

RESOLUTION NO. 2013-125

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES FOR TELECOMMUNICATIONS SITE MANAGEMENT WITH RCC CONSULTANTS.

RECITALS

WHEREAS, St. Johns County has completed construction and testing of the Interoperable Radio System for use by Public Safety and other government services; and,

WHEREAS, the newly constructed towers were designed to accommodate colocation by commercial communication providers in order to raise revenue for the County and reduce the proliferation of cell towers; and,

WHEREAS, RCC Consultants has unique knowledge of our towers and communication system, due their assistance to the County in the planning and implementation of the system, and experience in the cell tower industry that will enable them to effectively market and manage space on the County towers; and,

WHEREAS, it is in the best interest of the citizens of St. Johns County to enter into the Agreement, attached hereto as Exhibit "A" and incorporated into the body of this Resolution by reference, to maximize the revenue potential and efficiency of the lease space on the County towers.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

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

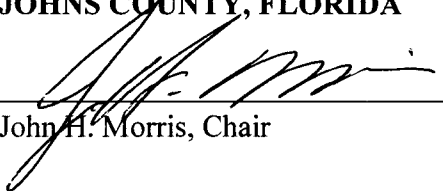
Section 2. The Board of County Commissioners hereby approves the terms of the Agreement and authorizes the County Administrator, or designee, to execute said agreement.

Section 3. To the extent that there are typographical errors the do not change the tone, tenor, or concept of this resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk is instructed to file the Agreement in the public records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18 day of June, 2013.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: 
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 6/20/13





EXHIBIT "A" TO RESOLUTION

**CONTRACT AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Contract Agreement ("Agreement") made and entered this _____ day of _____ 2013, shall be the complete and binding agreement by and between St. Johns County ("County"), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida, 32084, and RCC Consultants, Inc. ("RCC"), a Delaware corporation authorized to do business in the State of Florida, with headquarters offices located at 100 Woodbridge Center Drive, Suite 201, Woodbridge New Jersey, 07095-1125.

NOW THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and RCC, intending to be legally bound, agree as follows.

SECTION 1. Scope of Services.

Upon execution of this Agreement RCC, in cooperation with the County, shall be responsible as the sole parties performing telecommunications site management services and tasks related to each tower or other telecommunications site owned by the County and listed in Exhibit A, attached hereto and incorporated herein (collectively "Tower Sites"). The County further agrees that upon execution of this Agreement, all prospective tenant negotiations, site management services and other services as set forth in this Agreement shall be directed to RCC to manage as the single point of contact while this Agreement is in force. Such services shall be performed as specifically set forth below and in accordance with Exhibit B, Exhibit C and Exhibit D which shall not be modified, amended or revised except by written agreement executed by duly authorized representatives of each party hereto.

SECTION 2. Term, Renewal and Termination.

- a. This Agreement shall commence on June 18, 2013 ("Effective Date"), and shall expire on June 17, 2016 ("Expiration Date"). This Agreement will be effective and expire as of the dates set forth above unless sooner terminated in accordance with the provisions contained herein. Upon termination, as provided herein, or the expiration of this Agreement, RCC shall immediately discontinue all work under this Agreement, unless the County expressly consents in writing to a continuation of such work. Upon such expiration or termination of this Agreement, RCC shall return all County maps, data, records, equipment, supplies or other materials or property belonging to the County.
- b. This Agreement may be extended upon expiration for up to two (2) additional one (1) year terms. Each renewed term shall automatically commence, unless either party provides written notice to the other of the intent to terminate not less than ninety (90) days prior to the end of the then current term.
- c. This Agreement may be terminated without cause upon either the County, or RCC providing at least one hundred eight days (180) days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the County or RCC intends to terminate this Agreement one hundred eighty (180) days from the date of notification (unless a date greater than one hundred eighty (180) days is specified). Consistent with other provisions of this Agreement, RCC shall be compensated for any services and/or expenses that are both authorized under this Agreement and that are performed and/or accrue

up to the termination of this Agreement, provided, however, that if this Agreement is terminated within five (5) years of the Effective Date without cause by the County, the County will pay RCC, in addition to such accrued services, a lump sum fee (the "Termination Fee") equal to fifteen percent (15%) of the remaining gross lease revenue value, inclusive of any lease escalators, from the date of termination through five (5) five after the Effective Date, of each lease and lease amendment which has been executed by the County, and any lease or amendment suitable for execution which has been presented to the County for final execution, after the Effective Date and prior to termination without cause by the County.

