County of Los Angeles
INTERNAL SERVICES DEPARTMENT
1100 North Eastern Avenue
Los Angeles, California 90063

JIM JONES
Acting Director

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"To enrich lives through effective and caring service"

October 08, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

REQUEST APPROVAL OF SECOND AMENDMENT TO PLANNING FUNDING AGREEMENT WITH NEXTEL OPERATIONS, INC. TO RE-BAND AND UPGRADE THE COUNTYWIDE INTEGRATED RADIO SYSTEM (CWIRS)
(ALL DISTRICTS – 3 VOTES)

SUBJECT

Approval of a second amendment to the Planning Funding Agreement with Nextel Operations, Inc., a wholly owned subsidiary of Sprint Nextel Corporation (Sprint Nextel), to accept additional funds to be paid to the County of Los Angeles (County) by Sprint Nextel in an aggregate amount of $27,801.50 as a true-up for the planning phase of the County's project to re-band and upgrade CWIRS.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign the Second Amendment to the Planning Funding Agreement (Attachment I) with Sprint Nextel, which provides an additional $27,801.50 for the planning phase of the County's project to replace and upgrade CWIRS as part of the Federal Communications Commission's (FCC) frequency re-banding mandate.

2. Authorize the Acting Director of Internal Services Department (ISD) to accept $27,801.50 as true-up and close-out funding under the Planning Funding Agreement, including $16,926.50 to be paid to ISD for in-house labor costs, and $10,875 to be paid directly to outside counsel for legal services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background and Phases of the CWIRS project

CWIRS is a County radio system used for mobile communications by a number of departments, including Health Services, Public Works, Probation, Animal Care & Control and ISD. In addition to serving the day-to-day operations of its user departments, CWIRS is the County's primary disaster recovery mobile communications system in a major emergency.

About fifteen years ago, public agencies such as the County using the 800 MHz radio band frequency started to experience radio interference caused by adjacent frequency use by Nextel Communications, Inc. (now Sprint Nextel). To eliminate this interference and allocate frequencies for more efficient use, the FCC issued orders in 2004 requiring all 800 MHz licensees, including the County, to move to new frequencies. The FCC also ordered Sprint Nextel to provide funding to all licensees for such reconfiguration.

Under the FCC order, reconfiguration is a two-phase project. Phase 1 was planning and design. Phase 2 is implementation. Your Board approved the Phase 2 agreements on May 14, 2013, and implementation is currently underway.

Your Board approved the Phase 1 agreements, including the Planning Funding Agreement, on February 20, 2007. Phase 1 has been completed, and the proposed Second Amendment is to true-up and close out Phase 1.

The Second Amendment to the Planning Funding Agreement

Under the FCC procedure for Phase 1 Planning, a true-up process was undertaken by the County and Sprint Nextel to determine the actual amount of funding due from Sprint Nextel to the County. The amount of funding previously approved and accepted by your Board for the Planning Funding Agreement was $442,408.00.

Per the true-up review, the County and Sprint Nextel determined that the total funding to be paid by Sprint Nextel should be $470,209.50, an increase of $27,801.50. This increase is due to the cost of labor for performance of additional work by County staff and outside legal counsel for the planning phase. The increase of $27,801.50 is to be paid by Sprint Nextel and has been approved by both the FCC 800 MHz Transition Administrator and by Sprint Nextel. There is no cost to the County for this amendment.

Implementation of Strategic Plan Goals

The recommended contract amendment supports County Strategic Plan Goal Number 1 for Operational Effectiveness, by providing timely delivery of customer oriented and efficient public services. It will enhance the County radio system for disaster recovery by upgrading its operation to state of the art technology. This recommended action also supports Goal Number 2 for Fiscal Sustainability. The County will be able to upgrade its aged CWIRS radio system without contributing general fund monies.

