

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2008-57

A RESOLUTION OF THE CORAL GABLES CITY COMMISSION WITH ATTACHMENT(S), ESTABLISHING A SPECIAL REVENUE FUND ENTITLED, "FREQUENCY RECONFIGURATION PROGRAM", TO RECEIVE FUNDING FROM NEXTEL SOUTH CORP. ("NEXTEL") PURSUANT TO A FEDERALLY MANDATED FREQUENCY RECONFIGURATION AGREEMENT ("AGREEMENT") FOR WAVE 3, STAGE 2 REGARDING NATIONWIDE RECONFIGURATION OF PUBLIC SAFETY RADIO COMMUNICATIONS SYSTEMS, WITH PARTIAL FUNDING TO OCCUR AFTER THE EXECUTION OF SUCH AGREEMENT AND IN PART ON A REIMBURSEMENT BASIS; AUTHORIZING THE CITY MANAGER TO ACCEPT SUCH FUNDING, TO EXECUTE THE AGREEMENT WITH NEXTEL, IN SUBSTANTIALLY THE ATTACHED FORM, TO EXECUTE THE WAIVER OF PRIVILEGE AND CONFIDENTIALITY ("WAIVER") IN SUBSTANTIALLY THE ATTACHED FORM, REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION ("FCC") AND THE 800 MHZ TRANSITION ADMINISTRATOR ("TA"), AND TO PROVIDE ALL OTHER NECESSARY DOCUMENTS TO IMPLEMENT ACCEPTANCE OF AND COMPLIANCE WITH THE AGREEMENT, THE WAIVER, AND THE FREQUENCY RECONFIGURATION PROCESSES REQUIRED BY THE FCC AND TA; AUTHORIZING FUNDING AND APPROPRIATIONS ON AN AS NEEDED BASIS SUBJECT TO BUDGETARY APPROVALS FOR VARIOUS CITY DEPARTMENTS TO ACCOMPLISH THE RECONFIGURATION PROCESSES REQUIRED BY THE FCC AND THE TA AND TO BE DETERMINED DURING THE RECONCILIATION PROCESS.

WHEREAS, on August 6, 2004, the Federal Communications Commission ("FCC") issued a report and order that modified its rules governing the 800 MHz band of radio communications frequencies and the purpose of such order was to reconfigure the 800 MHz band to minimize harmful interference to public safety radio communications systems in the band ("reconfiguration") on a nationwide basis; and

WHEREAS, on December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration regarding the waves and stages of the nationwide reconfiguration process; and

WHEREAS, the August 6, 2004 and December 22, 2004 FCC orders, any binding actions issued by the 800 MHz Transition Administrator ("TA") pursuant to its delegated authority under the orders ("Actions"), and any supplemental FCC orders in the reconfiguration proceeding or subsequent Actions, are collectively referred to as the "Order"; and

WHEREAS, pursuant to the Order, the City of Coral Gables ("City") and Nextel are licensed on frequency allocations subject to reconfiguration for Wave 3, Stage 2 impacting several City departments, due to public safety system interoperability requirements and considerations; and

WHEREAS, pursuant to the Order, Nextel and the City are required to enter into a Frequency Reconfiguration Agreement, in substantially the attached form (the "Agreement") for Wave 3, Stage 2 and terminate the rebanding process by June 26, 2008 (unless deadline waivers are obtained from the FCC), and in accordance with the Order and the Agreement, Nextel will pay the City an amount to effect Reconfiguration of the City's affected frequency allocations ("Reconfiguration Costs") and the City will certify to the TA that the Reconfiguration Cost is the minimum amount necessary to provide comparable facilities for Wave 3, Stage 2; and

WHEREAS, Nextel has provided to the City its corporate certificate dated July 14, 2006, authorizing Nextel's corporate representative to execute the Agreement for Wave 3, Stage 2 with the City; and

WHEREAS, the estimate Wave 3, Stage 2 Reconfiguration Cost for the City is Fifty Seven Thousand One Hundred Twenty Two dollars and 28 cents (\$57,122.28); and

WHEREAS, the City must execute the Agreement in order to proceed with the Wave 3, Stage 2 reconfiguration, and Nextel will pay on a reimbursement basis any outstanding balance of the actual costs approved by the TA and due to the City within 30 days after the Reconciliation Date for Wave 3, Stage 2; and

WHEREAS, any reconfiguration cost for Wave 3, Stage 2 not approved by the TA would need to be funded by the City; and

WHEREAS, as part of the reconfiguration process, the FCC and the TA require that the City execute a Waiver of Privilege and Confidentiality in substantially the attached form;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. The following new Special Revenue Fund is established and resources are appropriated as described herein:

FUND TITLE:	Frequency Reconfiguration Program	
RESOURCES:	Wave 3, Stage 2 Frequency Reconfiguration Agreement with Nextel South Corp.	\$57,122.28
APPROPRIATION:	On an as-needed, if needed, basis from various City Departments subject to budgetary approval	To be determined during the Reconciliation process Pursuant to the Agreement

SECTION 3. The City Manager is authorized to accept said funding, to execute the Agreement with Nextel, in substantially the attached form, to execute the Waiver, required by the FCC and the TA, and to provide all other necessary documents to implement the acceptance of and compliance with the Agreement, the Waiver and the frequency reconfiguration processes required by the FCC and the TA.