- d. This Agreement may be terminated with cause, upon either the County, or RCC providing at least thirty (30) days advance written notice to the other party of such notice of termination for cause. Such written notification shall indicate the exact cause for termination. Cause for termination may include, but is not limited to, (1) breach of any material term or condition of this Agreement, and failure to cure such breach within twenty calendar (20) days of receiving notice of such breach; or (2) if the other party becomes a subject of or party to any legal, quasi-legal, or administrative investigation or proceeding relating to its hiring, employment, or safety practices.

SECTION 3. Compensation and Payment Terms.

For the purposes of this Agreement:

"Existing Tenant" is defined as a tenant with an existing lease agreement with the County as of the Effective Date of this Agreement;

"New Tenant" is defined as:

A tenant with no existing lease agreements with the County for any communications site in Exhibit A as of the Effective Date of this Agreement; or

An Existing Tenant that executes a lease for a site other than that particular site or sites for which the Existing Tenant has already executed a lease agreement as of the Effective Date of this Agreement; or

A tenant that terminates a lease agreement with the County which was executed prior to the Effective Date, and subsequently executes a new lease agreement after the Effective Date with the County as the same signatory or parent company in less than 360 days from such termination for any different communications site(s) than was (were) originally leased by such tenant prior to said termination; or

Any tenant of any communications site in Exhibit A prior to the Effective Date that has terminated any lease agreement with the County for any site as the same signatory or parent company by more than 360 days from such termination.

"Returning Tenant" is defined as a tenant that has terminated a lease agreement with the County which was executed prior to the Effective Date, that executes a lease agreement after the Effective Date with the County as the same signatory or parent company in less than 360 days from such termination for the same communications site which was leased by such tenant prior to termination;

“Recurring Tenant” is defined as any tenant that executes a standalone, additional new lease after the Effective Date with the County as the same signatory or parent company, for the same communications site or sites excluding an amendment to any existing lease; and

“Amended Tenant” is defined as any Existing Tenant, New Tenant, Returning Tenant or Recurring Tenant that executes an amendment to modify any existing lease agreement with the County after the Effective Date.

a. Existing Tenants:

- i. The County and RCC agree that RCC will not be compensated for any share of the lease revenues as of the Effective Date resulting from Existing Tenants and RCC will not provide any of the services in Exhibit B, Exhibit C and Exhibit D for Existing Tenants unless requested by the County.
- ii. For changes to Existing Tenant equipment configurations, the County agrees to pay to RCC as compensation for satisfactory performance of the Communications Site Technical Services described in Exhibit C four thousand dollars (\$4,000) per request. Payment to RCC for these services will be made in full upon approval by the County to commence work.
- iii. The County may request that RCC provide additional services to support Existing Tenants in accordance with Exhibit D, Other Services. Payment terms for these services will be negotiated as the work is approved by the County.

b. New Tenants

- i. For each New Tenant lease executed after the Effective Date, the County will pay to RCC forty-five percent (45%) of the first year gross lease revenue and, thereafter, five percent (5%) of annual gross lease revenues for each year after the first year until the earlier of the expiration of this agreement, or, termination of this Agreement without cause, or, expiration of the New Tenant lease without renewal. The County will make monthly payments to RCC as compensation for the satisfactory performance of the Site Marketing and Management Services described in Exhibit B.
- ii. For each New Tenant, the County agrees to pay to RCC as compensation for satisfactory performance of the Communications Site Technical Services described in Exhibit C four thousand dollars (\$4,000) per request. Payment to RCC for these services will be made in full upon approval by the County to commence work.
- iii. The County may request that RCC provide additional services to support New Tenants in accordance with Exhibit D, Other Services. Payment terms for these services will be negotiated as the work is approved by the County

c. Returning Tenants

- i. The County and RCC agree that RCC will not be compensated for any share of the lease revenues resulting from Returning Tenants as of the Effective Date and RCC will not provide any of the services in Exhibit B, Exhibit C and Exhibit D for Returning Tenants unless requested by the County.

