



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2005	2006	2007	2008	2009
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<b>\$ -0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No **X**  
 Budget Account No.: Fund \_\_\_\_\_ Depart \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Program

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

No fiscal impact associated with this item. This agreement is for Phase I of two phases. Phase I is for the preparation of FCC paperwork for the re-licensing of County frequencies, in which there is no costs. Phase II is for the reprogramming of the entire County radio systems, in which the cost will be reimbursed by Nextel. A separate agenda item for the Phase II agreement will be brought to the BCC at a later time for approval and the related fiscal impact will be addressed at that time.

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS:**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

*Jim Dahl 8-3-06*  
 OFMB  
*8/21/06*  
*pm 8-28-06*

*John F. Webster 8/4/06*  
 Contract Dev. and Control

**B. Legal Sufficiency:**

**This item complies with current County policies.**

*Manor Fox*  
 Assistant County Attorney

**C. Other Department Review:**

Department Director

## FREQUENCY RECONFIGURATION AGREEMENT

THIS FREQUENCY RECONFIGURATION AGREEMENT (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2006 ("Effective Date"), by and between County of Palm Beach, FL, a governmental agency ("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 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 cause the assignment of the Incumbent Frequencies to Nextel or 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), as such rule may be amended from time to time by the FCC.

(b) The FCC applications for the Replacement Frequencies and Incumbent Frequencies will be filed with the FCC on November 1, 2006.

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; and

(ii) after all of the work contemplated by the Cost Estimate has been performed 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 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 service 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 and Incumbent will reconcile the Actual Costs against the payments made by Nextel to Incumbent and the Parties will agree upon the amount of any additional payments (subject to Section 7) due to Incumbent or any refunds due to Nextel. (The effective date of agreement on reconciliation and signing of the Closing documents 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 7 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 7 of this Agreement. Additional payments due to Incumbent, which result from an excess of Actual Costs over the Cost Estimate, as agreed on the Reconciliation Date, will be disbursed to Incumbent within thirty (30) days of the Transition Administrator's approval of a Change Notice.

(iv) Prior to the Closing Date, 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. **Retuning Cooperation:** Nextel will ensure that, the Replacement Frequencies will be cleared of all users no later than December 15, 2006. Nextel will notify Incumbent of the decommissioning of the Replacement Frequencies within five (5) days following completion of the decommissioning. Incumbent will then have until December 31, 2006 to clear all users from the Incumbent Frequencies. Incumbent will notify Nextel that Incumbent has cleared the Incumbent Frequencies of users within five (5) days following the clearing.

5. **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 (defined below) for two (2) years.

6. **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.

7. **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 23 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 23.

8. **Closing:** The closing ("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) the earlier of notification by Incumbent to Nextel that the Incumbent Licenses are clear of all users or January 5, 2007, (iv) delivery by Incumbent of all receipts, invoices and other documentation required to substantiate the Actual Cost, (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").

9. **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.

10. **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.

11. **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.

12. **Confidentiality:** To the extent permitted by the Florida Public Records Act, Ch. 119, F.S., 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"), which confidentiality will survive the Closing or termination of this Agreement for a period of two (2) years. The Parties may make disclosures as required by law, to the Transition Administrator and to a Vendor (but only to the extent that 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.

13. **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.

14. **Indemnification:** The Parties acknowledge that Incumbent is constrained by section 768.28, Florida Statutes, from indemnifying Nextel, s. 768.28 F.S.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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 attorney's fees.

21. **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:

<p>If to Incumbent, to: County of Palm Beach 3323 Belvedere Rd, #505c West Palm Beach, FL 33406 Attn: Mark Filla Phone: (561).233-4417</p>	<p>If to Nextel, to: Nextel South Corp. c/o Nextel Communications, Inc. 2000 Edmund Halley Drive Reston, VA 20191 Attn: Heather P. Brown, Esq. Phone: (703) 433-4000 Fax: (703) 433-4483</p>
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	With a copy that shall not constitute Notice:  Nextel Communications, Inc. 6575 The Corners Parkway Norcross, GA 30092 Attn: Julian H. Edwards, VP Spectrum Resources Phone: (678) 405-8442 Fax: (678) 405-8252
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22. **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.

23. **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.

24. **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 Sections 3(b), 7, 10, 13, 18, and 23.

25. **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.

