----- Professional Services -----</p> <ul style="list-style-type: none"> <li>• PM - Project Manager (280hrs @ \$190.00 /hr = \$53,200.00)</li> </ul> <p>----- Subscriber -----</p> <ul style="list-style-type: none"> <li>• PM - Planning and Coordination Meeting (24hrs @ \$190.00 /hr = \$4,560.00)</li> <li>• PM - Subscriber Coordination (315hrs @ \$190.00 /hr = \$59,850.00)</li> <li>• PM - Template &amp; Flash/program procedures (8hrs @ \$190.00 /hr = \$1,520.00)</li> <li>• PM - Planning and Coordination Meeting (8hrs @ \$190.00 /hr = \$1,520.00)</li> <li>• PM - Subscriber Coordination (315hrs @ \$190.00 /hr = \$59,850.00)</li> <li>• PM - Template &amp; Flash/program procedures (8hrs @ \$190.00 /hr = \$1,520.00)</li> </ul>	<p>(Vendor) Motorola</p>	<p>\$182,020.00</p>
<p><b>V. Engineering Services</b></p> <p>----- Subscriber -----</p> <ul style="list-style-type: none"> <li>• City ITA - Engineer - Engineering, code plugs, testing (45hrs @ \$93.00 /hr = \$4,185.00)</li> <li>• City ITA - Engineer - Engineering, code plugs, testing (45hrs @ \$93.00 /hr = \$4,185.00)</li> </ul>	<p>(Incumbent) LAFD</p>	<p>\$8,370.00</p>
<p>----- Professional Services -----</p> <ul style="list-style-type: none"> <li>• SE - System Engineer (144hrs @ \$190.00 /hr = \$27,360.00)</li> <li>• ST - System Technologist (128hrs @ \$190.00 /hr = \$24,320.00)</li> </ul> <p>----- Subscriber -----</p>	<p>(Vendor) Motorola</p>	<p>\$75,740.00</p>

<ul style="list-style-type: none"> <li>• AE - Modify Radio Templates (Masks) for Flashed Units (45 units @ 2.00 hrs each @ \$166.00 /hr = \$14,940.00)</li> <li>• ST - Template &amp; Flash/program procedures (24hrs @ \$190.00 /hr = \$4,560.00)</li> <li>• ST - Template &amp; Flash/program procedures (24hrs @ \$190.00 /hr = \$4,560.00)</li> </ul>		
<b>VI. Travel (except third party legal, which should be included in Contract, Legal and Regulatory Filings)</b> ----- Subscriber ----- <ul style="list-style-type: none"> <li>• LA Fire - Travel - Fire Dept Vehicle for Fire Captain (Field Manager) to go to site (105 days at 50 miles/ day @0.58 per mile) (5250 @ \$0.58 /unit = \$3,045.00)</li> <li>• LA Fire - Travel - Fire Dept Vehicle for Fire Chief to go to site (105 days at 100 miles/ day @0.58 per mile) (5250 @ \$0.58 /unit = \$3,045.00)</li> </ul>	(Incumbent) LAFD	\$6,090.00
----- Professional Services ----- <ul style="list-style-type: none"> <li>• TE - Travel Expenses (1 @ \$14,314.00 /unit = \$14,314.00)</li> </ul>	(Vendor) Motorola	\$14,314.00
<b>VII. Contract, Legal and Regulatory Filings (includes all third party tasks, including project management, travel)</b> ----- Legal ----- <ul style="list-style-type: none"> <li>• Legal Fees (20hrs @ \$150.00 /hr = \$3,000.00)</li> </ul>	(Incumbent) LAFD	\$3,000.00
----- Legal ----- <ul style="list-style-type: none"> <li>• Legal Fees (218.5hrs @ \$400.00 /hr = \$87,400.00)</li> <li>• Travel Expenses - 3 trips, Airfare, car, lodging, meals (1 @ \$1,860.00 /unit = \$1,860.00)</li> </ul>	(Vendor) Mathew J. Plache	\$89,260.00
<b>Amendment - 1 (Previous)</b>		
<b>Description of Work To Be Performed</b>	<b>Payee(separately identify Incumbent and each Vendor being paid for work performed)</b>	<b>Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)</b>
<b>VIII. Subscriber Reconfiguration Services - First Touch</b> ----- Subscriber -----	(Vendor) Motorola	\$20,761.00