- ii. To support Returning Tenant equipment configurations, the County agrees to pay to RCC as compensation for satisfactory performance of the Communications Site Technical Services described in Exhibit C four thousand dollars (\$4,000) per request. Payment to RCC for these services will be made in full upon approval by the County to commence work.
 - iii. The County may request that RCC provide additional services to support Returning Tenants in accordance with Exhibit D, Other Services. Payment terms for these services will be negotiated as the work is approved by the County.
- d. Recurring Tenants
- i. For each Recurring Tenant lease executed after the Effective Date, the County will pay to RCC forty-five percent (45 %) of the first year gross lease revenue for the first six months of the lease term and, thereafter, five percent (5%) of annual gross lease revenues for each year after the first year commencing on the 1st month of the second year of the lease term, and continuing until the earlier of the expiration of this agreement, or, termination of this Agreement without cause, or, expiration of the New Tenant lease without renewal. The County will make these payments to RCC as compensation for the satisfactory performance of the Site Marketing and Management Services described in Exhibit B.
 - ii. For each Recurring Tenant, the County agrees to pay to RCC as compensation for satisfactory performance of the Communications Site Technical Services described in Exhibit C four thousand dollars (\$4,000) per request. Payment to RCC for these services will be made in full upon approval by the County to commence work.
 - iii. The County may request that RCC provide additional services to support Recurring Tenants in accordance with Exhibit D, Other Services. Payment terms for these services will be negotiated as the work is approved by the County.
- e. Amended Tenants
- i. For each Amended Tenant lease executed after the Effective Date, the County will pay to RCC five percent (5 %) of the amended incremental lease revenues commencing the first month in which the amended lease is effective and continuing until the earlier of the expiration of this agreement, or, termination of this Agreement without cause, or, expiration of the New Tenant lease without renewal. The County will make these payments to RCC as compensation for the satisfactory performance of the Site Marketing and Management Services described in Exhibit B.
 - ii. For each Amended Tenant, the County agrees to pay to RCC as compensation for satisfactory performance of the Communications Site Technical Services described in Exhibit C four thousand dollars (\$4,000) per request. Payment to RCC for these services will be made in full upon approval by the County to commence work.
 - iii. The County may request that RCC provide additional services to support Amended Tenants in accordance with Exhibit D, Other Services. Payment terms for these services will be negotiated as the work is approved by the County.

SECTION 4. Status of the Parties.

- a. With respect to the Scope of Services, RCC is an independent contractor and not an employee of the County for any purpose including, but not limited to, application of the Fair Labor Standards Act minimum wage and overtime payment requirements, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and/or provisions of the Internal Revenue Code. RCC is not an agent, representative or joint venture partner of the County. RCC cannot enter into any contract or commitment on behalf of the County and has no power to obligate or bind the County in any manner whatsoever. The County shall not be liable for any debts or other liabilities whatsoever of RCC.
- b. The method and manner in which RCC performs the Services described herein shall be determined by RCC. The County will not exercise control over RCC or its employees except to the extent reasonably necessary to ensure RCC compliance with the terms, conditions and provisions of this Agreement. The employees, methods, equipment and facilities employed by RCC in the performance of this Agreement shall at all times remain under RCC's exclusive direction and control.

SECTION 5. Warranties.

RCC warrants and represents to the County that it has the experience, expertise and abilities necessary to perform the Scope of Services described herein using RCC's best skill, effort and attention. RCC shall be responsible to the County for any and all acts or omissions in RCC's performance of the Services described herein.

RCC warrants to the County that all work performed under this Agreement shall be performed in accordance with industry standards and in strict conformance with the terms and conditions contained herein.

RCC warrants that it will assign qualified professional personnel and other RCC support staff, as necessary, to complete the services contemplated by this Agreement. In the event that the employment of such personnel should end prior to the termination or expiration of this Agreement, then RCC, at its sole discretion, shall assign other such personnel as necessary to complete the Services described herein.

SECTION 6. Obligations.

RCC will exercise good judgment and reasonable care in performing its obligations under this Agreement. RCC will comply with the provisions of all applicable executive, federal, state, county and local laws, ordinances, regulations and codes (as adopted or amended from time to time) applicable to RCC's performance of the Scope of Services under this Agreement. RCC will be readily accessible to address and resolve any inquiries, concerns or complaints the County may have about the Services to be provided hereunder. RCC must direct all of its inquiries about the Scope of Services to the County and is not entitled to rely upon any oral or written statements that may be offered by any other person or entity.

