

RESOLUTION 2007 - 144

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF THE FREQUENCY RECONFIGURATION AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND NEXTEL SOUTH CORPORATION, PURSUANT TO THE FEDERAL COMMUNICATIONS COMMISSION ORDER OF AUGUST 6, 2004, IN ORDER TO RECONFIGURE 800 MHZ FREQUENCIES LICENSED TO ST. JOHNS COUNTY, FLORIDA, UNDER CALL SIGNS WQFU649 AND WQFU 240, TO SEPARATE THE FREQUENCIES IN THE 800 MHZ BAND FROM HARMFUL INTERFERENCE FOR FUTURE USE OF THE FREQUENCIES FOR INTEROPERABLE PUBLIC SAFETY COMMUNICATIONS FOR THE BENEFIT OF THE PUBLIC; AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA TO EXECUTE THE FREQUENCY RECONFIGURATION AGREEMENT ON BEHALF OF THE COUNTY; AND INSTRUCTING THE CLERK OF THE CIRCUIT COURT TO FILE THE INTERLOCAL AGREEMENT IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY**

**WHEREAS**, Florida Statutes authorize governmental units to cooperate to provide services for mutual benefit; **and**

**WHEREAS**, it has been determined that St. Johns County (County) will benefit by the reconfiguration of frequencies currently licensed to the County; **and**

**WHEREAS**, the Nextel South Corp., by Federal Communications Commission Order of August 6, 2004, must bear the cost of said reconfiguration; **and**

**WHEREAS**, the County recognizes the benefits that may be afforded to the County and citizens by the Agreement; **and**

**WHEREAS**, the County has reviewed the terms, of the Frequency Reconfiguration Agreement (attached hereto, and incorporated herein); **and**

**WHEREAS**, the County has determined that accepting terms of the Frequency Reconfiguration Agreement, and executing said Frequency Reconfiguration Agreement will serve the interests of the County.

**NOW, THEREFORE BE IT RESOLVED BY THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS.**

**Section 1.** The above recitals are incorporated by reference into the body of this Resolution, and such recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners hereby approves the Frequency Reconfiguration Agreement between St. Johns County, Florida, and Nextel South Corporation, and authorizes the Chairman of the Board of County Commissioners of St. Johns County, Florida to execute the Frequency Reconfiguration Agreement on behalf of the County.

**Section 3.** The Board of County Commissioners hereby authorizes the County Administrator to execute modifications to the Frequency Reconfiguration Agreement, without the necessity of being approved prior by the Board of County Commissioners of St. Johns County, Florida, so long as those modifications do not require any monetary or in-kind payment on the part of the County, or increase the liability of the County with respect to administrative and/or judicial actions.

**Section 4.** The Clerk of the Circuit Court is hereby instructed to file the Frequency Reconfiguration Agreement in the Public Records of St. Johns County, Florida

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, and this 24<sup>th</sup> day of May, 2007.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Ben Rich  
Ben Rich, Chair

ATTEST: CHERYL STRICKLAND, CLERK

By: Pam Halter  
Deputy Clerk

Effective Date: 5/31/07

**FREQUENCY RECONFIGURATION AGREEMENT**

THIS FREQUENCY RECONFIGURATION AGREEMENT (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2007 ("Effective Date"), by and between **County of Saint Johns**, a municipal subdivision incorporated under the laws of the State of Florida ("Incumbent"), and **Nextel South Corp.** ("Nextel"), a wholly owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation (each is referred to in this Agreement as a "Party" and collectively as the "Parties").

**RECITALS**

- A. On August 6, 2004, the Federal Communications Commission ("FCC") issued a report and order that modified its rules governing the 800 MHz band. The purpose of the order was to reconfigure the 800 MHz band to minimize harmful interference to public safety radio communications systems in the band ("Reconfiguration").
- B. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration. The August 6, 2004 and December 22, 2004 FCC orders, any binding actions issued by the Transition Administrator pursuant to its delegated authority under the orders ("Actions"), and any supplemental FCC orders in the Reconfiguration proceeding or subsequent Actions after the date of this Agreement, are collectively referred to as the "Order."
- C. Pursuant to the Order, Incumbent and Nextel are licensed on frequency allocations subject to Reconfiguration.
- D. Pursuant to the Order, Nextel will pay Incumbent an amount to effect a Reconfiguration of Incumbent's affected frequency allocations ("Reconfiguration Cost"). Incumbent will certify to the transition administrator appointed pursuant to the Order (the "Transition Administrator") that the Reconfiguration Cost is the minimum amount necessary to provide comparable facilities.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

**AGREEMENT**

1. **Frequencies to be Reconfigured:** Incumbent is the licensee under the license(s) granted by the FCC identified in Schedule A (the "Incumbent Licenses") for the operation of certain 800 MHz frequencies at the locations identified on Schedule A (the "Incumbent Frequencies"). Nextel, including its subsidiaries or affiliates, is the licensee under license(s) granted by the FCC (the "Nextel Licenses") for the operation of Specialized Mobile Radio ("SMR") systems on the frequencies and at the locations identified in Schedule B (the "Replacement Frequencies"). Pursuant to the Order, Incumbent must relinquish the Incumbent Frequencies and relocate its system to the Replacement Frequencies.

2. **Frequency Reconfiguration Process:**

(a) On or before the Closing Date (as defined below) (i) Nextel or Incumbent will cause the modification of the Incumbent Licenses to add the Replacement Frequencies or Nextel will cause the creation of a new FCC license for Incumbent that includes the Replacement Frequencies; (ii) Incumbent will assign the Incumbent Frequencies to Nextel or at Nextel's election will cause the deletion of the Incumbent Frequencies from the Incumbent Licenses following Reconfiguration of Incumbent's system; and (iii) Nextel will cause the modification and/or cancellation of the FCC licenses it holds for the operation of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b) ("Section 90.621(b)"), as such rule may be amended from time to time by the FCC.

(b) The Parties agree that Nextel will make the FCC assignment filings for the Replacement Frequencies on a future date to be determined by the Parties through mutual agreement, as provided in Section 5(iii). The Incumbent reserves the right to make its own FCC filings for the Replacement Frequencies on such mutually agreed date, rather than relying on Nextel to do so, by so notifying Nextel in accordance with the Notice provision of this Agreement.

**3. Reconfiguration Costs:**

(a) Acknowledgement of Obligations. Incumbent agrees that:

(i) the cost estimate set forth in Schedule C (the "Cost Estimate") sets forth all of the work required to reconfigure Incumbent's existing facilities to comparable facilities that will operate on the Replacement Frequencies;

(ii) after all of the work contemplated by the Cost Estimate has been performed and Nextel has paid all amounts required by this Agreement, the Incumbent's reconfigured system shall be deemed for all purposes of the Order to be "comparable" to Incumbent's existing system prior to Reconfiguration, and Nextel shall be deemed to have satisfied its obligations under the Order to pay the cost of relocating Incumbent's system from the Incumbent Frequencies to the Replacement Frequencies.