<ul style="list-style-type: none"> <li>• Pickup and inventory 30 spare Kenwood radios (3 @ \$136.00 /unit = \$408.00)</li> <li>• Kenwood Depot costs to install Option L-889 (100 @ \$80.00 /unit = \$8,000.00)</li> <li>• Removal of radio and installation of upgrade model (1hr) (70 units @ 1.00 hrs each @ \$166.00 /hr = \$11,620.00)</li> <li>• Shipping (1 @ \$733.00 /unit = \$733.00)</li> </ul>		
<p><b>IX. Contract, Legal and Regulatory Filings</b> (includes all third party tasks, including project management, travel)</p> <p>----- Legal -----</p> <ul style="list-style-type: none"> <li>• Process COR 1 (4hrs @ \$400.00 /hr = \$1,600.00)</li> </ul>	(Vendor) Mathew J. Plache	\$1,600.00
<b>Amendment - 2 (Previous)</b>		
<b>Description of Work To Be Performed</b>	<b>Payee(separately identify Incumbent and each Vendor being paid for work performed)</b>	<b>Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)</b>
<p><b>X. Subscriber Reconfiguration Services - First Touch</b></p> <p>----- Subscriber -----</p> <ul style="list-style-type: none"> <li>• LA Fire - Fire Engine - Includes 2 staffs, and Fire vehicle (-105 units @ 10.00 hrs each @ \$350.00 /hr = (\$367,500.00))</li> <li>• LA Fire - Rescue Ambulance - Includes 2 staffs, and Fire vehicle (105 days at 12 hrs a day) (-105 units @ 10.00 hrs each @ \$172.00 /hr = (\$180,600.00))</li> <li>• LA Fire - To address expanded schedule: Field Manager - Project coordinator - Fire Captain (105 days at 10 hrs a day) (105 units @ 10.00 hrs each @ \$110.00 /hr = \$115,500.00)</li> </ul>	(Incumbent) LAFD	(\$432,600.00)
<p>----- Subscriber -----</p> <p>Additional costs being added to account for 20% of the subscriber retune work being done on overtime (time and a half). The rates shown are for half the normal rate. OT is added to accommodate unforeseen schedule and availability issues.</p> <p>Shop 1 (AE) Effort</p> <ul style="list-style-type: none"> <li>• AE - • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional posttest of existing radio - Talk</li> </ul>	(Vendor) Motorola	\$191,645.91

<p>group call on system (137.88hrs @ \$106.50 /hr = \$14,684.22)</p> <ul style="list-style-type: none"> <li>• AE - Removal and re-install of existing mobile radio if radio cannot be programmed in the vehicle due to obstruction to programming port. (50hrs @ \$106.50 /hr = \$5,325.00)</li> <li>• AE - • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional posttest of existing radio - Talk group call on system (182.98hrs @ \$106.50 /hr = \$19,487.37)</li> </ul> <p>Shop 2 (Day Wireless) Effort</p> <ul style="list-style-type: none"> <li>• Day - • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional posttest of existing radio - Talk group call on system (413.1hrs @ \$83.00 /hr = \$34,287.30)</li> <li>• Day - Removal and re-install of existing mobile radio if radio cannot be programmed in the vehicle due to obstruction to programming port. (150hrs @ \$83.00 /hr \$12,450.00)</li> <li>• Day - • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional posttest of existing radio - Talk group call on system (548.94hrs @ \$83.00 /hr = \$45,562.02)</li> <li>• Additional PM to manage changes to schedule and equipment availability (315hrs @ \$190.00 /hr = \$59,850.00)</li> </ul>		
<p><b>XI. Project Management, including on site supervision</b></p> <p>----- Subscriber -----</p> <ul style="list-style-type: none"> <li>• LA Fire - To address expanded schedule: Project Management &amp; Onsite Supervision (105hrs @ \$110.00 /hr = \$11,550.00)</li> </ul>	<p>(Incumbent) LAFD</p>	<p>\$11,550.00</p>
<p>----- Subscriber -----</p> <ul style="list-style-type: none"> <li>• City ITA - To address expanded schedule: Project Management &amp; Onsite Supervision (105hrs @ \$103.00 /hr = \$10,815.00)</li> </ul>	<p>(Incumbent) LA ITA</p>	<p>\$10,815.00</p>

<p>----- Subscriber -----</p> <ul style="list-style-type: none"> <li>City ITA - To address expanded role and schedule: Field Engineer - Subscriber Reconfiguration Services (210 units @ 5.50 hrs each @ \$103.00 /hr = \$118,965.00)</li> </ul>	<p>(Incumbent) LA ITA</p>	<p>\$118,965.00</p>
<p><b>XIII. Contract, Legal and Regulatory Filings (includes all third party tasks, including project management, travel)</b></p> <p>----- Legal -----</p> <ul style="list-style-type: none"> <li>Calls with client and Motorola, document review, legal analysis, change order preparation and submission (25hrs @ \$400.00 /hr = \$10,000.00)</li> <li>Negotiating and finalizing change order (5hrs @ \$400.00 /hr = \$2,000.00)</li> <li>additional time resulting from extension of project schedule (12hrs @ \$400.00 /hr = \$4,800.00)</li> </ul>	<p>(Vendor) Mathew J. Plache</p>	<p>\$16,800.00</p>
<p><b>Amendment - 3 (New)</b></p>		
<p><b>Description of Work To Be Performed</b></p>	<p><b>Payee(separately identify Incumbent and each Vendor being paid for work performed)</b></p>	<p><b>Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)</b></p>
<p><b>XIV. Subscriber Reconfiguration Services - First Touch</b></p> <p>----- Subscriber -----</p> <p>First touch True Up: Reduction of Subscriber Work required for 1st Touch activities</p> <ul style="list-style-type: none"> <li>Day - • Mobiles: Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (-635 units @ 0.90 hrs each @ \$166.00 /hr = (\$94,869.00))</li> <li>Day - Mobiles: Removal and re-install of existing mobile radio if radio cannot be programmed in the vehicle due to obstruction to programming port. (-567 units @ 1.00 hrs each @ \$166.00 /hr = (\$94,122.00))</li> <li>Day - • Portables: Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (-1038 units @ 0.70 hrs each @ \$166.00 /hr =</li> </ul>	<p>(Vendor) Motorola</p>	<p>(\$819,786.11)</p>

