

**NEXTEL IN-BUILDING SERVICE AND EQUIPMENT AGREEMENT ("AGREEMENT")**

Customer Name: Nassau County Emergency Management ("Customer")

Address: 96135 Nassau Place, Suite 2,

City: Yulee

State\*: FL

Phone: 904-491-7550

Equipment Installation Address (if different from Customer Address): \_\_\_\_\_

\*The following determines the Nextel contracting party to this Agreement: If CT, DC, DE, MA, MD, ME, NH, PA (except Pittsburgh metro area), RI, VA VT and southern NJ: Nextel Communications of the Mid-Atlantic, Inc. If CA or NV, Nextel of California, Inc. If NY or Northern NJ, Nextel of New York, Inc. If PR, Nextel of Puerto Rico, Inc. If Texas, Nextel of Texas, Inc. If AL, AR, FL, GA, LA, MS, NC, SC, TN, Nextel South Corp. If AZ, CO, HI, ID, IL, IN, IA, KS, KY, MI, MN, MO, MT, NE, NM, ND, OH, OK, OR, SD, UT, WA, WV, WI, WY, and Pittsburgh, PA metro area, Nextel West Corp. ("Nextel").

General description of equipment to be installed:

See attached sheet

Fees: -0-

Installation, cabling and other non-recurring costs:

\$ -0-

Monthly Use Fee: \$ -0-

This Agreement supplements the terms and conditions in Customer's current Service/Subscriber/Blanket Ordering Agreement (referred to as the "Service Agreement"). In the event that Customer does not have a current Service Agreement with Nextel, Customer's service and equipment is governed by the terms and conditions set forth on [www.Nextel.com/terms](http://www.Nextel.com/terms) as of the date of this Agreement, and this Agreement shall supplement those terms. These terms and conditions may be updated from time to time. It is Customer's responsibility to check the website and [www.Nextel.com/terms](http://www.Nextel.com/terms) from time to time. If Customer does not accept any changes to the terms and conditions, Customer may terminate this Agreement in accordance with Section 8(c) below.

1. LICENSE/USE OF SPACE. Customer hereby grants to Nextel, a non-transferable (except to Nextel's affiliated companies providing Service) and non-exclusive limited license to install, maintain and operate certain wireless communications equipment ("Equipment" as defined herein) at the location described in Section 3 ("Premises") below. Nextel understands and agrees that the right to use Customer's Premises is a limited license and is not intended to convey any real estate interest in and to the Premises, and Nextel shall use the Premises solely and exclusively for the installation, maintenance and operation of the Equipment.
2. EQUIPMENT. Legal title to the bi-directional amplifier ("BDA") and any and all ancillary equipment associated with the BDA (collectively the "Equipment") shall at all times vest in Nextel. The Equipment includes, but is not limited to, the BDA and all antenna, cables (coaxial and otherwise) and coaxial connectors installed by Nextel on Customer's Premises. Customer's interest in the Equipment shall be limited to its possession and use; Customer shall protect, indemnify and defend Nextel's legal title and shall keep the Equipment free and clear of any lien or encumbrance. Customer shall have the right to quiet enjoyment of the Equipment during the term of this Agreement so long as no default has occurred, and provided that Customer shall not have the right to remove or tamper with the Equipment.
- PREMISES. The Equipment shall be installed at the Equipment Installation Address above (the "Premises"). Customer agrees the Premises must meet Nextel's minimum requirements, including site preparation and the availability of adequate telephone service and power source, in order for Nextel to install the Equipment. Customer hereby grants Nextel access to the Premises for the purpose of installing, repairing, servicing, maintaining and removing the Equipment twenty-four (24) hours a day, seven (7) days a week. Customer agrees to give Nextel at least ninety (90) days written notice of its intent to vacate the Premises, after which Nextel shall have the right at anytime to remove the Equipment from the Premises. Nextel shall have no obligation to install, operate or maintain the Equipment in Customer's new facility. Upon removal of the Equipment, Nextel shall restore the Premises to their condition at the beginning of this Agreement, ordinary wear and tear excepted.
4. SIGNAL INTERFERENCE. Customer acknowledges and agrees that the BDA is subject to Federal Communications Commission ("FCC") regulations, and (i) may not cause harmful interference and (ii) must accept any interference including interference received that may cause undesired operation. In the event that the BDA causes or is alleged to cause interference to Nextel's system or the systems of third parties, upon written notice of such interference or alleged interference, Customer agrees that Nextel shall have the right to discontinue operation of the BDA until such interference is corrected or eliminated. After ceasing operation of the BDA, Customer acknowledges that Nextel shall only operate the BDA in order to correct such interference, in accordance with FCC regulations, until such time that the interference is corrected or eliminated. In the event any such interference cannot be corrected or eliminated, Nextel shall remove the BDA from Customer's premises, and this Agreement shall immediately terminate.
5. BREACH. In the event that Customer fails to perform any other obligation under this Agreement, or becomes insolvent, assigns its assets for the benefit of creditors or enters (voluntarily or involuntarily) a bankruptcy proceeding, or any representation,

