Travis County Commissioners Court Agenda Request

Meeting Date: September 30, 2014

Prepared By/Phone Number: Danny Hobby, County Executive, Emergency Services, 512-854-4416

Elected/Appointed Official/Dept. Head: Danny Hobby, County Executive, Emergency Services, 512-854-4416

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: *CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT ONE TO FREQUENCY RECONFIGURATION AGREEMENT ("FRA") WITH NEXTEL OF TEXAS, INC., A WHOLLY-OWNED INDIRECT SUBSIDIARY OF SPRINT CORPORATION. (TCES)*

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached recommendation memo.

STAFF RECOMMENDATIONS: See attached recommendation memo.

ISSUES AND OPPORTUNITIES: See attached recommendation memo.

FISCAL IMPACT AND SOURCE OF FUNDING: See attached recommendation memo.

REQUIRED AUTHORIZATIONS: See attached recommendation memo.

EMERGENCY SERVICES

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Emergency Management
Pete Baldwin, Emergency Mgmt. Coordinator

Fire Marshal
Hershel Lee

Chief Medical Examiner
Dr .David Dolinak

STAR Flight
Casey Ping, Program Director

MEMORANDUM

To: Travis County Commissioners Court

From: Danny Hobby, County Executive, Emergency Services

Date: September 22, 2014

Subject: Amendment #1 to Frequency Reconfiguration Agreement

This request amends and revises the "Frequency Reconfiguration Agreement" executed on February 28, 2008 by and between Travis County and Nextel of Texas, Inc., a wholly owned indirect subsidiary of Sprint Corporation, for reimbursement of Travis County costs related to rebanding the County's 800 Mhz public safety radio frequencies as mandated by the Federal Communications Commission. The rebanding consisted of the actual retuning of our radio system infrastructure and subscriber units (mobile and portable radios) due to new, lower frequencies that were provided after the sale of our exiting frequencies for cell phone providers. This reimbursement also includes the law firm of Holland and Knight who handled all FCC license filings and assisted with FRA negotiations. There are no out-of-pocket costs to Travis County associated with this request. See attached Amendment #1 and associated materials.

Amendment #1 is necessary due to final reimbursement costs being accounted for now that rebanding has been completed. All parties wish to amend Schedule C of the FRA to accurately reflect these reconfiguration costs. The reimbursement to Holland & Knight ($34,815.66) will be paid directly from Sprint without any interaction from Travis County. Travis County will be paid ($6,589) directly from Sprint.

Thank you for your consideration in this matter.

AMENDMENT #1 TO FREQUENCY RECONFIGURATION AGREEMENT

THIS 1st AMENDMENT shall amend and revise that certain Frequency Reconfiguration Agreement (the "Agreement") executed on February 28, 2008 by and between **Travis County of**, a Texas governmental entity ("Incumbent"), and **Nextel of Texas, Inc.,** ("Nextel"), a wholly owned indirect subsidiary of Sprint Corporation, a Delaware corporation (each is referred to in this Agreement as a "Party" and collectively as the "Parties").

WHEREAS, the Parties wish to amend Schedule C of the Agreement to accurately reflect the Reconfiguration Costs.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties, in accordance with the provisions of Sections 23 and 25 of the Agreement, hereby agree to amend and revise the Agreement as follows:

1. That Schedule C is hereby deleted and replaced in its entirety with the attached Schedule C-1.

2. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of the Incumbent and Nextel.

3. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment as of this _____ day of_____ 2014.

INCUMBENT:
Travis County, Texas

By:_____
Name:
Title:

NEXTEL:
Nextel of Texas Inc.

By:_____
Name:
Title:

SCHEDULE C - 1

800 MHZ RECONFIGURATION

COST ESTIMATE - CERTIFIED REQUEST

Request for Reconfiguration Funding

Incumbent's Name: TRAVIS, COUNTY OF, TX PH II

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

Incumbent Payment Terms: Nextel 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. Nextel will pay Incumbent $3294.50 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Nextel will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

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

1. System Description: Motorola SmartZone Trunkingwith 527 Channels affected by Rebanding

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

	Total In System	Total Included in FRA
Base station frequencies	527	527
- Voice channels	0	0
- Home/Control channels	0	0
Repeater sites	8	8
Other sites (remote recv, BDA)	0	0
Subscriber units retuned	0	0
Subscriber units reprogrammed	0	0
Subscriber units replaced	0	0
Subscriber units rebanded total	0	0
Entities operating on the system	0	0

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

Reconfiguration Task	Start Date	# of Days After Project Start Date for Start of Task	Estimated Duration in # of Days
Project Start			
Reconfiguration Planning			
Reconfigure Subscriber Equipment			
Reconfigure Infrastructure Equipment			
System Acceptance			

