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

DEPARTMENT:

**Engineering and Construction Management** 

AGENDA DATE:

February 9, 2015

CONTACT PERSON NAME AND PHONE NUMBER: Irene D. Ramirez, P.E., Interim City Engineer, 212-1831

and Edward Ozogar, Project Manager, Department of Information Technology Services. 212-1409

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Strategic Goal 2 - Set the Standard for Safe and Secure City.

#### SUBJECT:

That the City Manager be authorized to sign the Fourth Amendment to the Agreement for Professional Services by and between the City of El Paso and Federal Engineering, Inc., a Maryland Corporation, for a project known as "El Paso Statistical Area Communications System", to add additional services necessary for Federal Engineering, Inc. to act as a primary project coordinator for all the re-banding and reconfiguration activities as a result of the April 1, 2013 adoption by the Federal Communication Commission and the Homeland Security Bureau of a reconfiguration channel plan for the 800 MHz band along the U.S.- Mexico border, in the amount of One Hundred Twenty Thousand Six Hundred Forty Four and No/00 Dollars (\$120,644.00) to be paid by Nextel Communications, Inc. and thereby extending the contract amount from \$764,220.55 to \$884,864.55.

#### **BACKGROUND / DISCUSSION:**

In July of 2004, the Federal Communications (FCC) adopted a staged plan to reorganize the 800 MHz band in order to minimize interference to public safety radio systems caused by commercial wireless systems. Since commercial wireless system frequencies such as Sprint Nextel operate adjacent to the public safety frequencies on the 800 MHz band causing interference with public safety radio systems Sprint Nextel is requesting to use the City's contract with Federal Engineering to provide Implementation phase project coordination to reorganize the frequencies. Sprint Nextel will pay for all associated cost costs.

#### PRIOR COUNCIL ACTION:

The original agreement for professional engineering services was entered into on August 9, 2011. The first amendment was entered into on May 22, 2012. The first amendment extended the evaluation of the Public Safety Radio system. The second amendment was entered into on December 18, 2012 adding additional services for the public safety radio system consulting support during procurement and implementation phase of the County Sheriffs, on-call technical support, and development of the El Paso Metropolitan Area Communications system (EPMSACS) of the interoperable radio system. The third amendment was entered into on September 24, 2013 to provide planning and reconfiguration support requires as a result of the April 1, 2013 adoption by the Federal Communication Commission and the Homeland Security Bureau of a reconfiguration channel plan for the 800 MHz band along the U.S.-Mexico border.

#### AMOUNT AND SOURCE OF FUNDING:

\$120,644.00 Funding Source: The Federal Communications Commission (FCC) 800 MHz Report and Order (FCC 04-168)1 requires that Sprint Nextel provide the funds for affected public safety agencies to reconfigure their systems with new frequencies comparable to those presently in use.

**BOARD / COMMISSION ACTION: N/A** 

**************************************	AUTHORIZATION***************
NEGOINED	AUTHORIZATION

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

### RESOLUTION

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

That the City Manager be authorized to sign the Fourth Amendment to the Agreement for Professional Services by and between the City of El Paso and Federal Engineering, Inc., a Maryland Corporation, for a project known as "El Paso Statistical Area Communications System", to add additional services necessary for Federal Engineering, Inc. to act as a primary project coordinator for all the re-banding and reconfiguration activities as a result of the April 1, 2013 adoption by the Federal Communication Commission and the Homeland Security Bureau of a reconfiguration channel plan for the 800 MHz band along the U.S.- Mexico border, in the amount of One Hundred Twenty Thousand Six Hundred Forty Four and No/00 Dollars (\$120,644.00) to be paid by Nextel Communications, Inc. and thereby extending the contract amount from \$764,220.55 to \$884,864.55.

ADOPTED THIS DAY O	F, 2015.
b .	CITY OF EL PASO:
	Oscar Leeser, Mayor
ATTEST:	
Richarda Duffy Momsen, City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Solym. Corta	acher 1/2
Sol M. Cortez	Irene D. Ramirez, P.E.
Assistant City Attorney	Interim City Engineer

THE STATE OF TEXAS )	FOURTH AMENDMENT
)	AGREEMENT
COUNTY OF EL PASO )	FOR PROFESSIONAL SERVICES

This Fourth Amendment to that certain Agreement for Professional Services is made this day of \_\_\_\_\_\_, 2015, by and between the City of El Paso, a Texas municipal corporation (the "Owner"), and Federal Engineering, Inc., a Maryland Corporation, (the "Consultant").