(b) Payment Terms. In order to facilitate the Incumbent's transition to the Replacement Frequencies, Nextel will pay the costs incurred to reconfigure Incumbent's system in an amount not to exceed the Cost Estimate. Nextel will make payments in accordance with the payment terms identified on Schedule C for both payments made directly to Incumbent and payments made on behalf of Incumbent directly to each third party vendor identified on the Cost Estimate ("Vendor").

(i) Prior to the Closing Date, Incumbent will submit to Nextel documentation (including without limitation invoices, receipts, and timesheets or equivalent documentation) demonstrating the actual costs that Incumbent reasonably incurred or paid to other entities to reconfigure Incumbent's system ("Actual Costs"). Upon receipt by Nextel of documentation of the Actual Costs, Nextel will issue a statement to Incumbent ("Reconciliation Statement") and Nextel and Incumbent will reconcile the Actual Costs against the payments made by Nextel to Incumbent identified on Schedule C (the "Reconciliation"). The Reconciliation Statement will identify what the Parties agree upon as the amount of any additional payments (subject to Section 8) due to Incumbent or any refunds due to Nextel. The date of receipt by Nextel of Incumbent's signed Reconciliation Statement is the "Reconciliation Date".

(ii) Any additional payments due to Incumbent from Nextel will be disbursed to Incumbent within thirty (30) days of the Reconciliation Date, provided the additional payments do not result from Actual Costs that exceed the Cost Estimate (in which case the provisions of Section 3(b)(iii) of this Agreement will apply). Any refunds due from the Incumbent to Nextel will be made within thirty (30) days of the Reconciliation Date.

(iii) In the event Incumbent's Actual Costs exceed the Cost Estimate, Incumbent must submit a Change Notice pursuant to Section 8 of this Agreement describing the change in scope of work that resulted in Incumbent's Actual Costs exceeding the Cost Estimate. Approval of any Change Notice will not be automatic but will be processed in accordance with Section 8 of this Agreement. Additional payments due to Incumbent which result from any Change Notice prior to the Reconciliation Date or an excess of Actual Costs over the Cost Estimate, as agreed on the Reconciliation Date, will be disbursed to Incumbent and/or its vendors within thirty (30) days of execution by the Parties of the Amendment documenting the approved changes from such Change Notice.

(iv) Prior to the Closing Date (as defined below), Nextel will pay on behalf of itself and Incumbent, both Parties' applicable sales and transfer taxes, if any, and all FCC fees in connection with the preparation and filing of the necessary FCC applications for the assignment(s) described in Section 2 of this Agreement.

4. [RESERVED]

5. **Retuning Cooperation:** For purposes of this Section, the "Current Program Completion Date" shall mean June 26, 2008 or such other date as may be established by the FCC for the completion of the Reconfiguration. The Parties acknowledge that the number of frequencies and locations covered by this Agreement will require the Parties to cooperate closely in performing their respective reconfiguration activities. The Parties agree that: (i) as of the Effective Date, the Incumbent may begin the reconfiguration of its subscriber units, in accordance with the appropriate sections of Schedule C (ii) Incumbent may commence such other activities associated with the reconfiguration of its system as further detailed on Schedule C as of the Effective Date; and (iii) the Parties will agree on a schedule to make the FCC filings, clear the Replacement Frequencies and decommission the Incumbent Frequencies (the "Schedule"). Depending on the timing of the adoption of this Schedule, it may require the submission of a Change Notice in accordance with Section 8 and/or an Amendment to this Agreement, but in any event the Parties agree to adopt the Schedule no later than forty-five (45) days from the Effective Date of this Agreement or July 31, 2007, whichever is later, or such other date as the FCC may require; provided, however, that in the event the completion date in the Schedule for the reconfiguration of Incumbent's system extends beyond the Current Program Completion Date, the completion date in the Schedule will be subject to FCC approval. Nextel will notify Incumbent of the decommissioning of the Replacement Frequencies within five (5) days following completion of the decommissioning. Incumbent will then synchronize the retune of Incumbent's system with the State of Florida's national NPSPAC Mutual Aid channels in the Florida Interoperability Network (FIN), and will clear all users from the Frequencies pursuant to the retune schedule outlined in the State of Florida's NPSPAC Frequency Reconfiguration Agreement (FRA) to be entered into with Nextel. Incumbent will be solely responsible for coordinating the retune with the State of Florida.

6. **Representations and Warranties:** Each Party represents and warrants to the other as follows:

(i) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation;

(ii) this Agreement has been duly authorized and approved by all required organizational action of the Party;

(iii) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will conflict with, or result in any material violation or default under, any term of its articles of incorporation, by-laws or other organizational documents or any agreement, mortgage, indenture, license, permit, lease, encumbrance or other instrument, judgment, decree, order, law or regulation by which it is bound;

(iv) it is the lawful and exclusive FCC licensee of its respective license(s) described in this Agreement, such licenses are valid and in good standing with the FCC, and it has the authority to request the FCC to assign, modify or cancel such licenses;

(v) there is no pending or threatened action or claim that would have the possible effect of enjoining or preventing the consummation of this Agreement or awarding a third party damages on account of this Agreement; and

(vi) to the best of its knowledge, all information provided to the other Party concerning the transactions contemplated by this Agreement is true and complete.

All representations and warranties made in this Agreement shall survive the Closing Date (defined below) for two (2) years.

7. **Covenants:** From the Effective Date until the Closing Date (defined below), each Party will promptly notify the other Party of any pending or threatened action by the FCC or any other governmental

entity or third party to suspend, revoke, terminate or challenge any license described in this Agreement or to investigate the construction, operation or loading of any system authorized under such licenses. From the Effective Date until the Closing Date, Incumbent will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any license for the Incumbent Frequencies, and Nextel will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any of the Replacement Frequencies.

8. **Changes:** The Parties acknowledge that as the Reconfiguration of Incumbent's facilities proceeds in accordance with the work contemplated by the Cost Estimate, the need for changes to the scope of such work may arise. The Parties agree that their review of any such needed changes must be performed expeditiously to keep the work on schedule and that they will provide sufficient staff to manage changes. If either Party believes that a change to the work contemplated by the Cost Estimate is required (including changes by Vendors), such Party will promptly notify the other Party in writing. Such written notice (the "Change Notice") shall set forth (i) a description of the scope of the change to the work contemplated by the Cost Estimate believed to be necessary and (ii) an estimate of any increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. A Party receiving a Change Notice shall immediately perform its own analysis of the need for and scope of the change and its impact on the Cost Estimate and schedule and negotiate the change in good faith with the other Party. After the Parties have agreed upon a change to this Agreement, they shall prepare a proposed amendment to this Agreement pursuant to Section 25 and submit to the Transition Administrator a copy of the proposed amendment together with a written request for its approval. Such request shall be accompanied by reasonable documentation supporting the need for and scope of the change and any proposed increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. Incumbent is responsible for all unauthorized changes necessary as it relates to work performed by a Vendor on behalf of Incumbent. No change to the Cost Estimate, the work contemplated by the Cost Estimate or the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies shall become effective until the Transition Administrator has approved the change in writing and both Parties have signed an amendment incorporating such approved change into this Agreement pursuant to Section 25.