<ul style="list-style-type: none"> <li>• (\$120,615.60))</li> <li>• Day - Modify Radio Templates (Masks) for Flashed Units (-13 units @ 2.00 hrs each @ \$166.00 /hr = (\$4,316.00))</li> <li>• Day - Kenwood Depot costs to install Option L-889 (-19 @ \$80.00 /unit = (\$1,520.00))</li> <li>• Day - Kenwood - Removal of radio and installation of upgrade model (1hr) (-19 @ \$166.00 /unit = (\$3,154.00))</li> <li>• Day - Overtime Mobile retune (-169.2hrs @ \$83.00 /hr = (\$14,043.60))</li> <li>• Day - Overtime Mobile remove/reinstall (-118hrs @ \$83.00 /hr = (\$9,794.00))</li> <li>• Day - Overtime retune portables (-516.74hrs @ \$83.00 /hr = (\$42,889.42))</li> <li>• Advanced - • Mobiles: Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (-766 units @ 0.90 hrs each @ \$213.00 /hr = (\$146,842.20))</li> <li>• Advanced - Mobiles: Removal and re-install of existing mobile radio if radio cannot be programmed in the vehicle due to obstruction to programming port. (-250 units @ 1.00 hrs each @ \$213.00 /hr = (\$53,250.00))</li> <li>• Advanced - • Portables: Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (-1307 units @ 0.70 hrs each @ \$213.00 /hr = (\$194,873.70))</li> <li>• Advanced - Overtime Mobile retune (-137.88 @ \$106.50 /unit = (\$14,684.22))</li> <li>• Advanced - Overtime Mobile remove/reinstall (-50 @ \$106.50 /unit = (\$5,325.00))</li> <li>• Advanced - Overtime retune portables (-182.98 @ \$106.50 /unit = (\$19,487.37))</li> </ul>		
<p><b>XV. Subscriber Reconfiguration Services - Second (or subsequent) Touch</b> ----- Subscriber -----</p> <ul style="list-style-type: none"> <li>• LA Fire - Fire Engine - Includes 2 staffs, and Fire vehicle (-105 units @ 10.00 hrs each @ \$350.00 /hr = (\$367,500.00))</li> <li>• LA Fire - Rescue Ambulance - Includes 2 staffs, and Fire vehicle (105 days at 12 hrs a day) (-105 units @ 10.00 hrs each @ \$172.00 /hr = (\$180,600.00))</li> <li>• LA Fire - To address expanded schedule: Field Manager - Project coordinator - Fire Captain (228 units @ 10.00 hrs each @</li> </ul>	<p>(Incumbent) LAFD</p>	<p>\$8,965.86</p>

<p>\$169.65 /hr = \$386,802.00)</p> <p><b>Descoped 2nd touch costs to be applied to settlement</b></p> <ul style="list-style-type: none"> <li>• LA Fire - To address expanded schedule: Field Manager - Project coordinator - Fire Captain (105 days at 10 hrs a day) (-300hrs @ \$110.00 /hr = (\$33,000.00))</li> <li>• LA Fire - To address expanded schedule: Field Manager - Project coordinator - Fire Captain (-228 units @ 10.00 hrs each @ \$169.65 /hr = (\$386,802.00))</li> </ul> <p><b>2nd touch funds applied to settlement (The following costs are the result of a settlement agreement agreed to by the City of Los Angeles Fire Department (LAFD), LA ITA and accepted by Motorola. These costs cover all of the tasks necessary to Reband the LAFD subscribers regardless of the quantity of units programmed. LAFD, LA ITA and Motorola agree they will not submit any future change requests.):</b></p> <ul style="list-style-type: none"> <li>• LA Fire - LAFD descoped funds applied to Settlement (1 @ \$535,302.00 /unit = \$535,302.00)</li> <li>• LA Fire - Funds descoped from Motorola and applied towards settlement (1 @ \$54,763.86 /unit = \$54,763.86)</li> </ul>		
<p>----- Subscriber -----</p> <ul style="list-style-type: none"> <li>• City ITA - 2nd touch funds applied to settlement (These costs are the result of a settlement agreement agreed to by the City of Los Angeles Fire Department (LAFD), LA ITA and accepted by Motorola. These costs cover all of the tasks necessary to Reband the LAFD subscribers regardless of the quantity of units programmed. LAFD, LA ITA and Motorola agree they will not submit any future change requests) (1 @ \$212,168.40 /unit = \$212,168.40)</li> <li>• City ITA - Funds descoped from Motorola and applied towards settlement (1 @ \$749,551.49 /unit = \$749,551.49)</li> </ul>	<p>(Incumbent) LA ITA</p>	<p>\$961,719.89</p>
<p>----- Subscriber -----</p> <p><b>Mot TU COR: The following changes are the result of trueing up the second touch quantities. They do not apply towards the settlement funds:</b></p> <ul style="list-style-type: none"> <li>• Advanced - Second programming of subscribers(remove old freqs) Mobiles (-766 units @ 0.90 hrs each @ \$213.00 /hr =</li> </ul>	<p>(Vendor) Motorola</p>	<p>(\$1,248,096.90)</p>