SECTION 4. Funding and appropriations on an as-needed basis subject to budgetary approvals for various City departments is authorized in order to accomplish the Reconciliation process.

SECTION 5. This Resolution shall become effective immediately upon its passage and adoption herein.

PASSED AND ADOPTED THIS TWENTY-NINTH DAY OF APRIL, A.D., 2008.

(Moved: Kerdyk / Seconded: Anderson)

(Yea: Anderson, Cabrera, Kerdyk, Withers, Slesnick)

(Unanimous: 5-0 Vote)

(Agenda Item: C-3)

APPROVED:


DONALD D. SLESNICK II
MAYOR

ATTEST:


WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


ELIZABETH M. HERNANDEZ
CITY ATTORNEY

FREQUENCY RECONFIGURATION AGREEMENT

THIS FREQUENCY RECONFIGURATION AGREEMENT (this "Agreement") is made as of this ____ day of _____, 2008 ("Effective Date"), by and between the **City of Coral Gables**, a municipal subdivision incorporated under the laws of the State of Florida ("Incumbent"), and **Nextel South Corp.** ("Nextel"), a wholly owned indirect subsidiary of Nextel Communications, Inc., a Delaware 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 for the National Plan for Public Safety Radio Services ("NPSPAC") identified in Schedule A (the "Incumbent Licenses") for the operation of certain 800 MHz NPSPAC 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 NPSPAC 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 in accordance with Section 5. 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") and the equipment set forth on Schedule D, sets forth all of the work required to reconfigure Incumbent's existing facilities to comparable facilities that will operate on the Replacement Frequencies; and

(ii) after all of the work contemplated by the Cost Estimate has been performed and all Schedule D equipment provided in accordance with this Agreement, 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 pay up to the amount of the Cost Estimate, as it may be modified pursuant to Section 3(b)(iii) and Section 8 of this Agreement, in accordance with the payment terms identified on Schedule C and as set forth below 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 and its Vendors 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 and its Vendors or any refunds due to Nextel. The date of receipt by Nextel of Incumbent's signed Reconciliation Statement is the "Reconciliation Date". Should the parties be unable to agree upon the amount of the additional payments, the parties shall follow the dispute resolution procedures referenced in Section 16.

(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 and/or its Vendors 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. Loaned Reconfiguration Equipment: If needed in order to facilitate the Incumbent's transition to the Replacement Frequencies, Nextel will loan any equipment identified in Schedule D as "Loaned Reconfiguration Equipment" and will provide any equipment identified in Schedule D as "Nextel Replacement Equipment". The Loaned Reconfiguration Equipment and Nextel Replacement Equipment may be referred to collectively as the "Nextel Schedule D Equipment". Nextel will deliver any Nextel Schedule D Equipment to Incumbent in accordance with the terms on Schedule D. Incumbent will fax to Nextel a bill of lading associated with each shipment of Nextel Schedule D Equipment signed by an authorized representative of Incumbent acknowledging receipt of the Nextel Schedule D Equipment in good working order. Any Loaned Reconfiguration Equipment will be returned to Nextel by Incumbent within 30 days of completion of Incumbent's Reconfiguration and in no event later than the Reconciliation Date.

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 and Schedule D; (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: (a) sixty (60) days from the Effective Date of this Agreement; or (b) pursuant to a Schedule agreed upon at a TA scheduled "Implementation Planning Session" that includes the Incumbent's system, provided the Implementation Planning Session has been scheduled by the TA prior to the expiration of 60 days from the Effective Date of this Agreement; or (c) such other date as the FCC may require. Notwithstanding the aforementioned, 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.

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

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

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

(c) 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;

(d) 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;

(e) 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

(f) 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 upon becoming aware 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. In this regard, in the event that the Transition Administrator is unable to approve the proposed amendment within ten (10) business days, and the amendment relates to an activity directly associated with Incumbent's ability to clear the Incumbent Frequencies, then the deadline by which the Incumbent must clear all users from the Incumbent Frequencies, pursuant to Section 5, will be automatically extended by the number of days beyond ten (10) business days in which the Transition Administrator does not take final action to approve the proposed amendment. Should the Transition Administrator not approve the proposed amendment, either Party may appeal the decision consistent with the FCC Order, in which event the deadline in Section 5 will be extended by the number of days it takes for such appeal to be resolved. If the Parties are unable to agree on modification of this Agreement consistent with the Change Notice, either Party may request mediation consistent with the FCC Order. Once mediation has been requested, the deadline in Section 5 will be extended by the number of days it takes for all appeals to be resolved.

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 with no material conditions 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 Costs 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; and
- (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").
- (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: 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. In the event of a post-Closing audit, the Parties will comply with the Change Notice provisions in Section 3(b)(iii) and Section 8 of this Agreement. Nextel will pay for Incumbent's expenses to comply with any post Closing audits ordered by the FCC or the TA. To the extent that any post-Closing audit determines that Nextel paid a third-party vendor more than provided for under Schedule C and any Change Order, Nextel's sole remedy is to seek reimbursement directly from the third-party vendor, unless such overpayment was the result of fraud or gross negligence of the Incumbent.