9. **Closing:** The closing of the transactions contemplated by this Agreement will take place after (i) FCC approval of the assignment of the Incumbent Frequencies to Nextel and/or deletion of the Incumbent Frequencies from the Incumbent Licenses, (ii) FCC approval of the modification to add the Replacement Frequencies to the Incumbent Licenses or the creation of a new license for Incumbent that includes the Replacement Frequencies, (iii) notification by Incumbent to Nextel that the Incumbent Licenses are clear of all users pursuant to Section 5, (iv) delivery by Incumbent of all receipts, invoices and other documentation required to substantiate the Actual Cost and signing by Incumbent and delivery to Nextel of the Reconciliation Statement and other documents required to complete the Reconciliation similar to those identified on Exhibit B, (v) FCC approval of the modification and/or cancellation of the FCC licenses Nextel holds for the operation of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b), as such rule may be amended from time to time by the FCC, (vi) the refund to Nextel or payment to Incumbent as described in Section 3(b)(ii), (if applicable); and (vii) the satisfaction of all other conditions specified in this Agreement (the "Closing Date").

10. **Closing Conditions:** Performance of each Party's Closing obligations is subject to satisfaction of the following conditions (except to the extent expressly waived in writing by the other Party):

(a) the continued truth and accuracy of the other Party's representations and warranties set forth in this Agreement;

(b) all of the covenants of the other Party described in this Agreement are performed in all material respects;

(c) execution and delivery by the other Party of Closing documents as well as any other Closing instruments and documents either Party or its counsel may reasonably request. Incumbent will execute and deliver to Nextel a closing certification required by the Transition Administrator (“Completion Certification”); and

(d) The Parties will cooperate in good faith and exercise their reasonable best efforts to finalize and execute these instruments and documents on or prior to the Closing Date in order to effect the Reconfiguration contemplated.

11. **Review Rights:** In order to enable the Transition Administrator to comply with its audit obligations under the Order, Incumbent agrees to maintain records and other supporting evidence related to the costs that Incumbent has expended in connection with the Reconfiguration contemplated by this Agreement and that Nextel has paid or will pay to Incumbent pursuant to this Agreement. Incumbent agrees to maintain such records and make them reasonably available to the Transition Administrator for review or reproduction until eighteen (18) months after the date of Incumbent’s executed Completion Certification required by this Agreement or for a longer period if Incumbent, for its own purposes, retains such records for a longer period of time. As used in this provision, “records” includes books, documents, accounting procedures and practices and other data regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form.

12. **Excluded Assets; No Assumption of Liabilities:** Nothing in this Agreement should be construed as a transfer or assignment from either Party to the other Party of any assets (including FCC licenses) except as expressly set forth in this Agreement. Other than as expressly provided in this Agreement, neither Party is obligated to assign and transfer to the other any asset, tangible or intangible, nor is either Party entitled to assume any asset, tangible or intangible. Neither Party is assuming, nor is either Party responsible for, any liabilities or obligations of the other Party arising out of or in connection with the other Party’s licenses (or related systems and facilities) that are the subject of this Agreement.

13. **Confidentiality:** The terms of this Agreement and any proprietary, non-public information regarding the Incumbent Frequencies, Replacement Frequencies, Nextel’s business and Incumbent’s business must be kept confidential by the Parties and their employees, shareholders, agents, attorneys and accountants (collectively, “Agents”), which confidentiality will survive the Closing or termination of this Agreement for a period of two (2) years. The Parties may make disclosures: (i) as required by law, (ii) to the Transition Administrator, and (iii) to a Vendor (but only to the extent such disclosure specifically relates to that Vendor’s work and costs under this Agreement (as identified on Schedule C) as required to perform obligations under this Agreement, provided, however, that each Party will cause all of its Agents to honor the provisions of this Section. Incumbent may make disclosures of technical and/or system information related to the Reconfiguration and directly related to resolving or planning interoperability issues, to licensees who need to know such information within Incumbent’s NPSAC region. Nextel, Incumbent and their respective Agents may make disclosures regarding the terms of this Agreement to other public safety licensees and their Agents. Each party involved in such disclosures shall cause all of its Agents to confine the disclosure of the terms of this Agreement to only public safety licensees and will advise the party to whom the disclosure was made, to limit further disclosure to only public safety licensees in accordance with the FCC Order, WT Docket No. 02-55, adopted January 8, 2007.

14. **Cooperation:** The Parties will cooperate with each other and the Transition Administrator with respect to the Reconfiguration work contemplated by this Agreement. Without limiting the foregoing obligations, the Parties agree to cooperate in the preparation of any applications required to be filed with the FCC, and Incumbent agrees to provide reasonable access to its facilities so that the Transition Administrator may comply with any audit obligations and so any Reconfiguration work contemplated by this Agreement may be performed in accordance with the Cost Estimate and

performance schedule. If a Party is subject to a denial of FCC benefits for delinquent non-tax debts owed to the FCC that would prevent or delay the timely processing of any FCC applications, such Party shall cure such delinquency in an expeditious manner and at its sole expense.

15. **Indemnification:** From and after the Closing Date, each Party (the “Indemnifying Party”) will indemnify and defend the other Party, its officers, directors, employees and agents (collectively, the “Indemnified Party”), from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys’ fees and expenses (collectively, “Costs”), asserted against, imposed upon or incurred by the Indemnified Party arising from or related to: (i) any breach of any covenant, agreement, representation or warranty of the Indemnifying Party contained in, or made pursuant to, this Agreement; or (ii) any and all liabilities (including successor liabilities) or obligations relating to periods prior to the Closing Date resulting from the Indemnifying Party’s operation of the system operated pursuant to the Incumbent Licenses or the Nextel Licenses, as applicable, or the ownership or use of those licenses or from the Indemnifying Party’s employment, or termination of employment, of its employees. The obligations under this Section survive the Closing for a period of three (3) years.

16. **Disputes:** The Parties agree that any dispute related to the Replacement Frequencies, Nextel’s obligation to pay any cost of the Reconfiguration of Incumbent’s system contemplated by this Agreement, or the comparability of Incumbent’s reconfigured system to Incumbent’s existing system prior to Reconfiguration, which is not resolved by mutual agreement, shall be resolved in accordance with the dispute resolution provisions of the Order, as it may be amended from time to time.

17. **No Gratuities:** No gift, gratuity, credit, thing of value or compensation of any kind shall be offered or provided by Incumbent, directly or indirectly, to any officer, employee or official of Nextel for the purpose of improperly obtaining or rewarding favorable treatment under this Agreement.

18. **Liens:** If any liens or security interests attach to any of Incumbent’s facilities in favor of any vendor or service provider that is performing any Reconfiguration work contemplated by this Agreement as a result of Nextel’s breach of any obligation to make direct payment (not in dispute) to such vendor or services provider, Nextel upon receipt of Notice from Incumbent will cooperate to remove any Liens.

19. **Vendor Performance Issues:** Incumbent will select and contract directly with any vendor or service provider performing work required to reconfigure the Incumbent’s existing facilities to operate on the Replacement Frequencies. Neither the Transition Administrator nor Nextel will be responsible for, or assume the risk of any failure of that Vendor to perform its obligations under any contract entered into between Incumbent and such Vendor in connection with the Reconfiguration contemplated by this Agreement.