SECTION 7. Indemnity.

RCC shall indemnify, defend, and hold the County, its officers, agents and employees harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property

(personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation originating from, connected with, or associated with, or growing out of (directly and/or indirectly), RCC's performance under this Agreement.

Nothing contained in this Agreement shall be construed or interpreted as (1) the consent of the County to be sued; or (2) a waiver of sovereign immunity of the County, its officers, agents and employees' beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 8. Insurance.

a. For the Term of this Agreement, RCC shall, at its sole expense, secure and maintain adequate insurance coverage in the types and amounts provided by the County. At minimum, such insurance should include general liability coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect RCC from claims for damages for bodily injury (including wrongful death) and from claims of property damages arising from performance under this Agreement, whether such performance be by RCC or by anyone directly employed by or contracting with the RCC.

b. RCC shall further secure and maintain, at its sole expense, Comprehensive Automobile Liability Insurance in the amount of \$300,000 combined single limit for bodily injury and property damage liability to protect the RCC from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the RCC or by anyone directly or indirectly employed by a RCC.

c. RCC shall also secure and maintain adequate Workers' Compensation Insurance and Employer's Liability Insurance in accordance with applicable provisions of Florida law.

(a) All insurance coverage shall be issued by companies authorized to do business under the laws of the State of Florida. Upon execution of this Agreement, RCC shall furnish Certificates of Insurance to the County as evidence of coverage. RCC shall not materially change or cancel any insurance coverage without (30) days prior written notice to the County.

SECTION 9. Limitation of Liability.

Notwithstanding any other provision herein to the contrary and to the extent permitted by Florida law, except for personal injury, death, tangible or real property damage, and RCC's total liability for breach of contract, negligence, warranties, indemnities or strict liability in tort or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the total Contract Price. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. This provision is not, nor shall it be construed as a waiver of the County's sovereign immunity beyond the limited legislative waiver provided in § 768.28, Florida Statutes.

SECTION 10. Notices.

All official notices to the County shall be delivered either by hand (receipt of delivery required), or by certified mail to:

St. Johns County Land Management Systems

Attention: Real Estate Division
500 San Sebastian View
St. Augustine, Florida 32084
Phone: (904) 209-0794
Email: ddouglas@sjcfl.us

With a copy to:

St. Johns County Fire Rescue
Attn: Radio Systems Manager
3657 Gaines Road
St. Augustine, FL 32084
Phone: (904) 209-1789
Cellphone: (904) 545-2242
Email: lmathis@sjcfl.us

All official notices to RCC shall be delivered either by hand (receipt of delivery required), or by certified mail to:

Michael W. Hunter, President and CEO
RCC Consultants, Inc.
100 Woodbridge Center Drive, Suite 201
Woodbridge, NJ 07095-1125
Telephone: (732) 404-2400
Facsimile: (732) 404-2585

With a copy to:

Kevin Lombardo, VP/GM
RCC Consultants, Inc.
2927 Habersham Drive
Tallahassee, FL 32309-6882
Phone: (850) 583-2885
Facsimile: (850) 224-3059

All other correspondence, not classified as official notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including, faxing, e-mailing, or text messaging.

SECTION 11. Access to Records.

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of

a third party, or an unaffiliated party.

SECTION 12. Review of Records.

As a condition of entering into this Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, RCC authorizes the County to examine, review, inspect and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Agreement. It is specifically noted that RCC is under no duty to provide access to documentation, not related to this Agreement or protected by Local, State, or Federal law.

SECTION 13. CONFIDENTIALITY AND PROPRIETARY RIGHTS.

- a. Confidentiality Obligation. Each party is a disclosing party (“discloser”) and a receiving party (“recipient”) under this Agreement. During the term of this Agreement and for a period of three (3) years from the date of expiration or termination of this Agreement, recipient will (i) not disclose confidential information to any third party; (ii) restrict disclosure of confidential information to only those, agents or consultants who must be directly involved with the confidential information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any confidential information; (iv) use reasonable care in safeguarding against disclosure of confidential information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the confidential information and take reasonable steps to regain possession of the confidential information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the confidential information as needed to fulfill this Agreement.
- b. Required Disclosure. If a recipient is required to disclose confidential information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only confidential information specifically required and only to the extent required to do so.
- c. Confidential Exceptions. Recipient is not obligated to maintain as confidential, confidential information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser’s confidential information or any breach of this Agreement.
- d. Ownership and Retention. All confidential information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser’s written request, recipient will return all confidential information to discloser along with all copies and portions thereof, or certify in writing that all such confidential information has been destroyed. However, recipient may retain one (1) archival copy of the confidential information that it may use only in case of a dispute concerning this Agreement. No

license, express or implied, in the confidential information is granted other than to use the confidential information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any confidential information it discloses pursuant to this Agreement.