(\$146,842.20))

- Advanced - R&R of Mobiles 2nd Touch (- 250 units @ 1.00 hrs each @ \$213.00 /hr = (\$53,250.00))
- Advanced - Second programming of subscribers(remove old freqs) Portables (- 1307 units @ 0.70 hrs each @ \$213.00 /hr (\$194,873.70))
- Day - Second programming of subscribers(remove old freqs) Mobiles (-395 units @ 0.90 hrs each @ \$166.00 /hr = (\$59,013.00))
- Day - Second programming of subscribers(remove old freqs) Portables (- 821 units @ 0.70 hrs each @ \$166.00 /hr = (\$95,400.20))

**2nd Touch - from Motorola TU COR: Additional costs being added to account for 20% of the subscriber retune work being done on overtime (time and a half):**

- Day - •Mobiles: Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (342hrs @ \$83.00 /hr = \$28,386.00)
- Day - Mobiles: Removal and re-install of existing mobile radio if radio cannot be programmed in the vehicle due to obstruction to programming port. (37hrs @ \$83.00 /hr = \$3,071.00)
- Day - • Portables: Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (434hrs @ \$83.00 /hr = \$36,022.00)

**The following 2nd touch funds from the Mot TU COR are being descoped and applied towards the settlement:**

**2nd Touch - from Motorola COR: Additional costs being added to account for 20% of the subscriber retune work being done on overtime (time and a half).**

- Day - Mobiles: Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (- 342 @ \$83.00 / hr = (28,386.00))
- Day - •Mobiles: Functional Pre-Test of existing radio - Talk group call on system •

Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (- 37hrs @ \$83.00 /hr = (\$3,071.00))

- Day - Mobiles: Removal and re-install of existing mobile radio if radio cannot be programmed in the vehicle due to obstruction to programming port. (-434hrs @ \$83.00 /hr = (\$36,022.00))

**2nd touch subscriber work from FRA being descope and applied towards settlement:**

- Day - Second programming of subscribers(remove old freqs) Mobiles (- 1900 units @ 0.90 hrs each @ \$166.00 /hr (\$283,860.00))
- Day - R&R of Mobiles 2nd Touch (-750 units @ 1.00 hrs each @ \$166.00 /hr = (\$124,500.00))
- Day - Second programming of subscribers(remove old freqs) Portables (- 3100 units @ 0.70 hrs each @ \$166.00 /hr (\$360,220.00))
- Modify Templates - 2nd. Programming (-45 units @ 1.50 hrs each @ \$166.00 /hr = (\$11,205.00))

**Following is 2nd touch work performed by and paid to Motorola:**

- Day - Second programming of subscribers(remove old freqs) Mobiles (263 units @ 0.90 hrs each @ \$166.00 /hr = \$39,292.20)
- Day - Removal and re-install of existing mobile radio if radio cannot be programmed in the vehicle due to obstruction to programming port. (12 units @ 1.00 hrs each @ \$166.00 /hr = \$1,992.00)
- Day - Second programming of subscribers(remove old freqs) Portables (310 units @ 0.70 hrs each @ \$166.00 /hr = \$36,022.00)
- Day - Templates (9 units @ 1.50 hrs each @ \$166.00 /hr = \$2,241.00)
- Mot - Template & Flash/program procedures (8hrs @ \$190.00 /hr = \$1,520.00)

**XVI. Project Management, including on site supervision**

----- Professional Services -----

- Prepare for and travel to FCC meeting on 5/30/2017 re: Agnes Pennington assignment conflict (1 @ \$1,794.14 /unit = \$1,794.14)
- Travel & Expenses (40 @ \$103.00 /unit = \$4,120.00)

(Incumbent)  
LAFD

(\$109,585.86)