20. **[RESERVED]**

21. **Termination:** This Agreement may be terminated and the transactions contemplated by this Agreement abandoned: (i) by mutual consent of the Parties provided in writing; (ii) for cause by either Party upon material breach of the other Party, following a thirty (30) day period for cure by the breaching Party following written notice of the breach or (iii) by Nextel in the event of any Adverse Decision by any governmental entity of competent jurisdiction affecting the Order. For purposes of this Agreement, an “Adverse Decision” means an order, decree, opinion, report or any other form of decision by a governmental entity of competent jurisdiction that results, in whole or part, in a stay, remand, or reversal of the Order, or otherwise in any revision to the Order that Nextel determines, in its sole discretion, to be adverse to its interests. In the event of termination, the Parties shall take all necessary action (including preparing and filing FCC documents) to return the *status quo ante* on the date of this Agreement. In the event of termination, Nextel shall pay all costs associated with the return to the *status quo ante* except if such termination was due to an uncured material breach by Incumbent.



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22. **Attorney's Fees:** In any legal proceeding by a Party to enforce its rights under this Agreement against the other Party, the Party prevailing in such proceeding will be entitled to recover its reasonable attorney's fees and costs from the other Party.

23. **Notices:** All notices and other communications under this Agreement must be in writing and will be deemed given (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices are to be delivered to the Parties at the following addresses:

If to Incumbent, to: Saint Johns County Fire Rescue 4455 Avenue A, Suite 100 St. Augustine, FL 32095 Attn: Gia Reynolds, Communications Coordinator Phone (904) 209-1710 Fax (904) 823-3174	If to Nextel, to: Nextel South Corp. c/o Nextel Communications, Inc. 2001 Edmund Halley Drive Reston, VA 20191 Attn: Heather P. Brown, Esq. Phone: (703) 433-4000 Fax: (703) 433-4483
	With a copy that shall not constitute Notice:  Nextel Communications, Inc. 6575 The Corners Parkway Norcross, GA 30092 Attn: William Jenkins, VP Spectrum Resources Phone: (770) 326-7484 Fax: (678) 405-8252

24. **Assignment:** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Either Party may assign this Agreement to any direct or indirect subsidiary or affiliate of the Party, upon delivery of written notice to the other Party.

25. **Amendments:** This Agreement, including without limitation the scope of work contemplated hereby and the Estimated Cost thereof to be paid by Nextel, may be amended or modified only by a written instrument signed by authorized representatives of both Parties, provided, however, no amendment or modification to this Agreement shall become effective until approved by the Transition Administrator.

26. **Benefits:** This Agreement is for the benefit of the Parties and their successors and permitted assigns, and nothing in this Agreement gives or should be construed to give any legal or equitable rights under this Agreement to any person or entity, other than (i) the successors and assigns of the Parties, and (ii) the Transition Administrator as specifically provided for in this Agreement.

27. **Miscellaneous:** If any provision(s) of this Agreement is held in whole or part, to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, then such provision(s) will be deemed severable from the remainder of this Agreement, will in no way affect, impair or invalidate any other provision contained in the Agreement and the Parties will use their commercially reasonable efforts to amend this Agreement to make the unlawful provision compliant with applicable law so as to preserve the rights and obligations of the Parties. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement, together with the Schedules, constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. This Agreement is

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governed by the laws of the State of Florida without regard to conflicts of law principles thereof. This Agreement may be executed in one or more counterparts, including by facsimile, which will be effective as original agreements of the Parties executing the counterpart.

In consideration of the mutual consideration set forth herein, this Agreement is effective as a legally binding agreement between the Parties upon execution by the Parties.

**INCUMBENT:**  
**County of Saint Johns**

**NEXTEL:**  
**Nextel South Corp.**

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

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

Name:

Name:

Title: County Administrator

Title:

**SCHEDULE A**

**Incumbent Frequencies**

**Incumbent's Name: County of Saint Johns**

**Incumbent Assigns to Nextel:**

<b>Call Sign</b>	<b>Freqcy</b>	<b>Licensee</b>	<b>Location</b>	<b># of Freqs</b>	<b>Exp. Date</b>	<b>Latitude</b>	<b>Longitude</b>
WQFU240	866.0125	Saint Johns, County Of	Durbin	1	10/3/2016	30° 3' 3.5' N	81° 30' 32.8' W
WQFU240	866.0125	Saint Johns, County Of	Ponte Vedra	1	10/3/2016	30° 11' 30' N	81° 22' 56' W
WQFU240	866.0125	Saint Johns, County Of	St Augustine	1	10/3/2016	29° 51' 54.1' N	81° 17' 33.6' W
WQFU240	866.0125	Saint Johns, County Of	Switzerland	1	10/3/2016	30° 4' 11' N	81° 38' 49' W
WQFU240	866.0125	Saint Johns, County Of	Palatka	1	10/3/2016	29° 41' 21' N	81° 29' 17' W
WQFU240	866.0125	Saint Johns, County Of	St. Augustine	1	10/3/2016	29° 54' 20.8' N	81° 24' 53.2' W
WQFU240	867.0125	Saint Johns, County Of	Ponte Vedra	1	10/3/2016	30° 11' 30' N	81° 22' 56' W
WQFU240	867.0125	Saint Johns, County Of	Durbin	1	10/3/2016	30° 3' 3.5' N	81° 30' 32.8' W
WQFU240	867.0125	Saint Johns, County Of	Switzerland	1	10/3/2016	30° 4' 11' N	81° 38' 49' W
WQFU240	867.0125	Saint Johns, County Of	St. Augustine	1	10/3/2016	29° 54' 20.8' N	81° 24' 53.2' W
WQFU240	867.0125	Saint Johns, County Of	Palatka	1	10/3/2016	29° 41' 21' N	81° 29' 17' W
WQFU240	867.0125	Saint Johns, County Of		1	10/3/2016	'''	'''
WQFU240	867.0125	Saint Johns, County Of	St Augustine	1	10/3/2016	29° 51' 54.1' N	81° 17' 33.6' W
WQFU649	866.2375	Saint Johns, County Of	St Augustine	1	10/6/2016	29° 51' 54.1' N	81° 17' 33.6' W
WQFU649	866.2375	Saint Johns, County Of	Switzerland	1	10/6/2016	30° 4' 11' N	81° 38' 49' W
WQFU649	866.2375	Saint Johns, County Of	Palatka	1	10/6/2016	29° 41' 21' N	81° 29' 17' W
WQFU649	866.2375	Saint Johns, County Of		1	10/6/2016	'''	'''
WQFU649	866.2375	Saint Johns, County Of	Ponte Vedra	1	10/6/2016	30° 11' 30' N	81° 22' 56' W
WQFU649	866.2375	Saint Johns, County Of	Durbin	1	10/6/2016	30° 3' 3.5' N	81° 30' 32.8' W
WQFU649	866.2375	Saint Johns, County Of	St. Augustine	1	10/6/2016	29° 54' 20.8' N	81° 24' 53.2' W
WQFU649	866.7375	Saint Johns, County Of	St Augustine	1	10/6/2016	29° 51' 54.1' N	81° 17' 33.6' W
WQFU649	866.7375	Saint Johns, County Of	Switzerland	1	10/6/2016	30° 4' 11' N	81° 38' 49' W
WQFU649	866.7375	Saint Johns, County Of	St. Augustine	1	10/6/2016	29° 54' 20.8' N	81° 24' 53.2' W
WQFU649	866.7375	Saint Johns, County Of	Palatka	1	10/6/2016	29° 41' 21' N	81° 29' 17' W
WQFU649	866.7375	Saint Johns, County Of	Durbin	1	10/6/2016	30° 3' 3.5' N	81° 30' 32.8' W