WHEREAS, on August 9, 2011, the Owner entered into an Agreement for Professional Services (the "Agreement") with the Consultant for a Project known as "El Paso Statistical Area Communications System" (the "Project") for the evaluation of the City's existing and proposed Motorola systems and provision of recommendations for future phases of the El Paso Metropolitan Statistical Area Communications System ("EPMSACS"); and

WHEREAS, the Agreement was for an amount not to exceed \$200,000.00 plus travel and other expenses to be reimbursed at costs; and

WHEREAS, the Agreement may be amended under the provisions of Section 3.2; and

WHEREAS, on May 22, 2012, the Owner and Consultant entered into a First Amendment to the Agreement to limit the Consultant's travel and other expenses to \$11,540.55, and to add additional services for radio system consulting support during the procurement and implementation phases of the radio system, on-call technical support, evaluation of an automated dispatch and fire station alerting system and evaluation of the Sheriff Department's existing system an additional cost of \$247,260.00 thereby extending the contract amount from \$200,000.00 to \$458,800.55; and

WHEREAS, on December 18, 2012, the Owner and Consultant entered into a Second Amendment to the Agreement to provide additional services for radio system consulting support during the procurement and implementation phases of the radio system, on-call technical support, development of the County Sheriff's portion of the El Paso Metropolitan Area Communications System (EPMSACS) of the interoperable radio system in an amount of \$134,500.00 plus an increase for reimbursable expenses in an amount not to exceed \$16,500.00 for a total additional cost of \$151,000.00 thereby extending the contract amount from \$458,800.55 to \$609,800.55; and

WHEREAS, on September 24, 2013, the Owner and Consultant entered into a Third Amendment to the Agreement to provide additional services for planning and reconfiguration support services required as a result of the April 1, 2013 adoption by the Federal Communication Commission ("FCC") and the Homeland Security Bureau of a reconfiguration channel plan for the 800 MHz band along the U.S.-Mexico border at an additional cost of \$154,420.00 thereby extending the contract amount from \$609,800.55 to \$764,220.55; and

WHEREAS, the parties hereto further desire to amend the Agreement to provide additional services for Federal Engineering to act as primary project coordinator for all rebanding reconfiguration activities and work with reconfiguration vendors to review, audit and verify the replacement, retuning, reprogramming and reconfiguration of the City owned infrastructure and subscriber devices as required to complete the reconfiguration effort, at an additional cost of \$120,644.00, thereby extending the contract amount from \$764,220.55 to \$884,864.55; and

WHEREAS, Nextel Communications, Inc. ("Nextel"), was ordered by the FCC to provide an pay relocation funds to enable licensee, such as the City, to relocate their systems onto Replacement Channels and reconfigure their systems.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- **Scope of Services.** The Owner hereby authorizes the Consultant to continue to perform the Services as described in Attachment "A" of the Agreement as well as perform the additional services as further described in Attachment "A" to this Fourth Amendment.
- 2. <u>Payments to Consultant</u>. Payment to the Consultant for the additional services the subject of this Fourth Amendment shall not exceed One Hundred Twenty Thousand Six Hundred Forty Four and 00/100 Dollars (\$120,644.00).

Payments to the Consultant shall be made pursuant to the schedule enumerated within Attachment "A" of this Fourth Amendment. It is understood by the parties that the obligation to compensate Consultant for the services performed pursuant to this Agreement belongs to Nextel. The City shall not be responsible for the compensation owed to the Consultant for the services performed pursuant to this Fourth Amendment.

- 3. <u>Time of Completion</u>. The additional services the subject of this Fourth Amendment shall be completed within the original project schedule as set forth in the Agreement, following the Owner's written Notice to Proceed to the Consultant.
- 4. <u>Terms and Conditions</u>. All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

(Signatures on the Following Page)

## WITNESS THE FOLLOWING SIGNATURES AND SEALS

#### THE CITY OF EL PASO

Tomás González, City Manager

**CONSULTANT** 

FEDERAL ENGINEERING, INC.