<p>----- Subscriber -----</p> <p><b>Descope 2nd touch costs to be applied to settlement:</b></p> <ul style="list-style-type: none"> <li>LA Fire - To address expanded schedule: Project Management &amp; Onsite Supervision (-105 units @ 10.00 hrs each @ \$110.00 /hr = (\$115,500.00))</li> </ul>		
<p>----- Subscriber -----</p> <p><b>2nd touch COR:</b></p> <ul style="list-style-type: none"> <li>City ITA - To address expanded schedule: Project Management &amp; Onsite Supervision (228hrs @ \$126.39 /hr = \$28,816.92)</li> </ul> <p><b>Descope 2nd touch costs to be applied to settlement:</b></p> <ul style="list-style-type: none"> <li>City ITA - Project Manager - Rebanding Project Manager (-105hrs @ \$103.00 /hr = (\$10,815.00))</li> <li>City ITA - To address expanded schedule: Project Management &amp; Onsite Supervision (-228hrs @ \$126.39 /hr = (\$28,816.92))</li> </ul>	<p>(Incumbent) LA ITA</p>	<p>(\$10,815.00)</p>
<p>----- Subscriber -----</p> <p><b>2nd Touch - from Motorola TU COR: Additional costs being added to account for 20% of the subscriber return work being done on overtime (time and a half):</b></p> <ul style="list-style-type: none"> <li>Mot - Additional PM to manage changes to schedule and equipment availability (203hrs @ \$190.00 /hr = \$38,570.00)</li> </ul> <p><b>The following 2nd touch funds from the Mot TU COR are being descope and applied towards the settlement.</b></p> <p><b>2nd Touch - from Motorola COR: Additional costs being added to account for 20% of the subscriber return work being done on overtime (time and a half):</b></p> <ul style="list-style-type: none"> <li>PM - Additional PM to manage changes to schedule and equipment availability (-203hrs @ \$190.00 /hr = (\$38,570.00))</li> </ul> <p><b>2nd touch subscriber work from FRA being descope and applied towards settlement:</b></p> <ul style="list-style-type: none"> <li>Mot PM - Planning and Coordination Meeting (-8hrs @ \$190.00 /hr = (\$1,520.00))</li> <li>Mot PM - Subscriber Coordination (-315hrs @ \$190.00 /hr = (\$59,850.00))</li> </ul>	<p>(Vendor) Motorola</p>	<p>\$11,400.00</p>

<ul style="list-style-type: none"> <li>• Mot PM - Template &amp; Flash/program procedures (-8hrs @ \$190.00 /hr = (\$1,520.00))</li> </ul> <p>Following is 2nd touch work performed by and paid to Motorola:</p> <ul style="list-style-type: none"> <li>• Mot - Planning and Coordination Meeting (8hrs @ \$190.00 /hr = \$1,520.00)</li> <li>• Mot - Subscriber Coordination: (383hrs @ \$190.00 /hr = \$72,770.00)</li> </ul>		
<p><b>XVII. Engineering Services</b> ----- Subscriber -----</p> <p><b>2<sup>nd</sup> touch COR:</b></p> <ul style="list-style-type: none"> <li>• City ITA - To address expanded role and schedule: Field Engineer - Subscriber Reconfiguration Services (333 units @ 4.00 hrs each @ \$126.39 /hr = \$168,351.48)</li> </ul> <p><b>Descoped 2nd touch costs to be applied to settlement:</b></p> <ul style="list-style-type: none"> <li>• City ITA - Engineer - Engineering, code plugs, testing (-45hrs @ \$93.00 /hr (\$4,185.00))</li> <li>• City ITA - To address expanded role and schedule: Field Engineer - Subscriber Reconfiguration Services (-333 units @ 4.00 hrs each @ \$126.39 /hr = (\$168,351.48))</li> </ul>	<p>(Incumbent) LA ITA</p>	<p>(\$4,185.00)</p>
<p><b>XVII. Engineering Services</b></p> <p>2nd touch subscriber work from FRA being descoped and applied towards settlement Template &amp; Flash/program procedures (-24 hours @\$190.00/hr = (\$4,560.00))</p> <p>Following is 2nd touch work performed by and paid to Motorola: Template &amp; Flash/program procedures (24 hours @\$190.00/hr = \$4,560.00)</p>	<p>(Vendor) Motorola</p>	<p>\$0.00</p>
<p><b>XVIII. Travel (except third party legal, which should be included in Contract, Legal and Regulatory Filings)</b> ----- Subscriber -----</p> <p>2nd Touch - from Motorola TU COR: Additional costs being added to account for 20% of the subscriber retune work being done on overtime (time and a half):</p> <ul style="list-style-type: none"> <li>• Mot - Travel and Expenses (1 @ \$16,000.00 /unit = \$16,000.00)</li> </ul>	<p>(Vendor) Motorola</p>	<p>\$5,051.45</p>