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:  
PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Tony Masilotti, Chairman

ATTEST:  
SHARON R. BOCK, CLERK &  
COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: Anthony Wolf  
Director, Facilities Dev. & Ops. *AW*

NEXTEL:  
Nextel South Corp.

By: *[Signature]*  
Name: JULIAN H. EDWARDS  
Title: AUTHORIZED SIGNATORY

**SCHEDULE A**

**Incumbent Frequencies**

**Incumbent's Name:** County of Palm Beach, FL

**Incumbent Assigns to Nextel:**

<b>CALLSIGN</b>	<b>Frequencies</b>	<b>Licensee</b>	<b>Location</b>	<b># of Freq</b>	<b>Exp. Date</b>	<b>Lat (N)</b>	<b>Long (W)</b>
WNDD563	852.2375	Palm Beach, County of	Belle Glade, FL	1	10/22/2012	26-39-56	80-38-38
WNDD563	852.3875	Palm Beach, County of	West Palm Beach, FL	1	10/22/2012	26-44-59	80-4-3
WNDD563	852.8875	Palm Beach, County of	Boynton Beach, FL	1	10/22/2012	26-32-28	80-4-18
WNDD563	853.5125	Palm Beach, County of	Greenacres, FL	1	10/22/2012	26-38-46	80-10-21
WPLU658	853.3875	Palm Beach, County of	West Palm Beach, FL	1	02/24/2013	26-40-37.2	80-6-37.2
WPLU658	853.3875	Palm Beach, County of	West Palm Beach, FL	1	02/24/2013	26-40-37.2	80-6-37.2
WPLU658	853.3875	Palm Beach, County of	_____	1	02/24/2013	26-41-4.2	80-22-21.2
WPLU658	853.3875	Palm Beach, County of	_____	1	02/24/2013	26-41-4.2	80-22-21.2
WPLU658	853.3875	Palm Beach, County of	_____	1	02/24/2013	26-41-4.2	80-22-21.2

**SCHEDULE B**

**Replacement Frequencies**

**Incumbent's Name:** County of Palm Beach, FL

**Nextel Assigns to Incumbent:**

<b>Replacement Frequencies</b>	<b>Lat (N)</b>	<b>Long (W)</b>	<b>ERP (W)</b>	<b>Gnd Elev (ft)</b>	<b>Ant . Height (ft)</b>	<b>New Licensee</b>	<b>Location</b>
854.6375	26-40-37.2	80-6-37.2	330	23	148	Palm Beach, County of	West Palm Beach, FL
854.6375	26-41-4.2	80-22-21.2	135	—	—	Palm Beach, County of	—
854.6375	26-41-4.2	80-22-21.2	175	—	—	Palm Beach, County of	—
854.7375	26-44-59	80-4-3	490	16	410	Palm Beach, County of	West Palm Beach, FL
856.0625	26-32-28	80-4-18	500	20	273	Palm Beach, County of	Boynton Beach, FL
858.7875	26-39-56	80-38-38	170	12	410	Palm Beach, County of	Belle Glade, FL
859.6625	26-38-46	80-10-21	427	14	410	Palm Beach, County of	Greenacres, FL

**SCHEDULE C**

**800 MHZ RECONFIGURATION**

**COST ESTIMATE – CERTIFIED REQUEST**

**Incumbent's Name:** County of Palm Beach, 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 \$0.00 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.

<b>Description of Work To Be Performed</b>	<b>Payee (separately identify Incumbent and each Vendor being paid for work performed)</b>	<b>Estimated Cost(s) for Incumbent and each Vendor (Not to exceed listed amount)</b>
Equipment Retune Costs 0 Mobile Radios retuned (\$0.00 per unit) 0 Repeaters retuned (\$0.00 per unit)		\$0.00
Engineering/Consulting Fees (list description of work being performed)		\$0.00
Legal Fees		\$0.00
Other Costs (provide detailed description of nature of cost)		\$0.00
<b>Total Estimated Costs</b>		<b>\$0.00</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: Audrey Wolf  
Print Name: Audrey Wolf  
Title: Director of Facilities Dev & Ops Dept.  
Phone Number: 561-233-0204  
E-mail: awolf@pbccgov.com  
Date: 7/27/06

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: NIA  
Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

*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: _____	Name: _____
Address: _____	Address: _____
_____	_____
City/State/Zip: _____	City/State/Zip: _____
Phone: _____	Phone: _____

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

Name of Bank: NIA  
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)



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

**Incumbent Signature:**           N/A          

**Print Name:** \_\_\_\_\_

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

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