**CONFIDENTIAL**

<b>Call Sign</b>	<b>Freqcy</b>	<b>Licensee</b>	<b>Location</b>	<b># of Freqs</b>	<b>Exp. Date</b>	<b>Latitude</b>	<b>Longitude</b>
WQFU649	866.7375	Saint Johns, County Of	Ponte Vedra	1	10/6/2016	30' 11' 30" N	81' 22' 56" W
WQFU649	866.7375	Saint Johns, County Of		1	10/6/2016	'''	'''
WQFU649	866.8875	Saint Johns, County Of	St Augustine	1	10/6/2016	29' 51' 54.1" N	81' 17' 33.6" W
WQFU649	866.8875	Saint Johns, County Of		1	10/6/2016	'''	'''
WQFU649	866.8875	Saint Johns, County Of	Switzerland	1	10/6/2016	30' 4' 11" N	81' 38' 49" W
WQFU649	866.8875	Saint Johns, County Of	Palatka	1	10/6/2016	29' 41' 21" N	81' 29' 17" W
WQFU649	866.8875	Saint Johns, County Of	Durbin	1	10/6/2016	30' 3' 3.5" N	81' 30' 32.8" W
WQFU649	866.8875	Saint Johns, County Of	Ponte Vedra	1	10/6/2016	30' 11' 30" N	81' 22' 56" W
WQFU649	866.8875	Saint Johns, County Of	St. Augustine	1	10/6/2016	29' 54' 20.8" N	81' 24' 53.2" W
WQFU649	867.1375	Saint Johns, County Of	St Augustine	1	10/6/2016	29' 51' 54.1" N	81' 17' 33.6" W
WQFU649	867.1375	Saint Johns, County Of	Ponte Vedra	1	10/6/2016	30' 11' 30" N	81' 22' 56" W
WQFU649	867.1375	Saint Johns, County Of	Switzerland	1	10/6/2016	30' 4' 11" N	81' 38' 49" W
WQFU649	867.1375	Saint Johns, County Of	Palatka	1	10/6/2016	29' 41' 21" N	81' 29' 17" W
WQFU649	867.1375	Saint Johns, County Of	St. Augustine	1	10/6/2016	29' 54' 20.8" N	81' 24' 53.2" W
WQFU649	867.1375	Saint Johns, County Of	Durbin	1	10/6/2016	30' 3' 3.5" N	81' 30' 32.8" W
WQFU649	867.1375	Saint Johns, County Of		1	10/6/2016	'''	'''
WQFU649	867.2375	Saint Johns, County Of	St Augustine	1	10/6/2016	29' 51' 54.1" N	81' 17' 33.6" W
WQFU649	867.2375	Saint Johns, County Of	St. Augustine	1	10/6/2016	29' 54' 20.8" N	81' 24' 53.2" W
WQFU649	867.2375	Saint Johns, County Of		1	10/6/2016	'''	'''
WQFU649	867.2375	Saint Johns, County Of	Durbin	1	10/6/2016	30' 3' 3.5" N	81' 30' 32.8" W
WQFU649	867.2375	Saint Johns, County Of	Switzerland	1	10/6/2016	30' 4' 11" N	81' 38' 49" W
WQFU649	867.2375	Saint Johns, County Of	Palatka	1	10/6/2016	29' 41' 21" N	81' 29' 17" W
WQFU649	867.2375	Saint Johns, County Of	Ponte Vedra	1	10/6/2016	30' 11' 30" N	81' 22' 56" W
WQFU649	867.3875	Saint Johns, County Of	St Augustine	1	10/6/2016	29' 51' 54.1" N	81' 17' 33.6" W
WQFU649	867.3875	Saint Johns, County Of	Durbin	1	10/6/2016	30' 3' 3.5" N	81' 30' 32.8" W
WQFU649	867.3875	Saint Johns, County Of	Switzerland	1	10/6/2016	30' 4' 11" N	81' 38' 49" W
WQFU649	867.3875	Saint Johns, County Of	Palatka	1	10/6/2016	29' 41' 21" N	81' 29' 17" W
WQFU649	867.3875	Saint Johns, County Of	St. Augustine	1	10/6/2016	29' 54' 20.8" N	81' 24' 53.2" W
WQFU649	867.3875	Saint Johns, County Of	Ponte Vedra	1	10/6/2016	30' 11' 30" N	81' 22' 56" W
WQFU649	867.3875	Saint Johns, County Of		1	10/6/2016	'''	'''