<p>The following 2nd touch funds from the Mot TU COR are being descoped and applied towards the settlement:</p> <ul style="list-style-type: none"> <li>PM - Travel and Expenses (-1 @ \$16,000.00 /unit = (\$16,000.00))</li> </ul> <p>Following is 2nd touch work performed by and paid to Motorola:</p> <ul style="list-style-type: none"> <li>Mot - T&amp;E (1 @ \$5,051.45 /unit = \$5,051.45)</li> </ul>		
<p><b>XIX. Contract, Legal and Regulatory Filings (includes all third party tasks, including project management, travel)</b></p> <p>----- Legal -----</p> <ul style="list-style-type: none"> <li>Prepare for and travel to FCC meeting on 5/30/2017 re: Agnes Pennington assignment conflict (1 units @ 38.50 hrs each @ \$400.00 /hr = \$15,400.00)</li> <li>Travel (1 @ \$806.76 /unit = \$806.76)</li> <li>Fees for COR, negotiating settlement, processing amendment for approval &amp; cost reconciliation assistance (114hrs @ \$400.00 /hr = \$45,600.00)</li> </ul>	<p>(Vendor) Mathew J. Plache</p>	<p>\$61,806.76</p>
<p><b>Amended Cost Totals:</b></p>		
<p>LAFD</p>	<p>Incumbent</p>	<p>\$880,620.00</p>
<p>LA ITA</p>	<p>Incumbent</p>	<p>\$1,109,677.49</p>
<p>Mathew J. Plache</p>	<p>Vendor</p>	<p>\$169,466.76</p>
<p>Motorola</p>	<p>Vendor</p>	<p>\$1,089,305.55</p>
<p><b>Total Estimated Costs</b></p>		<p><b>\$3,249,069.80</b></p>

**Certification**

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

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Date: \_\_\_\_\_

**LOS ANGELES, CITY OF, CA Fire**  
**DL8910428071**  
**Finance Reconciliation Statement**

Schedule C Activity Summary	Schedule C	Milestone Payments/ Incumbent			Actual Payments Made by Nextel	Invoiced But Not Yet Paid	To be Paid at Closing	Total Sprint Nextel Obligated Amount
		Invoiced to Sprint Nextel	Milestone Not Yet Achieved	Unused Balance				
<b>Los Angeles Fire Department - Incumbent/Licensee</b>								
<b>Milestone Payment 1</b>	\$ 490,620.00	\$ 490,620.00	\$ -	\$ -	\$ 490,620.00	\$ -	\$ -	\$ 490,620.00
<b>Milestone Payment 2</b>	\$ 390,000.00		\$ 390,000.00	\$ 390,000.00	\$ -	\$ -	\$ 390,000.00	\$ 390,000.00
<b>Los Angeles Fire Department - Incumbent/Licensee</b>	<u>\$ 880,620.00</u>	<u>\$ 490,620.00</u>	<u>\$ 390,000.00</u>	<u>\$ 390,000.00</u>	<u>\$ 490,620.00</u>	<u>\$ -</u>	<u>\$ 390,000.00</u>	<u>\$ 880,620.00</u>
<b>Los Angeles, City of, CA - Incumbent/Licensee</b>								
<b>Milestone Payment 1</b>	\$ 81,478.80	\$ 81,478.80	\$ -	\$ -	\$ 81,478.80	\$ -	\$ -	\$ 81,478.80
<b>Milestone Payment 2</b>	\$ 1,028,198.69	\$ -	\$ 1,028,198.69	\$ 1,028,198.69	\$ -	\$ -	\$ 1,028,198.69	\$ 1,028,198.69
<b>Los Angeles, City of, CA - Incumbent/Licensee</b>	<u>\$ 1,109,677.49</u>	<u>\$ 81,478.80</u>	<u>\$ 1,028,198.69</u>	<u>\$ 1,028,198.69</u>	<u>\$ 81,478.80</u>	<u>\$ -</u>	<u>\$ 1,028,198.69</u>	<u>\$ 1,109,677.49</u>
<b>Law Office of Matthew J. Plache</b>								
<b>Legal Fees</b>	\$ 169,466.76	\$ 104,800.00	\$ -	\$ 64,666.76	\$ 104,800.00	\$ -	\$ 64,666.76	\$ 169,466.76
<b>Law Office of Matthew J. Plache</b>	<u>\$ 169,466.76</u>	<u>\$ 104,800.00</u>	<u>\$ -</u>	<u>\$ 64,666.76</u>	<u>\$ 104,800.00</u>	<u>\$ -</u>	<u>\$ 64,666.76</u>	<u>\$ 169,466.76</u>
<b>Motorola, Inc. - Consultant</b>								
<b>Retune Fees</b>	\$ 1,089,305.55	\$ 1,087,478.79	\$ -	\$ 1,826.76	\$ 1,087,478.79	\$ -	\$ -	\$ 1,087,478.79
<b>Motorola, Inc. - Consultant</b>	<u>\$ 1,089,305.55</u>	<u>\$ 1,087,478.79</u>	<u>\$ -</u>	<u>\$ 1,826.76</u>	<u>\$ 1,087,478.79</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,087,478.79</u>
<b>Contract Value</b>	<u>\$ 3,249,069.80</u>	<u>\$ 1,764,377.59</u>	<u>\$ 1,418,198.69</u>	<u>\$ 1,484,692.21</u>	<u>\$ 1,764,377.59</u>	<u>\$ -</u>	<u>\$ 1,482,865.45</u>	<u>\$ 3,247,243.04</u>
<b>Total Reconciliation Value</b>	<u>\$ 3,249,069.80</u>	<u>\$ 1,764,377.59</u>	<u>\$ 1,418,198.69</u>	<u>\$ 1,484,692.21</u>	<u>\$ 1,764,377.59</u>	<u>\$ -</u>	<u>\$ 1,482,865.45</u>	<u>\$ 3,247,243.04</u>

Incumbent agrees to the foregoing calculations and to the delivery of the funds in accordance with the Frequency Reconfiguration Agreement.