FISCAL IMPACT/FINANCING

Under the amendment to the Planning Funding Agreement (Attachment I), Sprint Nextel will provide an additional $27,801.50 over the amount of $442,408.00 previously approved by your Board. This will bring the new total to be paid by Sprint Nextel for planning funding to $470,209.50.

The $27,801.50 is itemized as follows:

Labor costs for County staff to be paid to ISD	$16,926.50
Legal services to be paid to the County's outside counsel	$10,875.00
Total	$27,801.50

Under the FCC order and planning funding agreement, County planning costs are fully reimbursed by Sprint Nextel, requiring no net County cost. The County will receive its cost reimbursement portion directly from Sprint Nextel. Sprint Nextel will pay the legal services portion directly to the County's outside counsel, Shulman, Rogers, Gandal, Pordy & Ecker, P.A.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The FCC uses a Transition Administrator (TA) to administer the 800 MHz re-banding process and review re-banding expenditures for compliance with the FCC order. The TA reviewed and approved this proposed second amendment to the Planning Funding Agreement, and has issued an approval letter to the County for the additional funding of $27,801.50.

The recommended second amendment has been reviewed and approved as to form by outside counsel, Jeffrey Rubin of Shulman, Rogers, Gandal, Pordy & Ecker, P.A., as well as County Counsel.

CONTRACTING PROCESS

This proposed Second Amendment is a true-up amendment to a Planning Funding Agreement approved by your Board on February 20, 2007.

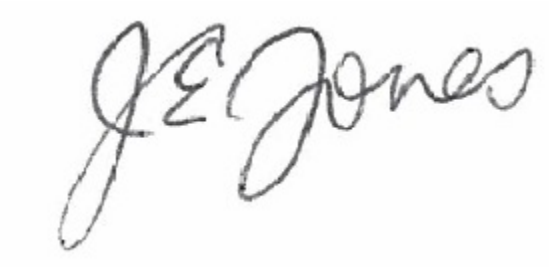
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The County is maintaining existing CWIRS radio functionality during the current implementation period and will continue to do so until users are migrated to the upgraded system. All activity is being coordinated with departments to ensure that there is minimal or no impact on operations. There is no employee impact as a result of the planning funding agreement or other re-banding agreements.

CONCLUSION

Approval of this second amendment to the Planning Funding Agreement will close out Phase 1 and accept additional funding of $27,801.50 in true-up.

Respectfully submitted,



JIM JONES
Acting Director

JJ:JLG:DC:RK
Attachment (1)

Enclosures

c: Chief Executive Officer
County Counsel
Chief Information Officer

800 MHz Transition Administrator

The Official Reconfiguration Manager

August 19, 2013

Mr. William Jenkins
Sprint Nextel
6575 The Corners Parkway
Norcross, GA 30092

RE: PLANNING FUNDING AGREEMENT # DL8910428072 - Amendment 2
INCUMBENT: County of Los Angeles, California
AMOUNT: $27,801.50

Dear Mr. Jenkins:

The 800 MHz Transition Administrator, LLC ("TA") has reviewed this Amendment, submitted to the TA on August 6, 2013. The TA hereby grants its approval of this Planning Funding Agreement amendment in the amount of $27,801.50. The total value of the Planning Funding Agreement has been increased to $470,209.50

In addition, when available please forward a copy of the fully executed Amendment for our records. Note that any changes to the Agreement must be submitted to the TA for review and approval.

Should you have any questions in this matter, please do not hesitate to contact the Transition Administrator at contracts@800ta.org.

Very truly yours,

Jon Strbak
800 MHz Transition Administrator, LLC

cc: Alan Tilles
Ian Telfer, P.E.