<b>Call Sign</b>	<b>Freqcy</b>	<b>Licensee</b>	<b>Location</b>	<b># of Freqs</b>	<b>Exp. Date</b>	<b>Latitude</b>	<b>Longitude</b>
WQFU649	867.6375	Saint Johns, County Of	St Augustine	1	10/6/2016	29' 51' 54.1' N	81' 17' 33.6' W
WQFU649	867.6375	Saint Johns, County Of	Switzerland	1	10/6/2016	30' 4' 11' N	81' 38' 49' W
WQFU649	867.6375	Saint Johns, County Of	Palatka	1	10/6/2016	29' 41' 21' N	81' 29' 17' W
WQFU649	867.6375	Saint Johns, County Of	Durbin	1	10/6/2016	30' 3' 3.5' N	81' 30' 32.8' W
WQFU649	867.6375	Saint Johns, County Of	Ponte Vedra	1	10/6/2016	30' 11' 30' N	81' 22' 56' W
WQFU649	867.6375	Saint Johns, County Of		1	10/6/2016	'''	'''
WQFU649	867.6375	Saint Johns, County Of	St. Augustine	1	10/6/2016	29' 54' 20.8' N	81' 24' 53.2' W
WQFU649	867.8875	Saint Johns, County Of	St Augustine	1	10/6/2016	29' 51' 54.1' N	81' 17' 33.6' W
WQFU649	867.8875	Saint Johns, County Of	Durbin	1	10/6/2016	30' 3' 3.5' N	81' 30' 32.8' W
WQFU649	867.8875	Saint Johns, County Of	Switzerland	1	10/6/2016	30' 4' 11' N	81' 38' 49' W
WQFU649	867.8875	Saint Johns, County Of	Palatka	1	10/6/2016	29' 41' 21' N	81' 29' 17' W
WQFU649	867.8875	Saint Johns, County Of	St. Augustine	1	10/6/2016	29' 54' 20.8' N	81' 24' 53.2' W
WQFU649	867.8875	Saint Johns, County Of	Ponte Vedra	1	10/6/2016	30' 11' 30' N	81' 22' 56' W
WQFU649	867.8875	Saint Johns, County Of		1	10/6/2016	'''	'''
WQFU649	868.1375	Saint Johns, County Of	St Augustine	1	10/6/2016	29' 51' 54.1' N	81' 17' 33.6' W
WQFU649	868.1375	Saint Johns, County Of		1	10/6/2016	'''	'''
WQFU649	868.1375	Saint Johns, County Of	Ponte Vedra	1	10/6/2016	30' 11' 30' N	81' 22' 56' W
WQFU649	868.1375	Saint Johns, County Of	Switzerland	1	10/6/2016	30' 4' 11' N	81' 38' 49' W
WQFU649	868.1375	Saint Johns, County Of	Palatka	1	10/6/2016	29' 41' 21' N	81' 29' 17' W
WQFU649	868.1375	Saint Johns, County Of	Durbin	1	10/6/2016	30' 3' 3.5' N	81' 30' 32.8' W
WQFU649	868.1375	Saint Johns, County Of	St. Augustine	1	10/6/2016	29' 54' 20.8' N	81' 24' 53.2' W
WQFU649	868.2125	Saint Johns, County Of	St Augustine	1	10/6/2016	29' 51' 54.1' N	81' 17' 33.6' W
WQFU649	868.2125	Saint Johns, County Of	Ponte Vedra	1	10/6/2016	30' 11' 30' N	81' 22' 56' W
WQFU649	868.2125	Saint Johns, County Of		1	10/6/2016	'''	'''
WQFU649	868.2125	Saint Johns, County Of	St. Augustine	1	10/6/2016	29' 54' 20.8' N	81' 24' 53.2' W
WQFU649	868.2125	Saint Johns, County Of	Durbin	1	10/6/2016	30' 3' 3.5' N	81' 30' 32.8' W
WQFU649	868.2125	Saint Johns, County Of	Switzerland	1	10/6/2016	30' 4' 11' N	81' 38' 49' W
WQFU649	868.2125	Saint Johns, County Of	Palatka	1	10/6/2016	29' 41' 21' N	81' 29' 17' W
WQFU649	868.2875	Saint Johns, County Of	St Augustine	1	10/6/2016	29' 51' 54.1' N	81' 17' 33.6' W
WQFU649	868.2875	Saint Johns, County Of	St. Augustine	1	10/6/2016	29' 54' 20.8' N	81' 24' 53.2' W

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Call Sign	Freqcy	Licensee	Location	# of Freqs	Exp. Date	Latitude	Longitude
WQFU649	868.2875	Saint Johns, County Of	Ponte Vedra	1	10/6/2016	30' 11' 30' N	81' 22' 56' W
WQFU649	868.2875	Saint Johns, County Of	Switzerland	1	10/6/2016	30' 4' 11' N	81' 38' 49' W
WQFU649	868.2875	Saint Johns, County Of	Palatka	1	10/6/2016	29' 41' 21' N	81' 29' 17' W
WQFU649	868.2875	Saint Johns, County Of	Durbin	1	10/6/2016	30' 3' 3.5' N	81' 30' 32.8' W
WQFU649	868.2875	Saint Johns, County Of		1	10/6/2016	'''	'''
WQFU649	868.3875	Saint Johns, County Of	St Augustine	1	10/6/2016	29' 51' 54.1' N	81' 17' 33.6' W
WQFU649	868.3875	Saint Johns, County Of	Durbin	1	10/6/2016	30' 3' 3.5' N	81' 30' 32.8' W
WQFU649	868.3875	Saint Johns, County Of	Palatka	1	10/6/2016	29' 41' 21' N	81' 29' 17' W
WQFU649	868.3875	Saint Johns, County Of	St. Augustine	1	10/6/2016	29' 54' 20.8' N	81' 24' 53.2' W
WQFU649	868.3875	Saint Johns, County Of	Ponte Vedra	1	10/6/2016	30' 11' 30' N	81' 22' 56' W
WQFU649	868.3875	Saint Johns, County Of		1	10/6/2016	'''	'''
WQFU649	868.3875	Saint Johns, County Of	Switzerland	1	10/6/2016	30' 4' 11' N	81' 38' 49' W
WQFU649	868.6375	Saint Johns, County Of	St Augustine	1	10/6/2016	29' 51' 54.1' N	81' 17' 33.6' W
WQFU649	868.6375	Saint Johns, County Of	Switzerland	1	10/6/2016	30' 4' 11' N	81' 38' 49' W
WQFU649	868.6375	Saint Johns, County Of	Palatka	1	10/6/2016	29' 41' 21' N	81' 29' 17' W
WQFU649	868.6375	Saint Johns, County Of	Durbin	1	10/6/2016	30' 3' 3.5' N	81' 30' 32.8' W
WQFU649	868.6375	Saint Johns, County Of	Ponte Vedra	1	10/6/2016	30' 11' 30' N	81' 22' 56' W
WQFU649	868.6375	Saint Johns, County Of	St. Augustine	1	10/6/2016	29' 54' 20.8' N	81' 24' 53.2' W
WQFU649	868.6375	Saint Johns, County Of		1	10/6/2016	'''	'''
WQFU649	868.7125	Saint Johns, County Of	St Augustine	1	10/6/2016	29' 51' 54.1' N	81' 17' 33.6' W
WQFU649	868.7125	Saint Johns, County Of	Durbin	1	10/6/2016	30' 3' 3.5' N	81' 30' 32.8' W
WQFU649	868.7125	Saint Johns, County Of	Palatka	1	10/6/2016	29' 41' 21' N	81' 29' 17' W
WQFU649	868.7125	Saint Johns, County Of	St. Augustine	1	10/6/2016	29' 54' 20.8' N	81' 24' 53.2' W
WQFU649	868.7125	Saint Johns, County Of	Switzerland	1	10/6/2016	30' 4' 11' N	81' 38' 49' W
WQFU649	868.7125	Saint Johns, County Of	Ponte Vedra	1	10/6/2016	30' 11' 30' N	81' 22' 56' W
WQFU649	868.7125	Saint Johns, County Of		1	10/6/2016	'''	'''
WQFU649	868.8875	Saint Johns, County Of	St Augustine	1	10/6/2016	29' 51' 54.1' N	81' 17' 33.6' W
WQFU649	868.8875	Saint Johns, County Of	Switzerland	1	10/6/2016	30' 4' 11' N	81' 38' 49' W
WQFU649	868.8875	Saint Johns, County Of	Palatka	1	10/6/2016	29' 41' 21' N	81' 29' 17' W
WQFU649	868.8875	Saint Johns, County Of	Durbin	1	10/6/2016	30' 3' 3.5' N	81' 30' 32.8' W