Incumbent certifies, if applicable, that all Replacement Equipment has been accepted and all Replaced Equipment and/or Loaned Equipment has been returned in accordance with the Frequency Reconfiguration Agreement.

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

Incumbent: **Los Angeles Fire Department, Los Angeles, City of, CA**

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

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

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



**Sprint - Spectrum Development**  
Office: (919) 520-9104

**Toni Haddix**  
Counsel

August 7, 2019

VIA EMAIL

Mr. Raoul Broussard  
Communications Engineer  
Microwave & MDN Engineering Section  
Information Technology Agency  
City of Los Angeles  
[raoul.broussa@lacity.org](mailto:raoul.broussa@lacity.org)

Nextel of California, Inc. ("Sprint") / City of Los Angeles ("Incumbent")  
**Closing of Frequency Reconfiguration Agreement ("Agreement")**

Dear Mr. Broussard:

The reconfiguration of Incumbent's system pursuant to the Agreement between Incumbent and Sprint was recently completed. We now wish to close out our transaction with you. Enclosed please find the documents listed below for your signature that are required to close the Agreement ("Closing Documents").

Document	Comment
Reconfiguration Certification	Acts as the instrument of mutual exchange and assignment of equipment. Documents costs paid to Incumbent under the Agreement
Closing Certificates	Confirms the representations and warranties of all parties contained in the executed Frequency Reconfiguration Agreement, as of the Closing Date.
Transition Administrator Certification	Required that the Transition Administrator receive certification that the reconciliation for Incumbent is complete under FCC 04-168 Paragraph 198.

**Please sign and date the Closing Documents and return them via overnight mail to: Jennifer Green, Sprint Corp., 12502 Sunrise Valley Drive, Mail Stop VARESA0104-1A732, Reston, VA 20196. You may also return them to me at [toni.haddix@sprint.com](mailto:toni.haddix@sprint.com).** Upon receipt of the Closing Documents, a Sprint officer will execute the documents, and will return a complete original of the fully-signed Closing Documents to you for your records.

Please contact me at (919) 520-9104 if you have any questions regarding the Closing Documents or closing process. We look forward to closing this transaction with you.

Very truly yours,

Ms. Toni Haddix  
Counsel

Enclosures

City of Los Angeles  
 Frequency Reconfiguration Agreement  
 Closing

**RECONFIGURATION CERTIFICATIONS**

A. **The City of Los Angeles**, a municipal corporation (the “Incumbent”), and **Nextel of California, Inc.**, a wholly owned indirect subsidiary of Sprint Corporation (“Sprint”), have entered into a Frequency Reconfiguration Agreement (“Agreement”), dated November 11, 2014, as amended on December 14, 2015, November 29, 2016, and [DATE TO COME] for the reconfiguration of Incumbent’s 800 MHz system.

NOW, THEREFORE:

1. Incumbent agrees that all necessary work contemplated by the Agreement to reconfigure Incumbent’s facilities has been satisfactorily completed.

2. Incumbent has requested payment from Sprint, either as part of Incumbent’s initial Cost Estimate (Schedule C of the Agreement) or as changes thereto submitted pursuant to Section 8 of the Agreement and/or as modified pursuant to amendments to the Agreement, of the Actual Costs Incumbent reasonably incurred or paid in connection with the reconfiguration of its system and that Incumbent believes Sprint is obligated to pay under the Order. Incumbent and Sprint have agreed, pursuant to a negotiated Settlement to provide that all second subscriber touch activities not performed to date shall be removed from the Agreement, and a “cash out” payment, as noted in the table below, shall be made by Sprint to Incumbent. Amendment #3, dated \_\_\_\_, represents the terms and conditions of the Settlement. In accordance therewith, any additional costs and/or equipment needed to achieve the Reconfiguration are the sole responsibility of Incumbent and are not subject to the certifications and Closing documents.