- warranty or covenant made by Customer is false, incorrect or untrue in any material respect, Customer shall be in default under this Agreement. In event of a breach, Nextel shall have all of the rights set forth in the "Non-Payment/Breach" section of the Service Agreement. In addition, Nextel shall have the right to enter the Premises and remove and take possession of the Equipment and Nextel may pursue any other remedies available to Nextel under the UCC or any other law.
6. CUSTOMER REPRESENTATIONS AND WARRANTIES. If Customer does not own the Premises, Customer represents and warrants that Customer has obtained all necessary permission, consent and/or approvals necessary for the installation and operation of the Equipment. Customer represents and warrants to Nextel with regard to this Agreement that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of Customer, that this Agreement constitutes a valid and binding obligation of Customer enforceable against Customer in accordance with its terms and that the individual executing this Agreement on behalf of Customer is duly authorized.
7. INSURANCE. Each party, prior to the installation of the Equipment, shall obtain and maintain the insurance coverage specified herein to protect it and the other party and shall provide the other party with certificates of such insurance, which shall be subject to the approval of the other party: (a) Workers' Compensation Insurance in accordance with the laws of the State where the Premises are located or any other applicable jurisdiction; and (b) General Liability Insurance (Broad Form Liability Endorsement) on an occurrence basis with a minimum combined single limit for Personal Injury, Property Loss and Damage, Contractual and Independent Contractor of not less than One Million Dollars (\$1,000,000.00); (c) Business Automobile Liability Insurance with combined Single Limit Liability of not less than One Million Dollars (\$1,000,000.00). This coverage is to include: owned, hired and non-owned automobiles. The policies for the above-specified General Liability insurance coverage shall be primary and noncontributory to any similar insurance and/or self-insurance that each party maintains and shall name the other party as an additional insured. The above-mentioned certificates shall be provided by the parties before the installation of the Equipment begins, and within thirty (30) days of any renewal of the policies. All of the aforesaid policies shall provide that the other party be given not less than ten (10) days prior written notice of any intended cancellation or material amendment or endorsement of said policies.
8. TERM AND TERMINATION. The term of this Agreement is one (1) year from the date of Customer's signature hereof, and shall automatically renew in one (1) year increments unless and until this Agreement is terminated in accordance with this Section 8. This Agreement may be terminated as follows: (a) automatically upon the termination or expiration of the Service Agreement; (b) immediately by Nextel upon written notice if Customer fails to cure a breach of its obligations under this Agreement within thirty (30) days of the delivery of written notice; (c) by either party for any reason or no reason upon sixty (60) days written notice; (d) immediately by Nextel upon receipt of written notice from Customer notifying Nextel that Customer is vacating the Premises; (e) immediately by Nextel upon written notice if the BDA causes incurable signal interference as set forth in Section 4 of this Agreement. The Service Agreement shall continue in full force and effect in the event this Agreement terminates before the expiration or termination of the Service Agreement. Nextel shall remove the Equipment within sixty (60) days of the termination or expiration of this Agreement.

Customer Signature: Floyd Vanzant  
 Printed Name: Floyd L. Vanzant

Date: October 13, 2004

Chairman, Board of County Commissioners

Nextel Signature: Garry M. Vincent  
 Printed Name: Garry M. Vincent

Date: 11/01/04

Version 4.0

NASSAU COUNTY  
 EMERGENCY MANAGEMENT  
 2004 NOV -5 PM 3:28

CS-03-108

\*\*THE FOLLOWING ENTERPRISE PROJECT HAS BEEN AUTHORIZED FOR 2004 SPENDING. PLEASE PROCEED ACCORDINGLY\*\*.