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 Party 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, any confidential information disclosed in connection with this Agreement (whether before or after the Effective Date, including during any negotiations or any mediation related to such negotiations or the 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"), subject to the public disclosure provisions of Florida law and FCC orders, 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, (iii) to a manufacturer of Nextel Replacement Equipment to allow for the provisioning of that equipment to Incumbent (but only to the extent such disclosure specifically relates to that manufacturer's equipment as identified on Schedule D), and (iv) 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. 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, Nextel will indemnify and defend Incumbent, its officers, directors, employees and agents (collectively, the "Indemnified Party"), from and against all third party 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 to the extent arising from or related to any breach of any covenant, agreement, representation or warranty of Nextel contained in, or made pursuant to, this Agreement. To the fullest extent permitted by law, Nextel shall defend, indemnify and hold harmless the Incumbent, its agents, officer, officials, and employees from and against all third party claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), to the extent arising out of, or alleged to have resulted from, the negligent acts or omissions of Nextel, or of Nextel's agents, contractors or employees. Nextel shall also hold harmless and indemnify the City, its agents, officers, officials and employees for any third party claim for damage, loss or expenses that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any Person or property, including loss of use resulting therefrom, to the extent caused by any negligent act or omission by Nextel, or by any agent, contractor or employee of Nextel. Nothing in this Section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes. Nextel's indemnification obligation under this Section 15 does not extend to any demands, claims, actions, losses, damages, liabilities, costs and expenses asserted against, imposed upon or incurred by the Indemnified Party arising from or related to any act or omission of Vendor. 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, including the dispute resolution procedures adopted by the Transition Administrator, as they 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 either Party 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 shall use commercially reasonable efforts to cause the removal of any such 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. Nextel Replaced Equipment:

(a) If the reconfiguration of the Incumbent's existing facilities to operate on the Replacement Frequencies involves the replacement of any of Incumbent's existing equipment with equipment provided by Nextel (as identified on Schedule D) or equipment the cost of which is being paid by Nextel pursuant to this Agreement as listed in Schedule C (collectively the "Nextel Replacement Equipment"), then (i) title to the equipment replaced by the Nextel Replacement Equipment (the "Nextel Replaced Equipment") as listed in Schedule D shall pass to Nextel at Closing free and clear of liens and any other encumbrances, and (ii) Incumbent shall execute such documentation as Nextel may reasonably request to transfer title to Nextel and shall within thirty (30) days deliver the Nextel Replaced Equipment to Nextel at Nextel's costs and pursuant to Nextel's instructions. Title to Nextel Replacement Equipment provided by Nextel will pass to Incumbent at Closing, and, for Nextel Replacement Equipment that is owned by Nextel, Nextel shall execute such documentation as Incumbent may reasonably request to transfer title to Incumbent free and clear of liens.

(b) If Incumbent fails to return any item of the Nextel Replaced Equipment to Nextel, Incumbent must return to Nextel those items of the Nextel Replacement Equipment that would have replaced the Nextel Replaced Equipment not returned, in new condition within thirty (30) days of receipt of the Nextel Replacement Equipment. If Incumbent fails to return any item of the Nextel Replaced Equipment to Nextel under this Section 20(b) and a Product Typical Value is set forth in Schedule E for the item of Nextel Replacement Equipment then either: (i) Nextel will deduct the Product Typical Value (as set forth in Schedule E) for those items of Nextel Replacement Equipment provided to replace the Nextel Replaced Equipment not returned to Nextel (including tax (if any) and shipping) (the "Nextel Equipment Refund") from the final payment due to Incumbent after the Reconciliation; (ii) Incumbent must pay Nextel the Nextel Equipment Refund prior to the Closing Date (if no final payment is due to Incumbent); or (iii) Nextel will deduct the portion of the Nextel Equipment Refund up to the value of the final payment due to Incumbent, and Incumbent must pay Nextel the remaining Nextel Equipment Refund not covered by the final payment prior to the Closing Date (If the final payment due Incumbent is less than the Nextel Equipment Refund).

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 receipt of written notice, notwithstanding anything contrary contained in Section 21, of the breach, or (iii) by Nextel prior to Closing 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 reasonably determines, in its sole discretion, to be adverse to its interests. If Nextel terminates this Agreement as a result of an Adverse Decision, Nextel shall provide Incumbent with written notice of its intent to terminate. In the event of termination of this Agreement resulting from an Adverse Decision, the Parties shall take all necessary action (including preparing and filing FCC documents) as soon as commercially reasonable following Nextel's notice to return the *status quo ante* measured as of the Effective Date of this Agreement. In the event of termination of this Agreement by Nextel for any reason other than an uncured material breach by Incumbent, Nextel shall pay all costs associated with the return to the *status quo ante*, including Incumbent costs expended in the Agreement negotiations and implementation pursuant to Schedule C that are supported by verifiable receipts, invoices and other documentation required to substantiate the costs.

22. Attorney's Fees: In any legal proceeding by a Party to enforce its rights under this Agreement against the other Party, each Party will be responsible for its own attorney's fees, as required under section 768.28, Florida Statutes.