SHULMAN ROGERS | GANDAL PORDY ECKER

JEFFREY W. RUBIN | ATTORNEY-AT-LAW
T 301.231.0931 E jrubin@shulmanrogers.com

August 22, 2013

VIA FEDERAL EXPRESS

Ian Telfer, P.E.
IT Specialist
Los Angeles County, ISD
1110 Northern Eastern Avenue
Los Angeles, CA 90063

Re: Second Amendment to Planning Funding Agreement ("Amendment")

Dear Ian:

Enclosed are three (3) originals of the above referenced Amendment requested by Sprint. Please proceed to obtain Board approval of the Amendment and have the County execute as follows:

1. Please have the County sign page 2 of the Amendment.
2. Please have the County sign the Certification on page 9 of the Amendment.
3. Do not date page 7 but do date page 9 of the Amendment.
4. Please return all executed originals to me to be signed by Sprint.

As always, please call me with any questions.

Sincerely yours,

SHULMAN, ROGERS, GANDAL,
PORDY & ECKER, P.A.

By: _____
Jeffrey W. Rubin

Enclosures

cc: Stephen Cohen, Los Angeles County

SECOND AMENDMENT TO PLANNING FUNDING AGREEMENT

THIS SECOND AMENDMENT shall amend and revise that certain Planning Funding Agreement (the "Agreement") executed on April 11, 2007, as amended, by and between the County of Los Angeles, a political subdivision of the State of California ("Incumbent"), and Nextel Operations, Inc., a wholly owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation ("Nextel"). Nextel and Incumbent may be referred to collectively in this Agreement as the "Parties."

WHEREAS, the Parties wish to amend certain costs in the Agreement; and

NOW, THEREFORE, the Parties, in accordance with the provisions of Paragraph 5 of the Agreement, hereby agree to amend and revise the Agreement as follows:

1. That the following Internal Labor Table, Schedule B, is hereby deleted:

INTERNAL Labor Table – FREQUENCY ANALYSIS

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
A01: Transmitter Combiner and Receiver Multicoupler Suitability Assessment	ED	ED+42 days	63	108	6804		County Technical Staff
A02: Intermodulation Interference Study		42 days from receipt of FPR	130	108	14040		County Technical Staff
A03: Bidirectional Amplifier Assessment	ED	ED+42 days	20	108	2160		County Technical Staff
Total Internal Cost					$23004	0	

And is replaced with the following:

Category/Tasks	Date	Date	Hours	Rate	(Hrs x Rate)		
A01: Transmitter Combiner and Receiver Multicoupler Suitability Assessment	ED	ED+42 days	63	108	6804		County Technical Staff

A02: Intermodulation Interference Study		42 days from receipt of FPR	130	108	14040		County Technical Staff
A03: Bidirectional Amplifier Assessment	ED	ED+42 days	20	108	2160		County Technical Staff
Amendment - 2							
A01: Transmitter Combiner and Receiver Multicoupler Suitability Assessment	ED	ED+42 days	(63)	108	(6804)		County Technical Staff
A02: Intermodulation Interference Study		42 days from receipt of FPR	(130)	108	(14040)		County Technical Staff
A03: Bidirectional Amplifier Assessment	ED	ED+42 days	(20)	108	(2160)		County Technical Staff
A01: Transmitter Combiner and Receiver Multicoupler Suitability Assessment	ED	ED+42 days	30	115	$3,450		County Technical Staff
A03: Bidirectional Amplifier Assessment	ED	ED+42 days	12	115	$1,380		County Technical Staff
Total Internal Cost					**$4,830**	0	

2. That the following Internal Labor Table, Schedule B, is hereby deleted:

INTERNAL Labor Table – SYSTEM INVENTORY

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
B01: Infrastructure Inventory	ED	ED+42 days	40	108	4320		County Technical Staff
B02: Subscriber Inventory	ED	ED+42 days	140	108	15120	571	County Technical Staff
B03: BDA Inventory	ED	ED+42 days	10	108	1080		County Technical Staff

Total Internal Cost					$20520	571	

And is replaced with the following:

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
B01: Infrastructure Inventory	ED	ED+42 days	40	108	4320		County Technical Staff
B02: Subscriber Inventory	ED	ED+42 days	140	108	15120	571	County Technical Staff
B03: BDA Inventory	ED	ED+42 days	10	108	1080		County Technical Staff
Amendment - 2							
B01: Infrastructure Inventory	ED	ED+42 days	(40)	108	(4320)		County Technical Staff
B02: Subscriber Inventory	ED	ED+42 days	(140)	108	(15120)	(571)	County Technical Staff
B03: BDA Inventory	ED	ED+42 days	(10)	108	(1080)		County Technical Staff
B02: Subscriber Inventory	ED	ED+42 days	9	115	$1,035		County Technical Staff
B03: BDA Inventory	ED	ED+42 days	3	115	$345		County Technical Staff
Total Internal Cost					**$1,380**	**0**	

3. That the following Internal Labor Table, Schedule B, is hereby deleted:

INTERNAL Labor Table – ENGINEERING/IMPLEMENTATION PLAN

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
C01: Continuity of communication Service	ED	ED+59 days	200	108	21600	1141	County Technical Staff
C02: Site Reconfiguration Planning	ED+7 days	ED+73 days	200	108	21600		County Technical Staff

C03: Subscriber Retune/ Reprogram/ Replace Determination	ED	ED+42 days	100	108	10800		County Technical Staff
Total Internal Cost					$54000	1141	

And is replaced with the following:

INTERNAL Labor Table – ENGINEERING/IMPLEMENTATION PLAN

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
C01: Continuity of communication Service	ED	ED+59 days	200	108	21600	1141	County Technical Staff
C02: Site Reconfiguration Planning	ED+7 days	ED+73 days	200	108	21600		County Technical Staff
C03: Subscriber Retune/ Reprogram/ Replace Determination	ED	ED+42 days	100	108	10800		County Technical Staff
Amendment - 2							
C01: Continuity of communication Service	ED	ED+59 days	(200)	108	(21600)	(1141)	County Technical Staff
C02: Site Reconfiguration Planning	ED+7 days	ED+73 days	(200)	108	(21600)		County Technical Staff
C03: Subscriber Retune/ Reprogram/ Replace Determination	ED	ED+42 days	(100)	108	(10800)		County Technical Staff
C01: Continuity of communication Service	ED	ED+59 days	65	115	$7,475		County Technical Staff
C02: Site Reconfiguration Planning	ED+7 days	ED+73 days	208	115	$23,920		County Technical Staff
C03: Subscriber Retune/ Reprogram/ Replace Determination	ED	ED+42 days	26	115	$2,990		County Technical Staff

Total Internal Cost					**$34,385**	**0**	

4. That the following Vendor Labor Table, Schedule B, is hereby deleted:

VENDOR Labor Table – LEGAL PFA

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
PFA Legal Advice			0		0		Fletcher, Heald & Hildreth
PFA Negotiations*			0		0		Fletcher, Heald & Hildreth
PFA Contract Review	Dec 15 2006	Feb 8 2007	6	370	2220		Fletcher, Heald & Hildreth
Total Vendor Cost					2220		

*Negotiations not applicable for Fast Track

And is replaced with the following:

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
PFA Legal Advice			0		0		Fletcher, Heald & Hildreth
PFA Negotiations*			0		0		Fletcher, Heald & Hildreth
PFA Contract Review	Dec 15 2006	Feb 8 2007	6	370	2220		Fletcher, Heald & Hildreth
Amendment - 2							
Additional legal fees			25	435	$10,875		SHULMAN, ROGERS, GANDAL, PORDY & ECKER, P.A.
Total Vendor Cost					**$13,095**		

*Negotiations not applicable for Fast Track

5. That the following Internal Labor Table, Schedule B, is hereby deleted:

INTERNAL Labor Table – PROJECT MANAGEMENT

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
E01: Planning Management	ED	ED+77 days	360	115	41400		County Project Manager
E02: FRA Negotiations & Contract Review	ED+77 days	ED+98 days	120	115	13800		County Project Manager
			80	94	7520		County Regulator Affairs
Total Internal Cost					$62720		