Ronald F. Bosco,

President

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sol M. Cortez

Assistant City Attorney

rene D. Ramirez, P.E

Interim City Engineer

(Acknowledgements on the Following Page)

## **ACKNOWLEDGEMENTS**

THE STATE OF TEXAS	§
COUNTY OF EL PASO	§ §
This instrument was	acknowledged before me on this day of, 2015,
by Tomás González, as City	Manager of the City of El Paso, Texas.
	Notary Public, State of Texas
My commission expires:	
	<del></del>
THE STATE OF TEXAS  COUNTY OF EIPASO	\$ \$ \$
This instrument was	acknowledged before me on this Hothay of January, 2015,
	sident of Federal Engineering, Inc.
	Notary Public, State of Texas Unginia
My commission expires:	
	SUSAN SK SAWYER  NOTARY PUBLIC  REG. #129635  COMMONWEALTH OF VIRGINIA  MY COMMISSION EXPIRES APRIL 30, 2016

# Attachment "A"



## Federal Engineering, Inc.

10600 Arrowhead Drive Fairfax, VA 22030 703-359-8200

FINAL FRA STATEMENT OF WORK (PHASE 2 SOW)

Issued: October 2, 2014 Amended: December 22, 2014

# PROJECT ELPAS-FRA-SUP CITY OF EL PASO 800 MHz RECONFIGURATION SUPPORT

#### 1.0 INTRODUCTION AND ISSUES

The City of El Paso (City) owns and operates 800 MHz wireless voice and data systems throughout the state of Arizona. In July 2004, the Federal Communications Commission (FCC) adopted a staged plan to reorganize the 800 MHz band in order to minimize interference to public safety radio systems caused by commercial wireless systems. This plan, now often referred to as 800 MHz rebanding, requires that Sprint (formerly Nextel) provide funds for affected licensees to reconfigure their systems and that each relocated licensee realize "comparable facilities" at the end of the reconfiguration process. While some of the City's frequencies can remain where they are, the task of moving those that require relocation will necessitate thorough research, careful planning and execution.

It is imperative that this task of frequency relocation be handled smoothly and efficiently, to both minimize any user-level performance interruption so that overall system performance is not degraded. In order to expedite these results, there must be constant and clear communication between all necessary parties, including the City and its contractors, Sprint who is responsible for funding the reconfiguration effort, the Transition Administrator (TA) that provides oversight of 800 MHz re-banding for the Federal Government, and the FCC.

#### 1.1 System Description

The City of El Paso, TX, (The City) currently operates and maintains the following communications systems that require retuning and reconfiguration (Rebanding):

- Project 25, 800 MHz trunking system 5 sites, 15 channel simulcast cell
- Single site, 15 channel ASR site
- Motorola Smartnet IR site, 5 Channel system
- Sun Metro AVL system 4 sites, 4 separate frequency pairs
- Mutual Aid Base Stations ITAC2, ITAC 3, ITAC 4

There are an estimated 3000 user radios currently in operation on the systems listed above. These user devices are divided across five major departments; Police Departments, Fire Departments, Sun Metro and the El Paso International Airport as well as multiple interoperability partners. Of the estimated 3000 user radios, approximately 450 are data radios utilized for the Sun Metro AVL system. Motorola will provide reconfiguration services for the trunked voice and conventional mutual aid systems. Trapeze, the City's AVL vendor, and RTC, the local radio shop, will provide reconfiguration services for the City's AVL infrastructure and user devices. The major system elements to be reconfigured are summarized below.

	Total In System	Total Included in FRA
Base station frequencies		
- Voice channels	42	42
- Home/Control channels	9	9
Repeater sites	11	11
Other sites	6	6
Subscriber units retuned	~3000	~3000
Subscriber units reprogrammed	0	0
Subscriber units replaced	0	0
Entities operating on the system	3	3

#### 2.0 OBJECTIVES

The City does not have sufficient internal resources with the skill set to manage and audit a project of this magnitude and duration while continuing to support daily operational needs. In addition, reconfiguration vendor provided program management is focused internally to the vendor and does not encompass the totality of the City's requirements. Additionally, the City requires technical assistance and programmatic support for the specific requirements of rebanding and requires technical oversight of radio vendor provided services Therefore; the City retained the services of Federal Engineering, Inc. (*FE*) to manage the implementation of reconfiguration plans developed during the previous planning phase of this project. *FE* is a nationwide systems engineering and consulting firm specializing in public safety mobile communications. The firm is currently assisting numerous jurisdictions in public safety radio and interoperability programs.