3. Implementation Plan: ------ INSERT IMPLEMENTATION PLAN HERE ------

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)
I. Professional Services Costs • 64 hours Various tasks and reviews by Travis County Personnel (64hrs @ $56.45 /hr = $3,613.00)	(Incumbent) Travis County	$3,613.00
II. Contracts and Legal Costs • 48 hours internal review and negotiations (48hrs @ $62.00 /hr = $2,976.00)	(Incumbent) Travis County	$2,976.00
• Legal Fees to Negotiate and review FRA (12hrs @ $495.00 /hr = $5,940.00) • FCC Licensing Work (15hrs @ $210.00 /hr = $3,150.00) • Other Legal Fees (4hrs @ $495.00 /hr = $1,980.00)	(Vendor) Holland & Knight	$11,070.00

Amendment - 1 (New)

Description of Work To Be Performed	Payee	Estimated Cost(s)
I. Contracts and Legal Costs	(Vendor)	

• Additional Legal Fees for submitting waivers, extentions, completing multiple modifications to 18 separate licenses (82.5hrs @ $290.00 /hr = $23,925.00)	Holland & Knight	$23,925.00
Amended Cost Totals:		
Travis County	Incumbent	$6,589.00
Holland & Knight	Vendor	$34,995.00
Total Estimated Costs		$41,584.00

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:_____

EMERGENCY SERVICES

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STAR Flight
Casey Ping, Program Manager

MEMORANDUM

To: Travis County Commissioners Court

Through: Danny Hobby, Executive Manager, Emergency Services

From: Chuck Brotherton, Emergency & Wireless Communications Manager

Date: February 13, 2008

Subject: Frequency Reconfiguration Agreement with Nextel of Texas, Inc.

Proposed Motion: Consider and take appropriate action on the Frequency Reconfiguration Agreement (FRA) between Travis County and Nextel of Texas, Inc., for reimbursement of Travis County costs related to rebanding the County's 800 MHz public safety radio frequencies as mandated by the Federal Communications Commission.

Summary & Staff Recommendation:

The Federal Communications Commission has mandated that all public safety radio systems in the 800 MHz band, which includes the Austin-Travis County Regional Radio System (RRS), reconfigure or "reband" their systems to new, lower, frequencies. The costs for this effort are being paid by Sprint Nextel (doing business in Texas as Nextel of Texas, Inc.). City of Austin, designated as the system manager by the RRS Operation & Maintenance Interlocal of 4-09-2004, was authorized by Travis County to oversee this process.

With the 6-month planning phase completed, the next phase is reconfiguration -- the actual retune of our radio system infrastructure and subscriber units (mobile and portable radios). This phase is estimated to take nearly 18 months to complete and will require the participation of all agencies – City of Austin, Travis County, and our ESD and PD Associates.

City of Austin and Travis County share a pool of radio frequencies; each entity is licensed on the same radio channels under different call signs. Because of this, the City and the County each must execute a separate FRA with Nextel of Texas, Inc., to have our licenses modified and our rebanding costs reimbursed. The bulk of the costs associated with rebanding -- Motorola's, City of Austin's, Travis County's, and all Associates' -- are included in the City of Austin FRA. The Travis County FRA contains only minimal costs related to staff, attorney, and Commissioners Court time spent reviewing and negotiating the agreement. It also includes costs for outside counsel, contracted for the purpose of assisting in negotiations and filing Travis County's FCC paperwork to modify our frequency licenses.

In November 2007, the Court approved hiring this outside counsel. Two additional agreements are required to complete the rebanding process: 1) the instant minimal-cost FRA between Travis County and Nextel of Texas, Inc.; 2) an interlocal between City of Austin and Travis County to reimburse our project management costs, as well as County departmental costs on a per-subscriber-unit basis, associated with rebanding. (City of Austin will execute separate agreements with our RRS Associates to reimburse their costs.)

Staff recommendation is to approve the present motion, to sign the Frequency Reconfiguration Agreement with Nextel of Texas, Inc., so that Travis County's legal, staff, and Commissioners Court time spent reviewing, revising, and negotiating these various agreements can be appropriately reimbursed by Nextel of Texas, Inc.

Budgetary Impact:

Under this agreement, Nextel of Texas, Inc., will reimburse the County $6,589.00 for its costs to negotiate, review, and approve the FRA. For contract services rendered to Travis County assisting it with the FRA negotiation as well as handling all FCC license filings, Nextel of Texas, Inc., will reimburse $11,070.00 to the law firm of Holland and Knight. (See attached "Letter of Engagement.")

Apart from staff, attorney, and Commissioners Court time described herein, the costs of which will be reimbursed by Nextel of Texas, Inc., there are no out-of-pocket costs to Travis County associated with this request.

Attachments:

Letter of Authorization, Travis County to City of Austin, 10/13/2006
Letter of Engagement, Holland & Knight to Travis County, 11/27/07
Frequency Reconfiguration Agreement signed by Nextel of Texas, Inc.

Cc:

Audit – Jose Palacios
Legal – Barbara Wilson
Purchasing – Marvin Brice
TCES – Danny Hobby, Toby Fariss