3. Sprint and Incumbent agree to the following calculations related to the Actual Costs and agree to the delivery of the remaining payment or refund as outlined below (in accordance with Incumbent’s payment instructions or Sprint’s payment instructions (as the case may be)):

Total Actual Costs of Reconfiguration:	\$3,247,243.04
Less: Incumbent Payments	\$572,098.80
Less: Vendor Payments	\$1,192,278.79
- Motorola (\$1,087,478.79)	
- Matthew Plache (\$104,800.00)	
Settlement Payment (as of the date on the signed Reconciliation Statement) due to Incumbent at Closing:	\$1,418,198.69
Available and not to exceed balance for Matthew Plache (as of the date on the signed Reconciliation Statement). Final amount to be invoiced to and paid by Sprint, and paid at Closing	\$64,666.76

4. Incumbent agrees that the total amount paid by Sprint to Incumbent for the reconfiguration of Incumbent’s facilities is \$3,247,243.04 and is equal to the Actual Costs Incumbent reasonably incurred or paid to other entities to reconfigure Incumbent’s facilities, and also includes the Settlement payment as outlined above.

City of Los Angeles  
Frequency Reconfiguration Agreement  
Closing

5. Prior to the Closing Date, or upon receipt of the Remaining Payment due to Incumbent, Incumbent agrees that Sprint does not owe Incumbent any additional amount for the reconfiguration of Incumbent's facilities pursuant to the Agreement.

(Signature pages follow)

City of Los Angeles  
Frequency Reconfiguration Agreement  
Closing

IN WITNESS WHEREOF, Sprint and Incumbent have caused this **RECONFIGURATION CERTIFICATION** to be executed as of the dates set forth below.

**INCUMBENT:**  
**The City of Los Angeles**

**SPRINT:**  
**Nextel of California, Inc.**

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

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

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

Name: Patricia C. Tikkala

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

Title: Vice President, Spectrum

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

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

City of Los Angeles  
Frequency Reconfiguration Agreement  
Closing

**RECONFIGURATION CERTIFICATIONS**

**SCHEDULE C**

Intentionally Omitted

City of Los Angeles  
Frequency Reconfiguration Agreement  
Closing

**CLOSING CERTIFICATE OF THE CITY OF LOS ANGELES**

I do hereby certify of behalf of **The City of Los Angeles**, a municipal corporation (“Incumbent”), that:

1. Incumbent is a municipal corporation or other entity, and the undersigned is a duly appointed and acting officer or authorized signatory of Incumbent.

2. Incumbent has in all material respects complied with, satisfied and performed all obligations and conditions under the Frequency Reconfiguration Agreement (the "Agreement") dated November 11, 2014, as amended on December 14, 2015, November 29, 2016, and [DATE TO COME] by and between Incumbent and **Nextel of California, Inc.**, a wholly-owned indirect subsidiary of Sprint Corporation, a Delaware corporation (“Sprint”), required to be complied with, satisfied or performed by Incumbent on or prior to the date set forth below including but not limited to the “Closing Conditions” as set forth in the Agreement.

3. All the representations and warranties made by Incumbent in the Agreement are true and correct with respect to Incumbent as of the date set forth below.

IN WITNESS WHEREOF, Incumbent has caused this CLOSING CERTIFICATE to be executed as of the date set forth below.

<b>INCUMBENT:</b> City of Los Angeles  By: _____  Name: _____  Title: _____  Date: _____
---

City of Los Angeles  
Frequency Reconfiguration Agreement  
Closing

**CLOSING CERTIFICATE OF NEXTEL OF CALIFORNIA, INC.**

I do hereby certify on behalf of **Nextel of California, Inc.**, a wholly-owned indirect subsidiary of Sprint Corporation, a Delaware corporation ("Sprint"), that:

1. Sprint is a corporation or other entity and the undersigned is a duly appointed and acting officer or authorized signatory of Sprint.

2. That Sprint has in all material respects complied with, satisfied or performed all obligations and conditions under that certain Frequency Reconfiguration Agreement (the "Agreement"), dated November 11, 2014, as amended on December 14, 2015, November 29, 2016, and [DATE TO COME] by and between Sprint and **The City of Los Angeles**, a municipal corporation (the "Incumbent"), required to be complied with, satisfied or performed by Sprint on or prior to the date set forth below including but not limited to the "Closing Conditions" as set forth in the Agreement.

3. All the representations and warranties made by Sprint in the Agreement are true and correct with respect to Sprint as of the date set forth below.

IN WITNESS WHEREOF, Sprint has caused this CLOSING CERTIFICATE to be executed as of the date set forth below.

**SPRINT:**  
Nextel of California, Inc.

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

Name: Patricia C. Tikkala

Title: Vice President, Spectrum

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

City of Los Angeles  
Frequency Reconfiguration Agreement  
Closing



Transition  
Administrator

The Official Reconfiguration Manager  
**800 MHz RECONFIGURATION**

**COMPLETION CERTIFICATION**

**Incumbent Name: City of Los Angeles**

**Certification**

Pursuant to the FCC's order mandating the 800 MHz band reconfiguration (the "Order"), the above-name incumbent licensee (the "Incumbent") hereby certifies to the Transition Administrator appointed pursuant to the Order as follows:

1. That all work required to reconfigure Incumbent's facilities has been satisfactorily completed; and
2. That Nextel of California, Inc. ("Sprint") and Incumbent have agreed to the sum paid by Sprint for such work.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Date: \_\_\_\_\_