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:	If to Nextel, to:
City of Coral Gables 405 Biltmore Way Coral Gables, FL 33134 Attn: City Manager Phone: (305) 460-5201 Fax: (305) 460-5350 Email:	Nextel South Corp. c/o Nextel Communications, Inc. 2001 Edmund Halley Drive Reston, VA 20191-3436 Attn: Heather P. Brown, Esq. Phone: (703) 433-4467 Fax: (703) 433-4483
With a copy that shall not constitute Notice: Gary I. Resnick GrayRobinson, PA 401 East Las Olas Blvd., Suite 1850 Fort Lauderdale, FL 33301 Phone: (954) 761-8111 Fax: (954) 761-8112 Email: Gary.Resnick@gray-robinson.com	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, or the FCC after an adverse decision 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 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. The Parties hereby agree that this Agreement shall be construed to apply only to the transactions discussed herein and that it is not intended by the Parties to apply to any other agreements or transactions not specifically discussed or referenced herein.

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:

City of Coral Gables

NEXTEL:

Nextel South Corp.

By: David Brown

By: _____

Name: David Brown

Name: _____

Title: City Manager

Title: _____

Approved:

Christopher J. Park
City Attorney

SCHEDULE A

Incumbent Frequencies

Incumbent's Name: City of Coral Gables, FL

Incumbent Assigns to Nextel:

Call Sign	Frequency	Licensee	Location	# of Frequencies	Expiration Date	Latitude (N)	Longitude (W)
WPCJ297	867.6250	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°44'45.4"	80°15'33.2"
WPCJ297	867.6250	Coral Gables, City of	, FL	1	6/10/2013	25°42'21.4"	80°15'10.2"
WPCJ404	866.2000	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°44'45.4"	80°15'33.2"
WPCJ404	866.2000	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°39'47.4"	80°16'57.2"
WPCJ404	866.2000	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°42'21.4"	80°15'10.2"
WPCJ404	866.2250	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°39'47.4"	80°16'57.2"
WPCJ404	866.2250	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°42'21.4"	80°15'10.2"
WPCJ404	866.2250	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°44'45.4"	80°15'33.2"
WPCJ404	866.6750	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°42'21.4"	80°15'10.2"
WPCJ404	866.6750	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°39'47.4"	80°16'57.2"
WPCJ404	866.6750	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°44'45.4"	80°15'33.2"
WPCJ404	866.7000	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°39'47.4"	80°16'57.2"
WPCJ404	866.7000	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°42'21.4"	80°15'10.2"
WPCJ404	866.7000	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°44'45.4"	80°15'33.2"
WPCJ404	868.0500	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°39'47.4"	80°16'57.2"
WPCJ404	868.0500	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°42'21.4"	80°15'10.2"
WPCJ404	868.0500	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°44'45.4"	80°15'33.2"
WPCJ404	868.0750	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°42'21.4"	80°15'10.2"
WPCJ404	868.0750	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°39'47.4"	80°16'57.2"
WPCJ404	868.0750	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°44'45.4"	80°15'33.2"
WPCJ404	868.5500	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°39'47.4"	80°16'57.2"
WPCJ404	868.5500	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°44'45.4"	80°15'33.2"

Call Sign	Frequency	Licensee	Location	# of Frequencies	Expiration Date	Latitude (N)	Longitude (W)
WPCJ404	868.5500	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°-42'-21.4'	80°-15'-10.2'
WPCJ404	868.7750	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°-44'-45.4'	80°-15'-33.2'
WPCJ404	868.7750	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°-42'-21.4'	80°-15'-10.2'
WPCJ404	868.7750	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°-39'-47.4'	80°-16'-57.2'
WPCJ404	868.8000	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°-42'-21.4'	80°-15'-10.2'
WPCJ404	868.8000	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°-39'-47.4'	80°-16'-57.2'
WPCJ404	868.8000	Coral Gables, City of	Coral Gables, FL	1	6/10/2013	25°-44'-45.4'	80°-15'-33.2'

SCHEDULE B

Replacement Frequencies

Incumbent's Name: City of Coral Gables, FL

Nextel Assigns to Incumbent:

Replacement Frequency	Latitude (N)	Longitude (W)	ERP (W)	GE (ft.)	AH (ft.)	New Licensee	Location
851.2000	25°-39'-47.4'	80°-16'-57.2'	195	16	154	N	Coral Gables, FL
851.2000	25°-42'-21.4'	80°-15'-10.2'	28	16	236	N	Coral Gables, FL
851.2000	25°-44'-45.4'	80°-15'-33.2'	58	16	226	N	Coral Gables, FL
851.2250	25°-39'-47.4'	80°-16'-57.2'	195	16	154	N	Coral Gables, FL
851.2250	25°-42'-21.4'	80°-15'-10.2'	28	16	236	N	Coral Gables, FL
851.2250	25°-44'-45.4'	80°-15'-33.2'	58	16	226	N	Coral Gables, FL
851.6750	25°-39'-47.4'	80°-16'-57.2'	195	16	154	N	Coral Gables, FL
851.6750	25°-42'-21.4'	80°-15'-10.2'	28	16	236	N	Coral Gables, FL
851.6750	25°-44'-45.4'	80°-15'-33.2'	58	16	226	N	Coral Gables, FL
851.7000	25°-39'-47.4'	80°-16'-57.2'	195	16	154	N	Coral Gables, FL
851.7000	25°-42'-21.4'	80°-15'-10.2'	28	16	236	N	Coral Gables, FL
851.7000	25°-44'-45.4'	80°-15'-33.2'	58	16	226	N	Coral Gables, FL
852.6250	25°-42'-21.4'	80°-15'-10.2'	35			N	, FL
852.6250	25°-44'-45.4'	80°-15'-33.2'	58	16	226	N	Coral Gables, FL
853.0500	25°-39'-47.4'	80°-16'-57.2'	195	16	154	N	Coral Gables, FL
853.0500	25°-42'-21.4'	80°-15'-10.2'	28	16	236	N	Coral Gables, FL
853.0500	25°-44'-45.4'	80°-15'-33.2'	58	16	226	N	Coral Gables, FL
853.0750	25°-39'-47.4'	80°-16'-57.2'	195	16	154	N	Coral Gables, FL
853.0750	25°-42'-21.4'	80°-15'-10.2'	28	16	236	N	Coral Gables, FL
853.0750	25°-44'-45.4'	80°-15'-33.2'	58	16	226	N	Coral Gables, FL
853.5500	25°-39'-47.4'	80°-16'-57.2'	195	16	154	N	Coral Gables, FL
853.5500	25°-42'-21.4'	80°-15'-10.2'	28	16	236	N	Coral Gables, FL
853.5500	25°-44'-45.4'	80°-15'-33.2'	58	16	226	N	Coral Gables, FL
853.7750	25°-39'-47.4'	80°-16'-57.2'	195	16	154	N	Coral Gables, FL
853.7750	25°-42'-21.4'	80°-15'-10.2'	28	16	236	N	Coral Gables, FL

Replacement Frequency	Latitude (N)	Longitude (W)	ERP (W)	GE (ft.)	AH (ft.)	New Licensee	Location
853.7750	25°44'45.4"	80°15'33.2"	58	16	226	N	Coral Gables, FL
853.8000	25°39'47.4"	80°16'57.2"	195	16	154	N	Coral Gables, FL
853.8000	25°42'21.4"	80°15'10.2"	28	16	236	N	Coral Gables, FL
853.8000	25°44'45.4"	80°15'33.2"	58	16	226	N	Coral Gables, FL

SCHEDULE C
800 MHZ RECONFIGURATION
COST ESTIMATE – CERTIFIED REQUEST

Incumbent's Name: City of Coral Gables, FL

Request for Reconfiguration Funding

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

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 \$28,561.14 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Nextel will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

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

System Description

The City of Coral Gables maintains and operates a M/A-Com EDACS 800 MHz trunked simulcast radio system. The radio infrastructure consists of a three (3) site simulcast system utilizing 9 frequencies at each simulcast remote site. All of the frequencies fall within the NPSPAC band and will have to be relocated. The 3 simulcast sites have 10 channel trunked systems using M/A-Com Master III base stations and associated combiners and multi-couplers. The city also operates a stand alone repeater site with its frequency also falling within the NPSPAC band.

The City's radio system supports over a thousand active subscriber units. All of the City's first responder, public safety, and public service agencies rely on the radio system for their daily radio communications requirements.

The City of Coral Gables maintains interoperability with Miami-Dade County through the use of dedicated console stations. These console stations are being addressed along with the other subscriber units.

<u>System Description</u>	
Number of <u>mobile</u> units used for day-to-day communications covered by this RFPF (used to calculate per unit cost); include control stations and SCADA units	417
Number of <u>portable</u> units used for day-to-day communications covered by this RFPF	783
Number of channels covered by this RFPF (exclude channels not to be reconfigured)	10
Number of sites to be inventoried under this RFPF	3
Number of entities using the 800 MHz system being reconfigured	11

Scope of Work

Scope of Work covered by this FRA will include:

1. Retune of 3 sites – See attached Retune Summary
2. Replacement of 30 subscriber units and reprogramming of the remaining subscriber units – See attached Subscriber Retune Transition Plan. The second touch of the subscriber radios will take place after the infrastructure retune is complete.
3. Acceptance Test:
 - a. FNE acceptance test performed by CII and included in the CII site retune cost estimate. CII will conduct measurements before and after system changes to confirm that the system is returned to the factory specifications.
 - b. Coverage and audio quality tests to assure that comparable facilities are provided after the retune. The test will involve system drive test as well as audio quality tests in the select locations, including simulcast overlap areas, to confirm comparable coverage and no quality degradations are present. Televate and its subcontractor will perform the coverage drive test; the City end users will conduct the audio quality test.

The attached documents are subset of the deliverables resulted from funds expended under the Planning Funding Agreement dated May 22, 2007.

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)
CII Equipment Retune Costs (Please see the breakdown of the costs within Exhibit C)	Communications International, Inc. (Vendor) 4450 US Hwy 1 Vero Beach, FL 32962 Voice: 772.569.5355 Fax: 772.567.2292	\$268,195.40