SECTION 14. Permits and Licenses.

To the extent that RCC is required to secure, obtain, acquire, and/or maintain permits, certificates, authorizations, and/or licenses, in order to perform the Scope of Services noted in this Agreement, then RCC, at its sole expense, shall be responsible for securing, obtaining, acquiring, and/or maintaining any, and all, permits, certificates, authorizations, and/or licenses required by Federal, State, and/or County law, rule, regulation, or ordinance.

SECTION 15. Compliance with Applicable Laws.

Both the County and RCC shall abide by and comply with all applicable laws, rules, regulations, orders, and policies of the local, state and federal governments in performance of this Agreement.

SECTION 16. Amendments to this Agreement.

Both the County and RCC acknowledge that this Agreement constitutes the complete agreement and understanding of the parties with respect to performance of the Services described herein. Specifically, but without limitation, this Agreement supersedes any prior written or oral communications, representations and negotiations between the County and RCC. Further, both the County and RCC acknowledge that any change, amendment, modification, revision, or extension of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County and RCC.

SECTION 17. No Privity with Others.

Nothing contained in this Agreement shall create, or be interpreted to create, privity or any other contractual agreement between the County and any person or entity other than RCC.

SECTION 18. Procedure for Achieving Assignment.

In light of the scope and rationale for this Agreement, neither the County, nor RCC may assign, transfer, and/or sell any of the rights set forth herein without the express written approval of the other party. Should either the COUNTY, or RCC, assign, transfer, and/or sell any of the rights of this Agreement without such prior written approval of the other party, then such action on the part of either the County or RCC shall result in automatic termination of this Agreement without further notice or action required on the part of the other party.

SECTION 19. Relationship of the County and RCC.

RCC is, and shall be, in the performance of all work, services, and activities under this Agreement an Independent Contractor, and not an employee, agent, official, or servant of the County. As such, neither RCC, nor any employees, agents, officials, servants, nor subcontractors of RCC are eligible for any benefits afforded employees or officials of the County. RCC does not have the power or the authority to bind (legally or equitably, in any manner whatsoever the COUNTY, in any promise, agreement, or representation, other than as specifically provided for in this Agreement. Further, this Agreement shall

not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association, or joint venture between the County and RCC.

SECTION 20. No Third Party Beneficiaries.

Both the County, and RCC explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person and/or entity.

SECTION 21. Taxes.

In accordance with state and federal law, the County is exempt and shall not be responsible for payment of any excise, sales, lease, use, property, or other taxes, assessments or duties related to the Services provided herein. RCC shall be liable and solely responsible for payment of any and all applicable local, state and federal taxes, assessments or duties related to its performance under this Agreement.

SECTION 22. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

SECTION 23. Waiver

Failure or delay by either party to exercise a right of power under this Agreement shall not constitute a waiver of the right or power.

SECTION 24. Severability.

If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

SECTION 25. Force Majeure.

Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder as a result of any acts of God, force majeure, unforeseen event, circumstances, or conditions, governmentally-imposed moratorium, law or regulation or any other matter beyond the reasonable control of that party, and that party shall be relieved from liability for its failure to perform until the cessation of such condition, event, or moratorium.

SECTION 26. Headings.

All section and descriptive headings noted in this Agreement are inserted for the convenience of the parties only, and shall not affect or control the interpretation of this Agreement.

SECTION 27. Execution in Counterparts.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but together shall constitute one and the same document.

SECTION 28. Authority to Execute.

Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

DRAFT

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed on the day and year written above.

ST. JOHNS COUNTY

By: _____

Print
Name/Title: _____

Date of Execution

Legal Review:

Assistant County Attorney

Cheryl Strickland, Clerk of Courts

By: _____ Seal
Deputy Clerk

Date of Execution

RCC, INC.

