

Amendment Nos. 3 & 4  
to  
Contract No. 5600 NS170000050  
for  
Wireless Regulatory Affairs Services  
between  
John E Pearson dba JEP Telecom Licensing Services  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. The extension option will run from June 15, 2019 to June 14, 2020. Two (2) options will remain.
- 2.0 The City hereby amends this contract by adding an additional \$33,000.00 to the contract per administrative increase.
- 3.0 The total contract amount is increased by \$15,000.00 per this extension period and \$33,000.00 per administrative increase.

Action	Action Amount	Total Contract Amount
Initial Term: 06/15/2017 - 06/14/2018		
	\$15,000.00	\$15,000.00
Amendment No. 1: Option 1 - Extension 06/15/2018 - 06/14/2019	\$15,000.00	\$30,000.00
Amendment No. 2: Increase of annual spend	\$33,000.00	\$66,000.00
Amendment No. 3: Option 2 - Extension 06/15/2019 - 06/14/2020	\$15,000.00	\$81,000.00
Amendment No. 4: Administrative Increase	\$33,000.00	\$114,000.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: John E. Pearson 5/15/2019

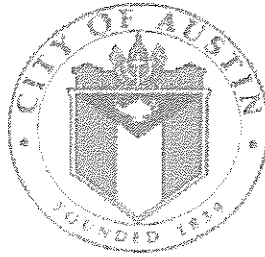
Printed Name: John E. Pearson  
Authorized Representative

John E Pearson dba JEP Telecom Licensing Services  
20210 Ragazza Circle, Unit 201  
Venice, FL 34293-3354

Sign/Date: James T. Howard 5/15/19

Printed Name: JAMES T. HOWARD  
Authorized Representative

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 2  
to  
Contract No. 5600 NS170000050  
for  
Wireless Regulatory Affairs Services  
between  
John E Pearson dba JEP Telecom Licensing Services  
and the  
City of Austin

1.0 The total contract amount is increased by \$33,000.00. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/15/2017 - 06/14/2018	\$15,000.00	\$15,000.00
Amendment No. 1: Option 1 - Extension 06/15/2018 - 06/14/2019	\$15,000.00	\$30,000.00
Amendment No. 2: Increase of annual spend	\$33,000.00	\$66,000.00

2.0 MBE/WBE goals do not apply to this contract.

3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions remain the same

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name:

Authorized Representative

John E Person dba JEP Telecom Licensing Services  
20210 Ragazza Circle, Unit 201  
Venice, FL 34293-3354

Sign/Date:

Printed

Name:

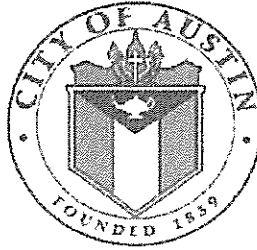
Authorized Representative

Sign/Date:

Printed

Name:

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. XX  
to  
Contract No. 5600 NS170000050  
for  
Wireless Regulatory Affairs Services  
between  
John E Pearson dba JEP Telecom Licensing Services  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 15, 2018 through June 14, 2019. Three (3) options will remain.
- 2.0 The total contract amount is increased by \$15,000.00 by this extension period. The total contract authorization is recapped below.

Action	Action Amount	Total Contract Amount
Initial Term: 05/15/2017 – 05/14/2018	\$15,000.00	\$15,000.00
Amendment No. 1, Option 1 – Extension 06/15/2018 – 05/14/2019	\$15,000.00	\$30,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: John E. Pearson 1-24-2018

Printed Name: John E. Pearson  
Authorized Representative

John E Pearson dba JEP Telecom Licensing Services  
20210 Ragazza Circle, Unit 201  
Venice, FL 34293-3354

Sign/Date: Bartley Tyler 4/25/18

Printed Name: Bartley Tyler  
Authorized Representative

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN**  
**And**  
**JEP Telecom Licensing Services**  
**For**  
**Wireless Regulatory Affairs Services**

This Contract is between JEP Telecom Licensing Services, having offices at 20210 Ragazza Circle, Unit 201, Venice, FL 34293-3354 and the City, a home-rule municipality incorporated by the State of Texas.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 Exhibit A, Supplemental Terms
- 1.1.3 Exhibit B, JEP Telecom Licensing Services Offer, dated February 22, 2017
- 1.1.4 Exhibit C, Non-Discrimination Certification
- 1.1.5 Exhibit D, Non-Suspension or Debarment Certification

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 Exhibit A
- 1.2.3 Exhibit B

**1.3 Quantity.** Quantity of goods or services as described in Exhibit B.

**1.4 Term of Contract.** The contract will be in effect on the date executed by the City (Effective Date), and shall remain in effect for an initial term of twelve (12) months, and may be extended thereafter for up to 4 additional (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**1.5 Compensation.** The Contractor shall be paid a total not-to-exceed amount of \$15,000.00 for the initial term, \$15,000.00 for the first extension, \$15,000.00 for the second extension, \$15,000.00 for the third extension, and \$15,000.00 for the fourth extension, for a total estimated contract amount not to exceed \$75,000.00 comprising the software maintenance and support fees.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