Engineering/Consulting Fees		
System Verification Scan for Verification of Clearing - Monitor new frequencies for clearance prior to reconfiguration - including travel time, preliminary analysis and monitoring – 30 hours x \$100 per hour = \$3,000.00	Televate, LLC (Vendor) Rick Burke Managing Partner 8300 Greensboro Drive, Suite 800 McLean VA 22102 (703) 716-4868	\$3,000.00
Associated travel expenses* Airfare \$500, per diem \$59 x 2 days, lodging \$144, vehicle \$100 x 2 days		\$962.00
Comparable Coverage Drive Test, incl. mobilization, pre-rebanding and post rebanding drive tests and travel, post-processing of the drive test data and report preparation – 18 hours x \$200 per hour = \$3600, 72 hours x 115 per hour=\$8280		\$11,880.00
Associated travel expenses* for two trips		\$2,810.00
Test Results Review (Coverage and Audio Quality Tests)– 24 hours x \$160 per hour = \$3,840		\$3,840.00
Project Management and Technical Project Coordination, including but not limited to <ul style="list-style-type: none"> ● Coordinating with key stake holders, departments/agencies, and vendors ● Developing a final project schedule ● Providing schedule, cost, quality, communications, and risk management of the key players in the project ● Managing personnel for key deliverables ● Supporting weekly status reports ● Supporting/Interacting with Nextel for Reconfiguration Updates ● Supporting FRA negotiations 20 hours x \$75 per hour = \$1,500, 100 hours x 160 per hour = \$16,000, 50 hours x \$175 per hour = \$8,750		\$26,250.00
Associated travel expenses for two trips*		\$1,924.00

Legal Fees		
111 hours (@\$350.00 per hour) (34 hours for review, revision and preparation of FRA and for updates and research on new FCC decisions and rules related to the FRA, 77 hours for assisting City with rebanding issues, negotiations, communications with TA, and briefing) plus minimal costs for telephone, copying, delivery, fax, travel to City, etc..	GrayRobinson, PA (Vendor) Attorneys At Law Suite 1400 301 E. Pine Street Post Office Box 3068 Orlando, Florida 32802 Telephone (407) 843-8880	\$39,000.00
These 111 hours include, but are not limited to, the following:		
1) Reviewing and revising the FRA template and research for language of the FRA from other FRA agreements in other jurisdictions, and FRA negotiations.		
2) Assisting City with rebanding issues, rebanding proposal and negotiations with Sprint Nextel.		
3) Communications with TA re status of rebanding activities		
4) Various telephone conferences and correspondence with Nextel, and City representatives (and/or mediator if necessary).		
5) Assist City in processing the FRA through City Commission		
Internal legal costs 25.32 hrs @ \$76/hour	City of Coral Gables (Incumbent) Lourdes Afonsin Ruiz 405 Biltmore Way Coral Gables, FL 33134 305-460-5084 lafonsin@coralgables.com	\$2,000.00
Other Costs (provide detailed description of nature of cost)		
As per Exhibit D: Project management, coordination, participation and technical oversight.	City of Coral Gables (Incumbent) Lourdes Afonsin Ruiz 405 Biltmore Way Coral Gables, FL 33134 305-460-5084 lafonsin@coralgables.com	\$55,122.28
Total Estimated Costs		\$414,983.68

*All travel expenses are estimates based on the number of trips and will be billed based on expenses occurred.

Certification

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide Incumbent reconfigured facilities comparable to those presently in use in a manner that is reasonable, prudent and timely. Incumbent further certifies, to the best of Incumbent's knowledge, that any Vendor costs identified on the Schedule C are comparable to costs previously charged by each such Vendor to Incumbent.

Signature: David L. Brown
Print Name: David L. Brown
Title: City Manager
Phone Number: 305.460.5201
E-mail: dbrown@coralgables.com
Date: 3/28/2008

SCHEDULE D

1) Reserved

2) Nextel Replacement Equipment (provided by Nextel)

Quantity	Manufacturer	Description	Model Number	New/Used
30	M/A-COM	M7100IP Radio Type 806-870 MHz, 35W	MAHG-S8MXX	New
30	M/A-COM	FEATURE PACKAGE, EDACS TRUNKING OPERATION (includes Conventional operation)	MAHG-ED	New
30	M/A-COM	CONTROL UNIT, SCAN, FRONT MOUNT	MAHG-CP7U	New
30	M/A-COM	MICROPHONE, MOBILE	MAHG-MC7T	New
30	M/A-COM	KIT, ACCESSORY, FRONT MOUNT, 50W TX AND BELOW	MAHG-ZN5W	New

3) Nextel Replaced Equipment (to be delivered to Nextel prior to Reconciliation Date)

Quantity	Manufacturer	Description	Model Number
30	M/A-COM	Front mount mobile (each with control unit and mic)	MDX / PM82SP

4) Reserved

5) Reserved

SCHEDEULE E

Product Typical Values

Nextel Replacement Equipment

The Product Typical Values for Nextel Replacement Equipment shall be:

- a. for Nextel Replacement Equipment set forth on Schedule C, the cost shown on Schedule C for the item of Nextel Replacement Equipment; or
- b. for Nextel Replacement Equipment comprising M/A-COM subscriber radios, options and accessories, the most recent price list as of the date a Reconciliation Statement is sent to Incumbent by Nextel less 15%.