<b>Call Sign</b>	<b>Freqcy</b>	<b>Licensee</b>	<b>Location</b>	<b># of Freqs</b>	<b>Exp. Date</b>	<b>Latitude</b>	<b>Longitude</b>
WQFU649	868.8875	Saint Johns, County Of	Ponte Vedra	1	10/6/2016	30' 11' 30' N	81' 22' 56' W
WQFU649	868.8875	Saint Johns, County Of	St. Augustine	1	10/6/2016	29' 54' 20.8' N	81' 24' 53.2' W
WQFU649	868.8875	Saint Johns, County Of	---	1	10/6/2016	'''	'''

**SCHEDULE B**

**Replacement Frequencies**

**Incumbent's Name: County of Saint Johns**

**Nextel Assigns to Incumbent:**

<b>Replacement Frequency</b>	<b>Latitude</b>	<b>Longitude</b>	<b>ERP</b>	<b>GE</b>	<b>AH</b>	<b>Licensee</b>	<b>Location</b>
851.0125	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka
851.0125	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
851.0125	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine
851.0125	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
851.0125	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
851.0125	30' 4' 11 N	81' 38' 49 W	178	26 ft.	190 ft.	Saint Johns County	Switzerland
851.2375	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka
851.2375	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
851.2375	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine
851.2375	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
851.2375	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
851.2375	30' 4' 11 N	81' 38' 49 W	252	26 ft.	190 ft.	Saint Johns County	Switzerland
851.7375	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka
851.7375	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
851.7375	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine
851.7375	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
851.7375	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
851.7375	30' 4' 11 N	81' 38' 49 W	252	26 ft.	190 ft.	Saint Johns County	Switzerland
851.8875	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka
851.8875	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
851.8875	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine
851.8875	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
851.8875	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
851.8875	30' 4' 11 N	81' 38' 49 W	252	26 ft.	190 ft.	Saint Johns County	Switzerland
852.0125	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka
852.0125	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
852.0125	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine
852.0125	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
852.0125	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
852.0125	30' 4' 11 N	81' 38' 49 W	178	26 ft.	190 ft.	Saint Johns County	Switzerland
852.1375	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka



<b>Replacement Frequency</b>	<b>Latitude</b>	<b>Longitude</b>	<b>ERP</b>	<b>GE</b>	<b>AH</b>	<b>Licensee</b>	<b>Location</b>
852.1375	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
852.1375	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine
852.1375	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
852.1375	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
852.1375	30' 4' 11 N	81' 38' 49 W	252	26 ft.	190 ft.	Saint Johns County	Switzerland
852.2375	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka
852.2375	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
852.2375	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine
852.2375	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
852.2375	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
852.2375	30' 4' 11 N	81' 38' 49 W	252	26 ft.	190 ft.	Saint Johns County	Switzerland
852.3875	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka
852.3875	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
852.3875	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine
852.3875	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
852.3875	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
852.3875	30' 4' 11 N	81' 38' 49 W	252	26 ft.	190 ft.	Saint Johns County	Switzerland
852.6375	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka
852.6375	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
852.6375	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine
852.6375	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
852.6375	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
852.6375	30' 4' 11 N	81' 38' 49 W	252	26 ft.	190 ft.	Saint Johns County	Switzerland
852.8875	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka
852.8875	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
852.8875	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine
852.8875	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
852.8875	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
852.8875	30' 4' 11 N	81' 38' 49 W	252	26 ft.	190 ft.	Saint Johns County	Switzerland
853.1375	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka
853.1375	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
853.1375	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine
853.1375	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
853.1375	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
853.1375	30' 4' 11 N	81' 38' 49 W	252	26 ft.	190 ft.	Saint Johns County	Switzerland
853.2125	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka
853.2125	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
853.2125	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine

<b>Replacement Frequency</b>	<b>Latitude</b>	<b>Longitude</b>	<b>ERP</b>	<b>GE</b>	<b>AH</b>	<b>Licensee</b>	<b>Location</b>
853.2125	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
853.2125	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
853.2125	30' 4' 11 N	81' 38' 49 W	252	26 ft.	190 ft.	Saint Johns County	Switzerland
853.2875	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka
853.2875	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
853.2875	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine
853.2875	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
853.2875	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
853.2875	30' 4' 11 N	81' 38' 49 W	252	26 ft.	190 ft.	Saint Johns County	Switzerland
853.3875	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka
853.3875	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
853.3875	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine
853.3875	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
853.3875	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
853.3875	30' 4' 11 N	81' 38' 49 W	252	26 ft.	190 ft.	Saint Johns County	Switzerland
853.6375	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka
853.6375	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
853.6375	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine
853.6375	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
853.6375	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
853.6375	30' 4' 11 N	81' 38' 49 W	252	26 ft.	190 ft.	Saint Johns County	Switzerland
853.7125	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka
853.7125	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
853.7125	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine
853.7125	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
853.7125	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
853.7125	30' 4' 11 N	81' 38' 49 W	252	26 ft.	190 ft.	Saint Johns County	Switzerland
853.8875	29' 41' 21 N	81' 29' 17 W	105	13 ft.	469 ft.	Saint Johns County	Palatka
853.8875	29' 51' 54.1 N	81' 17' 33.6 W	364	7 ft.	322 ft.	Saint Johns County	St Augustine
853.8875	29' 54' 20.8 N	81' 24' 53.2 W	174	45 ft.	404 ft.	Saint Johns County	St Augustine
853.8875	30' 11' 30 N	81' 22' 56 W	165	8 ft.	256 ft.	Saint Johns County	Ponte Vedra
853.8875	30' 3' 3.5 N	81' 30' 32.8 W	415	45 ft.	213 ft.	Saint Johns County	Durbin
853.8875	30' 4' 11 N	81' 38' 49 W	252	26 ft.	190 ft.	Saint Johns County	Switzerland

**SCHEDULE C**

**800 MHZ RECONFIGURATION**

**COST ESTIMATE – CERTIFIED REQUEST**

**Incumbent’s Name: Saint Johns County, FL**

**Request for Reconfiguration Funding**

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 \$0.00 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Sprint 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:** Sprint 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. Sprint Nextel will pay each Vendor within 30 days after receipt by Sprint 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:** New system not yet constructed except for two (2) Motorola control stations for NPSAC Mutual Aid. There are 2 licenses, both with construction deadlines of 10/2011: one for a 15-channel trunked system at 6 sites; the other has 2 of the NPSAC Mutual Aid channels at the same 6 sites. The number of control channels for the trunked system has not yet been determined. There are no radios yet purchased. The County wants the Mutual Aid control stations to be available in case of emergency, so they will be retuned timing to coincide with the State’s retune of their NPSAC Mutual Aid.