**CUSTOMER:** Nassau County Administration 0 (FL), (96135 Nassau Place, Fernandina Beach)

**SALES CONTACTS:** Garry Vincent / John Dynes / Walter Bolil

**ENGINEERING CONTACTS:** Clark Lazare

**AMOUNT:** \$9,333.00

**APPROVED:** 09/20/2004

**iBALL ID:** EMBFL00438

**CUSTOMER CONTRIBUTION:** \$0.00

CAPITAL INVESTMENT BREAKDOWN

	Dollar Amount
Equipment (Serialized)	\$3,960.00
Installation	\$3,575.00
Accessories (Non-Serialized)	\$1,798.00
Total Cost	\$9,333.00

SALES TO PROVIDE LOCAL MARKET ENGINEERING A COPY OF SIGNED TERM SHEET and BDA AGREEMENT BEFORE INSTALLATION CAN BEGIN.

PLEASE ENSURE THE PROJECT IS SETUP APPROPRIATELY IN CELLTRACK  
THE PROJECT MUST THEN BE SETUP IN PROJECT ACCOUNTING AS AN IN-BUILDING SOLUTION TYPE USING THE ST###T FORMAT.

ONCE THIS HAS BEEN DONE AN EMAIL NEEDS TO BE SENT TO THE ATLAS MAILBOX REQUESTING THAT THE PROJECT BE SETUP IN ATLAS AND ORACLE GL.


EQUIPMENT REQUESTS SHOULD BE MADE UTILIZING ITEM MASTERS AND ATLAS WORK ORDERS WORKING WITH THE LOCAL NEXTEL LOGISTICS CENTERS.

PLEASE CODE TO THE APPROPRIATE LEGAL & BUSINESS ENTITY FOR IN-BUILDING SOLUTION LOCATION.

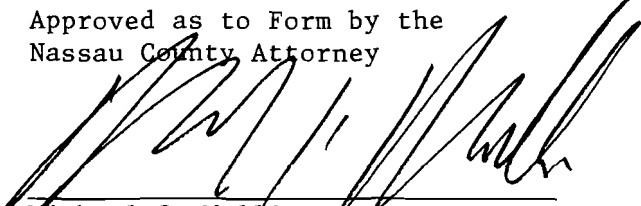
PLEASE USE APPROPRIATE NATURAL ACCOUNT CODING FOR EQUIPMENT.

LOCAL MARKETS ARE RESPONSIBLE FOR CREATING THE REQUISITION / WORK ORDER.

ATTEST:

  
\_\_\_\_\_  
J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

Approved as to Form by the  
Nassau County Attorney

  
\_\_\_\_\_  
Michael S. Mullin

**Agenda Request For:** October 13, 2004

**Department:** Emergency Management

**Background:** The Emergency Management Department is requesting approval of the Agreement to install equipment to provide Nextel phone coverage for the section of the building at 96135 Nassau Place currently occupied by the administrative offices for Fire/Rescue and Emergency Management, and the Primary Emergency Operations Center. Although the total cost of this equipment is \$9,333.00, it is being funded 100% by Nextel at no cost to the County. Nextel requests a signature for this agreement, with inclusion of a statement that Nassau County is self-insured. This equipment will remain at this location as long as our departments maintain Nextel service.

**Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:** Nextel is providing this equipment for use by the Department at no cost to the County and represents a cost savings of \$9,333.00.

**Action requested and recommendation:** Emergency Management requests approval of the no-cost Agreement with Nextel.

**Is this action consistent with the Nassau County Comprehensive Land Use Plan?**

N/A

**Funding Source:** N/A

**Reviewed by:**

Department Head

Legal

Finance

Chairman

Grants

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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RECEIVED  
COUNTY COORDINATOR'S  
OFFICE

Revised 03/04

**APPROVED**

DATE 10-13-04 JAB

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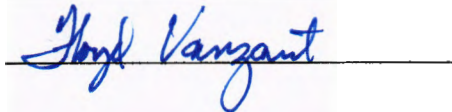
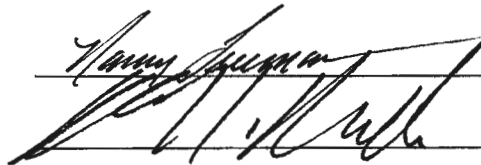
Department Head

Legal

Finance

Chairman

Grants



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COUNTY COMMISSIONERS  
OFFICE