JEP Telecom Licensing Services

John E. Pearson  
Printed Name of Authorized Person

John E. Pearson  
Signature

Owner  
Title:

June 15, 2017  
Date:

CITY OF AUSTIN

Bartley Tyler  
Printed Name of Authorized Person

Bartley Tyler  
Signature

Procurement Specialist I  
Title:

6/15/17  
Date:

Exhibit Listing

Exhibit A	Supplemental Terms
Exhibit B	JEP Telecom Licensing Services Offer
Exhibit C	Non Discrimination Certification
Exhibit D	Non Suspension or Debarment Certification

**Exhibit A**  
**Supplemental Terms**

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be John Pearson, Email: john@jeptelecom.net Phone: 941-441-6830 The City's Contract Manager for the engagement shall be Arletha Guerrero; Email: arleth.guerrero@austintexas.gov, Phone: 512-972-3262.

2. **Invoices.**

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Email Address	CTMAPInvoices@austintexas.gov
Mailing Address	PO Box 1088
City, State, Zip Code	Austin, TX 78767
Email Address	CTMAPInvoices@austintexas.gov

3. **Travel Expenses.** Travel expenses are not authorized under this Contract.

4. **Equal Opportunity**

4.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

4.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

5.1.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

5.1.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

**Exhibit B**  
**JEP Telecom Licensing Services**

*JEP Telecom Licensing Services*  
20210 Ragazza Circle, Unit 201  
Venice, FL 34293-3354  
941-441-6830

February 22, 2017

Ms. Arletha Guerrero  
Communications and Technology Management  
Wireless Communication Services Division  
City of Austin, Texas  
106 Smith Road  
Austin, TX 78721

Dear Ms. Guerrero:

JEP Telecom Licensing Services submits the following proposal to the City of Austin for Regulatory Affairs Services.

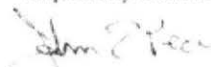
- First year of services. \$150.00 per hour.
- Second year of services. \$150.00 per hour.
- Third year of services. \$160.00 per hour
- Fourth year of services. \$160.00 per hour
- Fifth year of services. \$170.00 per hour.

The services will be performed by John Pearson, formerly of RCC Consultants, who has worked on the City's wireless telecommunications systems since 1999.

The EIN for JEP Telecom Licensing Services is 81-1291688.

If you have any questions, please call me at 941-441-6830.

Respectfully submitted,

  
John E. Pearson



**Exhibit C**  
Non Discrimination Certification

**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.



**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 15<sup>th</sup> day of JUNE, 2017

CONTRACTOR

Authorized Signature

Title

JOHN E. PEARSON  
John E Pearson  
OWNER

City of Austin, Texas  
NON-SUSPENSION OR DEBARMENT CERTIFICATION  
SOLICITATION NO.

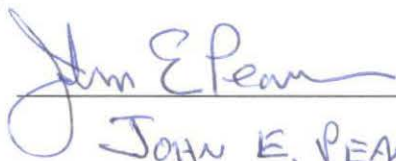
The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

JOHN E. PEARSON DBA JEP TELECOM  
LICENSING SERVICES

Signature of Officer  
or Authorized  
Representative:



Date: JUNE 15, 2017


Printed Name:

JOHN E. PEARSON

Title

OWNER

To: Stephen Elkins, Chief Information Officer

From: Paul Hoppingardner, Deputy Chief Information Officer 

Date: March 23, 2017

Subject: Signature Requested – Certificate of Exemption for Professional Services contract with John Pearson/JEP Telecom Licensing Services

The attached Certificate of Exemption is submitted for your approval and signature. The proposed professional services contract with John Pearson/JEP Telecom Licensing Services is for a 12-month term with four renewal options, at an annual amount not to exceed \$15,000 a year for a total contract value not to exceed \$75,000. Council authorization is not required.

Costs for these services are shared with the Greater Austin-Travis County Regional Radio System partner coalition as follows:

	COA, 65.08%	GATRRS Partners, 34.92%	Not-to- exceed Total
Year 1	\$9,762	\$5,238	\$15,000
Year 2	\$9,762	\$5,238	\$15,000
Year 3	\$9,762	\$5,238	\$15,000
Year 4	\$9,762	\$5,238	\$15,000
Year 5	\$9,762	\$5,238	\$15,000
Total	\$48,810	\$26,190	\$75,000

The following are attached to this memo:

- Certificate of Exemption, for your signature
- Quote for services from John Pearson, JEP Telecom Licensing Services

Mr. Pearson, currently doing business as JEP Telecom Licensing Services, has provided frequency licensing and consulting services to City of Austin since 1999. The City and the coalition that built the Greater Austin-Travis County Regional Radio System (GATRRS) have relied on him for his extensive knowledge of our radio system architecture and radio frequency plans, and for his ability to expedite requests for new licenses, license modifications, and tower registrations. Mr. Pearson also delivers considerable services to City of Austin for its own frequency pool and radio tower inventory.