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

	<b>Total In System</b>	<b>Total Included in ERA</b>
Base station frequencies		
- Voice channels	17 chs per site	17 chs per site
- Home/Control channels		
Repeater sites	6	6
Other sites (remote recv, BDA)	0	0
Subscriber units retuned	0	0
Subscriber units reprogrammed	0	0
Subscriber units replaced	0	0
Entities operating on the system	0	0

**2. Reconfiguration Milestones:**

Reconfiguration Task	Estimated Duration in # of Days
Reconfigure Subscriber Equipment	0
Reconfigure Infrastructure Equipment	1

**3. Implementation Plan:** There was no PFA nor Implementation Plan for this project.

**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. Subscriber Equipment Reconfiguration a. Subscriber Equipment Reconfiguration b. Project Management c. Travel Costs		\$ 0.00
II. Infrastructure Equipment Reconfiguration  Reconfigure two 800 MHz Motorola control stations used for 800 Mutual Aid to conform with rebanding plan. Includes reprogramming console alpha labels.	T.J. Communications 2575-C US 1 South St. Augustine, FL 32086 Attn: Tommy Jones Phone: 904-797-1620 FAX: 904-794-5239	\$ 360.00
III. Engineering and Verification a. Planning Costs, if Required 1. Frequency Analysis 2. System Inventory 3. Implementation Plan b. System Verification		\$ 0.00
IV. Contracts and Legal a. Legal Fees to Negotiate FRA b. FCC Licensing Work		\$ 0.00



# T.J. Communications

2575-C US 1 South  
St. Augustine, FL 32086  
904.797.1620 fax 904.794.5239

Quote No. \_\_\_\_\_

## Quote

### Customer

Name St. Johns County Fire Rescue Communications  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Attn.: Gia

Date 3/5/2007  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Reconfigure two 800MHz. Motorola Control stations used for 800 Mutual Aid to conform with Rebanding plan. Includes reprogramming console alpha labels.	\$360.00	\$360.00

### Payment Details

\_\_\_\_\_

\_\_\_\_\_

Terms: 30 Days Net

SubTotal	\$360.00
Shipping & Handling	\$0.00
Taxes State	
<b>TOTAL</b>	<b>\$360.00</b>

Office Use Only

\_\_\_\_\_

\_\_\_\_\_

Quote good for 60 Days

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)
c. Other Legal Fees		
V. Other Costs		\$ 0.00
a. Other Project Management		
b. Taxes		
<b>Total Estimated Costs</b>		<b>\$ 360.00</b>

**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. Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs listed on Schedule C are comparable to costs that vendor previously charged Incumbent for similar work.

Signature: \_\_\_\_\_  
Print Name: WALDEMAR J. KRUPACEK  
Title: INTERIM COUNTY ADMINISTRATOR  
Phone Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A**

**Incumbent Information**

*The following questions are required for processing Electronic Funds Transfers and if Incumbent wants Nextel to complete the FCC filings on its behalf. All information contained herein shall be kept strictly confidential and will be used only in completion of the Frequency Reconfiguration transaction.*

**I. INCUMBENT INFORMATION**

*Please provide the following information:*

Company/Name: SAINT JOHNS COUNTY  
Contact: ROBERT V HALL Title: FIRE RESCUE CHIEF  
Address: 4455 AVENUE A SUITE 100  
City/State/Zip: ST. AUGUSTINE, FL 32095  
Phone: 904-209-1700  
Fax: 904-209-1716

*If not identified in the contract, please provide the following:*

If Incumbent is a Partnership, please provide name, address and phone numbers of all other partners:

Name: <u>N/A</u>	Name: <u>N/A</u>
Address: _____	Address: _____
_____	_____
City/State/Zip: _____	City/State/Zip: _____
Phone: _____	Phone: _____

**II. BANK ACCOUNT INFORMATION (Required for payment via electronic funds transfer.)**

Name of Bank: N/A  
Address of Bank: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Bank Phone #: \_\_\_\_\_  
ABA (Routing #): \_\_\_\_\_  
Account #: \_\_\_\_\_  
Name on Account: \_\_\_\_\_  
Federal, State or Individual SS #: \_\_\_\_\_  
Name of Brokerage Firm (if applicable): \_\_\_\_\_  
Brokerage Account # (if applicable): \_\_\_\_\_

***In the event Incumbent will not provide information for electronic funds transfer, Incumbent acknowledges that all payments made by check will be mailed within thirty (30) days of the date of performance required by Incumbent (for each payment) as stipulated in the Agreement.***

**Acknowledged by Incumbent: \_\_\_\_\_ (signature required only if Incumbent does not want an electronic funds transfer)**

**III. TAX INFORMATION**

The Internal Revenue Service and state tax authorities require Nextel to report all transactions, even if the transaction is exempt from taxation (if so, it will be reported to the IRS as a like-kind exchange). Therefore, it is necessary for Nextel to collect the information below. If you have specific questions about your tax implications in this transaction, you should consult your own accountant or financial advisor.

Incumbent's Federal, State or Individual Tax ID #,  
FEIN (Federal) or SSN (individuals): 59-6000825

State(s) – sales tax license, resale permit,  
employment, etc.): FLORIDA TAX EXEMPT

Local (if applicable): N/A

Current State and County location for your  
principal executive office: ST JOHNS COUNTY  
4020 LEWIS SPEEDWAY  
ST. AUGUSTINE, FL 32095

If there has been more than one location for the  
principal executive office within the past five (5)  
years, list each such City/County/State location: N/A

**IV. REGULATORY INFORMATION**

Would you like Nextel's Regulatory department to prepare and file all necessary FCC paperwork on your behalf?  Yes /  No

*If yes*, please provide the following Universal Licensing System ("ULS") information for your licenses:

*If no*, please provide the following information regarding who will take care of the preparation and filing of all necessary FCC paperwork on your behalf:

FRN (FCC Registration Number): 0001801711

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

ULS PASSWORD: WALL STREET 2

Organization: \_\_\_\_\_

Contact Representative for any FCC related issues:

Address: \_\_\_\_\_

Name: GIA REYNOLDS  
ST. JOHNS COUNTY FIRE RESCUE

City: \_\_\_\_\_

Phone Number: 904.829.2226

State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



*I hereby acknowledge that all of the information provided herein is true and correct as of the date signed below.*

*Incumbent Signature:* Robert V. Hall

*Print Name:* ROBERT V HALL

*Title:* FIRE RESCUE CHIEF

*Date:* 5/8/07

**EXHIBIT B**

Reconciliation Documentation

**Certification of Labor Rates**

Incumbent hereby certifies that the information provided above is true and accurate to the best of Incumbent's knowledge. Incumbent further certifies that the reimbursed rate/s listed above have been determined in accordance with the TA's policy on Incumbent Labor Rates as documented at <http://www.800ta.org/content/PDF/policy/IncumbentLaborRatePolicy.pdf>. The Incumbent acknowledges that all costs incurred and/or charged by the Incumbent are subject to audit and that the Incumbent is prepared to provide to the TA upon request documentation to support all costs incurred and/or charged. The Incumbent also certifies i) the rates charged for the reconfiguration of equipment [complete as appropriate] represents established market based bill rates that the Incumbent currently charges for similar work and ii) the rates charged for other charges such as [complete as appropriate] represents base hourly rates plus reasonable overhead rates. The Incumbent further acknowledges that i) the Incumbent is prepared to provide to the TA with invoices issued by the Incumbent to non-related third-party customers where the Incumbent has charged such market based bill rates for similar work and the Incumbent is prepared to demonstrate that such invoices have been liquidated and ii) the Incumbent is prepared to provide the TA documentation to support the actual base hourly rates and overhead rates charged by the Incumbent.

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

Related Invoice #'s: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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