Federal Engineering will perform the following duties for the City:

- > Act as the primary project coordinator for rebanding reconfiguration activities.
- > Coordinate the preparation and filing of all FCC and TA required reconfiguration forms with Sprint and the City project team
- > Work with the reconfiguration services vendors to review, audit, and verify the replacement, retuning, reprogramming and reconfiguration of The City owned infrastructure and subscriber devices as required to complete the reconfiguration efforts.
- > Facilitate communication between necessary parties in this process.
- Audit baseline system measurements, reconfiguration, and acceptance testing of rebanded systems and develop a comparable facilities assessment.

Additional details regarding *FE*'s support of the City reconfiguration efforts are presented in subsequent paragraphs.

#### 3.0 TASKS TO BE PERFORMED

This Statement of work (SOW) addresses the tasks required to complete the **Reconfiguration Implementation Phase** of the 800 MHz rebanding process, where the actual reconfiguration is performed. This phase includes activities such as filing FCC applications for the new frequencies, replacing or migrating equipment to operate on those frequencies, conducting system performance tests, and ultimately accepting the reconfiguration as successfully completed with comparable facilities. The tasks needed to accomplish these activities must be coordinated between all parties involved including the City, **FE**, the reconfiguration services vendor, and outside counsel. Section 3.1 of this SOW outlines the tasks that **FE** will complete for the City. The tasks listed under Section 3.2 are anticipated to be completed by the reconfiguration services vendor and are included for reference only.

It is the goal of *FE* to assist the City in making the process of reconfiguration a smooth and efficient one. In this section, the necessary tasks to accomplish this goal are outlined.

#### 3.1 Tasks performed by Federal Engineering, Inc.

# 3.1.1 Program Management and coordination of reconfiguration related meetings and activities

- Federal Engineering will manage the overall reconfiguration program on behalf of the City by supplying a Project Manager to manage reconfiguration related activities.
- Federal Engineering will assist the City and its project team with coordination and communications with Sprint and the TA.
- Provide technical consulting and programmatic support for the City to facilitate and complete the reconfiguration project.
- Work with reconfiguration service vendors to coordinate plans for the replacement, retuning, reprogramming and reconfiguration of the entire City owned radio system infrastructure and user agency devices as required to complete the reconfiguration efforts.
- Federal Engineering will coordinate and monitor the activities of reconfiguration services vendor to verify that the activities defined in each SOW are carried out in a timely and cost effective manner.
- Federal Engineering will assist with development of the rebanding activities schedule for system users.
- Federal Engineering will schedule and conduct required meetings.
- Federal Engineering will track and report on the City project costs and resource allocations.
- Federal Engineering will develop and deliver required status reports to the City.
- Federal Engineering will manage the City rebanding efforts so they are synchronized with adjacent jurisdictions as needed.
- Federal Engineering will work to verify that all entities involved in the process adhere to the project schedule as it is defined.

#### 3.1.2 Assist with required FCC, TA and Sprint forms

Federal Engineering will assist the City with FCC licensing and other required TA and Sprint forms.

#### 3.1.3 Coordinate and manage reconfiguration of system infrastructure

- Federal Engineering will audit reconfiguration services vendors' reconfiguration of the voice and data system infrastructure on behalf of the City. The reconfiguration services vendor tasks for which Federal Engineering will have audit responsibilities are further described in Section 3.2.
- Federal Engineering will audit proper completion of baseline system measurements on behalf of the City.
- Federal Engineering will audit the design and performance of acceptance tests on behalf of the

City.

• Federal Engineering will audit system bench marking necessary to ascertain system performance, and will compare those results with the previous equipment measurements and other tools, such as computer models, as required. Federal Engineering will verify that the newly configured systems meets the requirements of the acceptance tests, and in the event that certain systems do not, Federal Engineering will provide data as to how they failed.

#### 3.1.4 Coordinate and manage reconfiguration of system subscribers

- Federal Engineering will assist with development and tracking of the schedule to reconfigure the radio system users.
- Federal Engineering will monitor and track reconfiguration activities with the appropriate user groups and agencies.
- Federal Engineering will assist the City in radio template development to include the initial addition of replacement channels and the subsequent removal of the original channels once the infrastructure has been updated and reconfigured.
- Federal Engineering will audit performance acceptance tests on behalf of the City.
- Federal Engineering will verify, audit, and compile the data collected by reconfirmation services vendors regarding reprogrammed radios.