*Negotiations support expected to be minimal or not applicable for Fast Track

And is replaced with the following:

INTERNAL Labor Table – PROJECT MANAGEMENT

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
E01: Planning Management	ED	ED+77 days	360	115	41400		County Project Manager
E02: FRA Negotiations & Contract Review	ED+77 days	ED+98 days	120	115	13800		County Project Manager
			80	94	7520		County Regulator Affairs
Amendment - 2							
E01: Planning Management	ED	ED+77 days	636	115	$73,140		County Project Manager
E02: FRA Negotiations & Contract Review	ED+77 days	ED+98 days	(52)	115	(5,980)		County Project Manager
E02: FRA Negotiations & Contract Review	ED+77 days	ED+98 days	(80)	94	(7520)		County Regulator Affairs
Additional Project Management			138.5	115	$15,927.50		County Project Manager
					$138,287.50		

*Negotiations support expected to be minimal or not applicable for Fast Track

6. That Schedule C is hereby deleted and is replaced with Schedule C-2, which is attached hereto and incorporated by reference herein.

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

8. 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 _____2013.

INCUMBENT:	NEXTEL:
Los Angeles County, California	Nextel Operations, Inc.
By: _____	By: _____
Name:	Name: _____
Title:	Title: WILLIAM M JENKINS AUTHORIZED SIGNATORY

APPROVED AS TO FORM:

COUNTY COUNSEL -

By: _____

SCHEDULE C-2

800 MHZ RECONFIGURATION

PLANNING COST ESTIMATE – CERTIFIED REQUEST

Incumbent's Name: Los Angeles, County of, CA

Request for Planning Funding

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

Incumbent Payment Terms: Nextel will pay Incumbent an amount not to exceed the Planning Cost Estimate for Incumbent with respect to each category of work, as set forth below. Nextel will pay Incumbent Eighty Thousand Nine Hundred Seventy-Eight Dollars ($ 80,978) within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit 1). Nextel will pay any outstanding balance of the Actual Planning Costs due to Incumbent within 30 days after the Planning Funding Reconciliation Date (as "Actual Planning Costs" and "Planning Funding Reconciliation Date" are defined in this Agreement).

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

Description of Planning Work To Be Performed	**Payee (separately identify Incumbent and each Planning Vendor being paid for work performed)**	**Planning Cost Estimate for Incumbent and each Planning Vendor (Not to exceed listed amount)**
Legal **Amendment – 2:** Additional Legal (See Schedule B for details)	Fletcher, Heald & Hildreth SHULMAN, ROGERS, GANDAL, PORDY & ECKER, P.A.	$33,980.00 $10,875
Frequency Analysis **Amendment – 2:** Reduction (See Schedule B for details)	Los Angeles County Los Angeles County	$23,004.00 ($18,174)
System Inventory	Los Angeles County M/A-COM	$21,091.00 $36,435.00

Amendment – 2: Reduction (See Schedule B for details)	Los Angeles County	($19,711)
Engineering and Implementation Planning **Amendment – 2:** Reduction (See Schedule B for details)	Los Angeles County M/A-COM Los Angeles County	$55,141.00 $161,658.00 ($20,756)
Project Management **Amendment – 2:** Additional (See Schedule B for details)	Los Angeles County M/A-COM Los Angeles County	$62,720.00 $48,379.00 $75,567.50
Other Costs (provide detailed description of nature of cost)		$0.00
Total Estimated Planning Costs		**$470,209.50**

Certification

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that Incumbent and its Vendors have determined (as listed in Schedule C-2) the minimum funds necessary to support the planning activities in a reasonable, prudent and timely manner, in order to make such rebanded facilities comparable to those presently in use. If applicable, Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs listed on Schedule C-2 are comparable to costs that vendor previously charged Incumbent for similar work.

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