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: City of Coral Gables

Contact: Donald G. Nelson Title: Finance Director

Address: 405 Biltmore Way

City/State/Zip: Coral Gables, FL 33134-1549

Phone: 305-446-6800 Fax: 305-460-5371

Email: _____

Check Appropriate Box: Individual/Sole Proprietor Corporation Partnership
 Other Municipal Government

II. BANK ACCOUNT INFORMATION (Required for payment processing.)

Please select preferred payment method: Wire Transfer ACH Check

Name of Bank: SunTrust

Address of Bank: 201 Alhambra Circle

City/State/Zip: Coral Gables, FL 33134

Bank Phone #: 305-442-3205

ABA (Routing #): 066000604

Account #: 873000020001

Name on Account: City of Coral Gables

Federal, State or Individual SS #: 59-6000293

Name of Brokerage Firm (if applicable): _____

Brokerage Account # (if applicable): _____

In the event Incumbent will not provide information for Wire Transfer or ACH, Incumbent acknowledges that all payments will be made by check.

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 or Individual Tax ID #, FEIN
(Federal) or SSN (individuals):

59-600293

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

Local (if applicable):

Current State and County location for your
principal executive office:

Miami-Dade County; Florida

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:

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:

FRN (FCC Registration Number): 0003806973

ULS PASSWORD: CSkalaski

Contact Representative for any FCC related issues:

Name: Jason Swift

Phone Number: 305-460-5404

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:

Contact Name: _____

Organization: _____

Address: _____

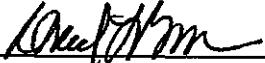
City: _____

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: 

Print Name: **David Brown**

Title: **City Manager**

Date: 03/31/08

Approved:


City Attorney

EXHIBIT B

Reconciliation Documentation

Certification of Labor

Incumbent hereby certifies that the internal labor information provided under the Agreement is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the the number of planning and reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate (as that term is defined in the Agreement) ("Units") and/or the number of internal labor hours incurred in performing planning and reconfiguration tasks for each labor category on the TA-approved Cost Estimate ("Hours") were for 800 MHz Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor at <http://www.800ta.org/content/PDF/policy/IncumbentLaborRatePolicy.pdf> as of the date of this statement. Incumbent acknowledges that the reconciliation documentation and related supporting records for the Agreement are subject to the TA's Review Rights (as that term is defined in the Agreement).

Incumbent Name:

David L. Brown *City of Coral Gables*

Signature:

Name:

David L. Brown

Title:

City Manager

Date:

March 28, 2008

Time Sheet Documentation

DEAL ID

DEAL NAME

Name	Description of Activities	Actual Hours Worked	Actual Hourly Rate \$	Benefit Load \$ (if applicable)	Total Cost \$
				Total	

Certification

Incumbent hereby certifies that the internal labor information provided under the Agreement is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the the number of planning and reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate (as that term is defined in the Agreement) ("Units") and/or the number of internal labor hours incurred in performing planning and reconfiguration tasks for each labor category on the TA-approved Cost Estimate ("Hours") were for 800 MHz Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor at <http://www.800ta.org/content/PDF/policy/IncumbentLaborRatePolicy.pdf> as of the date of this statement. Incumbent acknowledges that the reconciliation documentation and related supporting records for the Agreement are subject to the TA's Review Rights (as that term is defined in the Agreement).

**** To be completed in lieu of Incumbent Invoice AND Certification of Labor Rates.**

Incumbent Name:

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit C
Coral Gables, FL
CII SOW and Costs


**COMMUNICATIONS
INTERNATIONAL, INC.**

4450 US Hwy 1
Vero Beach, FL 32962
Voice: 772.569.5355 Fax: 772.567.2292

QUOTATION

Page	1/3
Date	1/23/2008
Quote Number	QTE7000333

BILL To	Coral Gables Police Dept Accounts Payable PO Box 141549 Coral Gables, FL, 33114-1549 USA	Site	Coral Gables Police Dept Accounts Payable PO Box 141549 Coral Gables, FL, 33114-1549
Contact	Voice: Fax:		

Site Number	Description	Salesperson	Customer Reference
COR120MAIN		Guy Stevens	Rebanding Phase 2

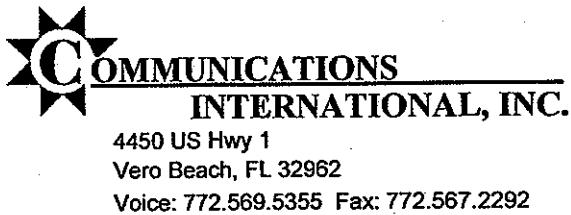
Description	Quantity	Unit	Amount	Discount	Total
Coral Gables Rebanding Phase 2					
PROGRAM TERMINALS - Program modified frequency sets into terminals Radio counts based on current customer inv. Radios must be able to take the modified program and function on the new frequencies designated by rebanding. Any replacement or repair of equipment must be done prior to reprogramming being scheduled. Cost estimate is based on radios being made available for contiguous programming of frequency sets.	1,200.00		55.00	0.00	66,000.00
TRAVEL - Travel for programming fixed equipment Travel time for programming fixed location equipment. Includes tear down and set up of programming equipment.	50.00		86.00	0.00	4,300.00
TRAVEL - Travel time to programming location Travel to Coral Gables for programming of terminals Cost estimate based on 5 men 2 roundtrips @ 6 hrs each.	60.00		86.00	0.00	5,160.00
PERDIUM & LODGING - South Florida Estimated rates Estimated cost based on 5 men for 10 days for reprogram Estimated rate for South Florida @ \$225 per day	1.00		11,250.00	0.00	11,250.00
REMOVE AND INSTALL - Removal and installation Removal and installation price is based on installation and removal of customer provided equipment. Estimate includes all travel, meals and lodging associated with the removal and installation. Estimate based on contiguous implementation of work to be performed.	30.00		400.00	0.00	12,000.00
RETUNE SYSTEM - Retune 10 channel 3 site simulcast system Reconfigure simulcast system (Estimate based on current negotiated times) 2 hours per mast (1) repeater x 30 channels 6 hours per 5 channels combiner x 6 combiners On-site engineer required during entire retune Estimated time includes testing and verification of operation during retune a complete system realignment upon retune completion. System alignment to include all timing and levels as per standard factory specifications for simulcast. Reconfiguration outlined per SOW/MOP provided	1.00		27,594.00	0.00	27,594.00