#### 3.1.5 Certify Completion of the Reconfiguration efforts

 Federal Engineering will assist the City in "closing" activities required to certify completion of the reconfiguration efforts including final tabulation of costs and verification of proper FCC filings.

#### 3.2 Tasks To Be Performed By Reconfiguration Services Vendors

The tasks to be performed by reconfiguration services vendors are the specific responsibilities of the vendor as described in their proposals and submittals to the City.

# 3.2.1 Program Management and coordination of reconfiguration services vendor reconfiguration activities

• The reconfiguration services vendors Project Manager (PM) will be the primary point of contact for the City regarding vendor related activities.

#### 3.2.2 Reconfiguration of system infrastructure

- Reconfiguration services vendor will retune and optimize radio system infrastructure equipment to operate on the replacement channels identified during the planning phase of this project.
- Reconfiguration services vendor will perform and document baseline system measurements on the radio system infrastructure.
- Reconfiguration services vendor will perform and document performance acceptance tests on the voice radio system infrastructure.

#### 3.2.3 Reconfiguration of system subscribers

- First touch: Reconfiguration services vendors will retune and/or reprogram the subscriber units that
  are capable of operation on the City 800 MHz systems, adding post rebanded trunked and
  conventional channels as required. Work will be performed either onsite or at specific locations to
  be finalized during the reconfiguration process.
- Second Touch: Reconfiguration services vendors will retune and/or reprogram the subscriber units that are capable of operation on the City 800 MHz systems, removing pre-rebanded conventional channels as required. Work will be performed either onsite or at specific locations to be finalized during the reconfiguration process.

#### 4.0 SCHEDULE

Federal Engineering will complete this SOW in accordance with the following schedule.

Reconfiguration Task	Estimated Start Date for Task	Estimated Task Duration
FRA Acceptance	The second secon	
Project Start	30 days post FRA execution	
Reconfiguration Planning Updates	5 workdays after kickoff	35 workdays
Subscriber Reconfiguration (1st touch)	50 workdays after kickoff	150 workdays
Infrastructure Reconfiguration	210 workdays after kickoff	40 workdays
Subscriber Reconfiguration (2 <sup>nd</sup> touch)	250 workdays after kickoff	150 workdays
Certify Completion of Reconfiguration	400 workdays after kickoff	30 workdays

**NOTE:** This tentative schedule is subject to change and is likely to be modified based on negotiations and final acceptance of the Frequency Reconfiguration Agreement (**FRA**) between the City, Sprint and the TA.

#### 5.0 STAFFING AND PROGRAM ORGANIZATION

**FE** will devote the required resources toward the goal of completing this project on schedule, and in accordance with this SOW. **FE** employees have participated in many public safety mobile radio projects and several have actually served in the field of public safety.

#### 6.0 COSTS

Regardless of the total number of hours of support provided by *FE*, it is the parties' understanding and intent that all costs associated with the implementation of the 800 MHz rebanding reconfiguration will be for the account of Sprint and not the City. The firm-fixed-price cost for this SOW is \$120,644.00 that includes labor, travel, and other direct costs as detailed below.

Reconfiguration Cost Category		FE Costs	
Subscriber Equipment Reconfiguration	69	74,224.66	
Infrastructure Equipment Reconfiguration	\$	19,481.35	
Engineering and Verification	\$	9,103.18	
Legal and Contracts	\$	_	
Professional Services	\$	17,834.81	
Total	\$	120,644.00	

It is the parties' understanding and intention that Federal Engineering and other vendors will submit invoices to the City for review and approval prior to submitting them to Sprint for payment. *FE* will invoice Sprint (with approval from the City) as follows:

Payment Milestone	<i>FE</i> Invoice
FRA Execution	\$10,170.33
Project Kick Off Meeting	\$10,170.33
25% of 1st touch	\$10,170.33
50% of 1st touch	\$10,170.33
75% of 1st touch	\$10,170.33
100% of 1st touch	\$10,170.33
Infrastructure Completion	\$10,170.33
25% of 2nd touch	\$10,170.33
50% of 2nd touch	\$10,170.33
75% of 2nd touch	\$10,170.33
100% of 2nd touch	\$10,170.33
Project close out meeting	\$8,770.37
Total	\$120,644.00

#### 7.0 ASSUMPTIONS AND CONSTRAINTS

This SOW assumes Federal Engineering, Inc. will complete all of the tasks as called out in Section 3.1. The deletion of a task or significant change in scope of one or more tasks may affect the overall price. The costs called out in this SOW may be changed as a result of negotiations with Sprint, modifications to the FRA, and the true-up process at the end of the rebanding efforts; provided that all costs are for the account of Sprint and not the City.