Mr. Pearson began providing us these services as an employee with RCC Communications in 1999 and continued until 2015, when RCC was purchased by Black & Veatch. In 2016, when B&V released most former RCC employees, John set up his own company, JEP Telecom Services, and we continued working with him via ProCard payments. With our six-year GATRRS life-cycle project entering a critical phase for frequency licensing, it's important we get John under contract to ensure we have no delays implementing our new frequency plan.

John's hourly rate, as presented in the attached quote, is \$20 lower than the hourly rate we paid RCC and Black & Veatch for John's services from 2011 through 2015.



# City of Austin FSD Purchasing Office

## Certificate of Exemption

DATE: 03/23/2017

DEPT: CTM - Wireless

TO: Purchasing Officer or Designee

FROM: Chuck Brotherton

BUYER: Jim Howard

PHONE: (512) 972-3209

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☒ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☐ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
  - ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
  - ☐ services performed by blind or severely disabled persons
  - ☐ goods purchased by a municipality for subsequent retail sale by the municipality
  - ☐ electricity
  - ☐ advertising, other than legal notices
  - ☐ Critical Business Need (Austin Energy Only)
3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

John Pearson (dba JEP Telecom Licensing Services) has provided FCC frequency licensing services for the City and the Greater Austin-Travis County Regional Radio System (GATRRS) since 1999. His extensive historical knowledge of the GATRRS system architecture and radio frequency plan make him a crucial component of our continued success. Mr. Pearson began providing us these services as an employee with RCC Communications and then with Black & Veatch, which purchased RCC in 2015. He now operates his own service and has been assisting us on a ProCard-payment basis. We wish to get him under contract.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

John Pearson holds FCC Frequency Registration Numbers and passwords not only for Austin and Travis County (which are co-licensees for all frequencies used on the GATRRS) but for CAPCOG counties tied to the GATRRS. The GATRRS coalition relies on Mr. Pearson's level of knowledge for timely and accurate application filings to keep the frequency licenses current and to help ensure that our frequency planning is consistent with that of our regional associates and customers. In the many years of providing frequency licensing services to the City, Mr. Pearson has proven to be trustworthy, reliable, and fast. This level of service is critically important to the successful operation of a large, regional public safety radio system like the GATRRS.

The Wireless Office is entering phases of the GATRRS capital project that will require additional frequency licensing and modifications to existing licenses. Therefore, we are requesting a new contract NTE \$15K per year with 4 options. Total contract amount is \$75K. Costs are shared with the GATRRS partners: City pays 65.08%, NTE \$48,810; partners pay 34.92%, NTE \$26,190.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with John Pearson (alias JEP Telecom Licensing Services) which will cost approximately \$ 75,000.00 (Provide estimate and/or breakdown of cost).

**Charles C.  
Brotherton**

Digitally signed by Charles C. Brotherton  
DN: cn=Charles C. Brotherton, o=CTM,  
ou=Wireless Communication Services Division,  
email=charles.brotherton@austintexas.gov,  
c=US  
Date: 2017.03.23 09:44:30 -05'00'

Recommended  
Certification

Originator

Date

Approved  
Certification

  
Department Director or designee

4/14/2017  
Date

Assistant City Manager / General Manager  
or designee (if applicable)

Date

Purchasing Review  
(if applicable)

  
Buyer

6/14/17  
Date

Manager Initials

Exemption Authorized  
(if applicable)

Purchasing Officer or designee

Date

02/26/2013



*JEP Telecom Licensing Services*  
20210 Ragazza Circle, Unit 201  
Venice, FL 34293-3354  
941-441-6830

February 22, 2017

Ms. Arletha Guerrero  
Communications and Technology Management  
Wireless Communication Services Division  
City of Austin, Texas  
106 Smith Road  
Austin, TX 78721

Dear Ms. Guerrero:

JEP Telecom Licensing Services submits the following proposal to the City of Austin for Regulatory Affairs Services.


- First year of services. \$150.00 per hour.
- Second year of services. \$150.00 per hour.
- Third year of services. \$160.00 per hour
- Fourth year of services. \$160.00 per hour
- Fifth year of services. \$170.00 per hour.

The services will be performed by John Pearson, formerly of RCC Consultants, who has worked on the City's wireless telecommunications systems since 1999.

The EIN for JEP Telecom Licensing Services is 81-1291688.

If you have any questions, please call me at 941-441-6830.

Respectfully submitted,

  
John E. Pearson