QUOTATION

Page	2/3
Date	1/23/2008
Quote Number	QTE7000333

Description	Quantity	Unit	Amount	Discount	Total
TRAVEL - Travel time for system retune Travel to Coral Gables for retune of system Cost estimate based on 4 men 2 roundtrips @ 6 hrs each.	48.00		86.00	0.00	4,128.00
PERDIUM & LODGING - Perdiem and lodging for system retune Estimated cost based on 4 men for 8 days for system retune Estimated rate for South Florida @ \$225 per day	1.00		7,200.00	0.00	7,200.00
ENGINEERING - Design and engineering of SOW SOW is based on a continuous performance of the system retune. Any changes, interruptions or down time may result in additional costs.	60.00		120.00	0.00	7,200.00
PROGRAM TERMINALS - Program final frequency sets into radios Radio counts based on current customer inv. Radios must be able to take the modified program and function on the new frequencies designated by rebanding. Any replacement or repair of equipment must be done prior to reprogramming being scheduled. Cost estimate is based on radios being made available for contiguous programming of frequency sets. System retune must be completed for final reprogram.	1,200.00		55.00	0.00	66,000.00
TRAVEL - Travel for programming fixed equipment Travel time for programming fixed location equipment. Includes tear down and set up of programming equipment.	50.00		86.00	0.00	4,300.00
TRAVEL - Travel time to programming location Travel to Coral Gables for programming of terminals Cost estimate based on 5 men 2 roundtrips @ 6 hrs each.	60.00		86.00	0.00	5,160.00
MILEAGE - Estimated mileage for travel Mileage estimate based on 310 miles per roundtrip using 3 trucks. 2 roundtrips touch 1 2 round trips system retune and align 2 roundtrips touch 2 From Vero Beach to Coral Gables at .48 per mile. Actual cost to be invoiced upon completion.	5,580.00		0.48	0.00	2,678.40
PERDIUM & LODGING - South Florida estimated rates Estimated cost based on 5 men for 10 days for reprogram Estimated rate for South Florida @ \$225 per day	1.00		11,250.00	0.00	11,250.00
CONTINGENCY - Contingency based on 5% of proposal	1.00		10,975.00	0.00	10,975.00
PROJECT MANAGEMENT - Project Management estimated at 230 hours at \$100 per hour. (Approved rate per current FRA's)	1.00		23,000.00	0.00	23,000.00



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QUOTATION

Page	3/3
Date	1/23/2008
Quote Number	QTE7000333

Description	Quantity	Unit	Amount	Discount	Total

Prices quoted are valid for (30) Days from Document Date.
All orders are subject to shipping & handling charges.
All warranties are manufacturer's warranties.

Services	0.00
Items	268,195.40
S/Total	268,195.40
Less Discount	0.00
Less Cover	0.00
Plus Tax	0.00
Total Due (USD)	268,195.40

By signing this Quotation and/or submitting a purchase order pursuant to this Quotation you acknowledge that you have read and agree to be bound by Communications Int'l. Inc's Terms and Conditions of Sale Service and Technical Support.

Exhibit D
Coral Gables, FL
Internal Costs

Name	Title/Rank	Function	Total Hours	Hourly Rate	Benefit Cost	Total Hourly Rate	Total Labor Cost
Baixauli, Anna	Assistant Chief	Advisory/Oversight	20	\$ 64.35	\$ 45.41	\$ 109.76	\$ 2,195.24
Pedroso, Raul	Major	Advisory/Oversight	60	\$ 48.69	\$ 34.36	\$ 83.05	\$ 4,983.03
Frevola, Michael	Lieutenant	Advisory/Oversight	80	\$ 42.45	\$ 29.96	\$ 72.41	\$ 5,792.56
Bachelder, Dallas	Sergeant	Fleet Management/Coordination	104	\$ 44.13	\$ 31.14	\$ 75.27	\$ 7,828.34
Swift, Jason	Radio Technician Supervisor	Technical Advisory/Oversight/Technical Oversight	240	\$ 36.90	\$ 26.04	\$ 62.94	\$ 15,105.68
Bennett, Stephen	Radio Technician	Technical Oversight	160	\$ 28.77	\$ 20.30	\$ 49.07	\$ 7,851.68
Avelino, Hector	Radio Technician	Technical Oversight	160	\$ 23.67	\$ 16.70	\$ 40.37	\$ 6,459.83
Ginn, Matthew	Radio Shop Coordinator	Coordination/Technical Oversight	160	\$ 17.98	\$ 12.69	\$ 30.67	\$ 4,906.96
		Total - Police Dept.					\$ 55,123.31