This SOW assumes the City will contract directly with reconfiguration services vendors for tasks called out in Section 3.2 and that Sprint will complete FCC licensing with review by *FE* and the City.

This SOW assumes that the City will, at no cost to **FE**, make office space available for the use of **FE** consultants while on-site during this project including:

- Customary office arrangements and supplies
- Connection to the Internet and email access
- Local telephone service with voice mail
- Access to conference room as needed

Locating **FE** consultants in a the City provided office while they are in town is for the convenience of the City personnel and to facilitate a close working relationship with agencies/individuals involved with the reconfiguration process.

**FE's** ability to fulfill this task depends, in part, on the willingness and ability of the City, Sprint, the Transition Administrator, the FCC, equipment vendors including reconfiguration services Vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the procurements and bidder actions resulting there from cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**.

Section 3 of this SOW is based upon eight person-trips to the City for the *FE* project manager and assumes a maximum of 86 weeks¹ from notice to proceed to the completion of the last milestone. Delays to the program schedule due to the actions or lack of actions on the part of the City, Sprint, the Transition Administrator, the FCC, other user agencies or jurisdictions, equipment vendors including Reconfiguration Services Vendor, service providers, third parties, and others, including but not limited to vendor protests and protracted contract negotiations will impact the program schedule and/or costs to the City and this will be brought to the attention of the City in a timely manner. Should significant delays occur, *FE* reserves the right to submit a change notice to cover resulting unanticipated costs that may occur.

Federal Engineering acknowledges that Sprint is solely responsible for payments due to *FE* as part of this SOW and that such payments will be governed by the terms and conditions to be described in the City Frequency Reconfiguration Agreement with Sprint. These documents will authorize milestone payments to be issued directly from Sprint to *FE* upon the receipt of *FE* invoices for services, provided that such invoices must be reviewed and approved by the City prior to submission for payment from Sprint. The City and *FE* shall cooperate in obtaining reimbursements for expenses pursuant to the FCC settlement. Federal Engineering reserves the right to suspend activities in support of this SOW if payments from Sprint are unduly delayed and the restart of work may result in additional costs. The City is under no obligation to incur costs for the 800 MHz rebanding reconfiguration beyond the City internal tasks included in this SOW unless such arrangements are mutually agreed to by the City and *FE*.

Submitted by <i>FE</i> :	Authorization to begin work by <b>City of El Paso</b> :	
Ronald F. Bosco		
Ronald F. Bosco, President December 22, 2014	(Signature)	
	(Printed name and title)	
	(Date)	
	Approved as to Form and Legality:	
	Ву:	
	City Legal Counsel	

<sup>&</sup>lt;sup>1</sup> See earlier note in Section 4.0 regarding the program schedule.

# COUNCIL PROJECT FORM (RESOLUTION)

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Please place the following item on the **CONSENT** agenda under **RESOLUTIONS** for the Council Meeting of **FEBRUARY 9**, **2015**.

Strategic Goal 2 Set the Standard for Safe and Secure City.

That the City Manager be authorized to sign the Fourth Amendment to the Agreement for Professional Services by and between the City of El Paso and Federal Engineering, Inc., a Maryland Corporation, for a project known as "El Paso Statistical Area Communications System", to add additional services necessary for Federal Engineering, Inc. to act as a primary project coordinator for all the re-banding and reconfiguration activities as a result of the April 1, 2013 adoption by the Federal Communication Commission and the Homeland Security Bureau of a reconfiguration channel plan for the 800 MHz band along the U.S.- Mexico border, in the amount of One Hundred Twenty Thousand Six Hundred Forty Four and No/00 Dollars (\$120,644.00) to be paid by Nextel Communications, Inc. and thereby extending the contract amount from \$764,220.55 to \$884,864.55.

Department: Information Technology

Districts(s): ALL

Reference No.: 2015-648

\*\*\*\*\*\*\*ADDITIONAL INFO BELOW\*