By: _____

Print
Name/Title: _____

Date of Execution

Legal Review:

RCC Attorney

DRAFT

EXHIBIT A

TOWER SITES

SITE	911 ADDRESS	LAT	LONG
1	3057 Agricultural Center Dr. St. Augustine, FL 32092	29-54-20.6N	081-24-52.5W
2	3655 Gaines Rd. St. Augustine, FL 32084	29-56-09.2N	081-21-43.9W
3	1762 Borrow Pit Rd. St. Johns, FL 32259	30-05-00.0N	081-37-51.5W
4	1555 Old Moultrie Rd. St. Augustine, FL 32084	29-52-25.4N	081-19-37.7W
5	10005 Cartwheel Bay Av. Jacksonville, FL 32259	30-03-35.2N	081-32-04.2W
6	5885 County Road 208 St. Augustine, FL 32092	29-54-36.6N	081-30-59.7W
7	6245 State Road 207 Elkton, FL 32033	29-45-49.2N	081-27-40.7W
8	5125 Crescent Technical Ct. St. Augustine, FL 32086	29-47-46.0N	081-19-55.8W
9	235 N. Stratton Rd. St. Augustine, FL 32095	30-02-43.0N	081-25-26.9W
10	9685 Light Av Hastings, FL 32145	29-39-48.7N	081-26-50.6W
11	9355 U.S. 1 South St. Augustine, FL 32086	29-41-05.9N	081-17-41.0W
12	5432 Palm Valley Rd. Ponte Vedra, FL 32082	30-11-30.0N	081-22-56.0W

EXHIBIT B

SITE MARKETING AND MANAGEMENT SERVICES

Site Audits

RCC will undertake a detailed audit of the facilities in Exhibit A and underlying documentation and maintain such documentation as new equipment is added, moved, changed or decommissioned for the term of this Agreement. It is the intent of this task to conduct an initial baseline audit of the sites and equipment building facilities to determine compliance with existing site lease terms including:

- Lease/license fees paid up to date
- Cost escalators applied to base rent
- Number and type of antennas and transmission lines per lease
- Antenna mounting position per lease
- Equipment ground space used in accordance with lease
- Contact information for tenants
- Lease/license expiration and renewal terms
- Access arrangements
- Power arrangements

RCC will provide an audit report to the County that outlines the results of our investigation of site conditions. RCC will report any non-compliance with respect to existing leases or tenants to the County for the County's action. If the County chooses to retain RCC to manage the resolution of any non-compliance issues with existing leases and/or tenants, RCC will provide an estimate of hours required and perform such services at the hourly rate of \$185.00, commencing work upon approval and acceptance of RCC's estimate by the County.

Site Marketing and Tenant Acquisition Services

RCC uses email, personal contacts, advertising, and direct mail to promote its managed site portfolio. The targets of our marketing efforts are:

- Antenna site acquisition contractors working on behalf of wireless service providers
- Radio frequency engineers at wireless carriers, private radio operators, and government agencies
- Broadcasters
- Other communications companies and operators

RCC uses a Customer Relationship Management application to track tenant leads and to produce mass distribution of promotional materials. We will use this mechanism to distribute information on the owners' tower at the appropriate time to potential tenants. RCC will utilize the recently completed market assessment to estimate the demand for tenant space at the facilities, and periodically review changes to market conditions over time.

RCC staff will be responsible for marketing the St. Johns County communications facilities shown in Exhibit A, which may be amended by written agreement of the parties, and negotiating access license agreements within parameters mutually agreeable with the County.

Site Management and Administrative Services

RCC will manage the negotiation of site licenses with new or existing tenants with input, cooperation and approval of the parameters agreed upon by the County. RCC will review the lease agreements and terms, prepare and manage license documents and will present the documents to the County for signature. One set of original site license documents will be provided to the County for execution for each tenant added to the site, or for tenants who modify or renew their site licenses.

RCC will monitor insurance certificate compliance by tenants and contractors on the site per County requirements. RCC will contact licensees to obtain up to date certificates on policy anniversary dates.

RCC will periodically inspect the sites in Exhibit A and report to the County any enforcement or corrective actions which should be taken by the County which may include, but not be limited to, issues related to site security, cleanliness, hazards, unauthorized configuration changes, maintenance and repair issues, weather or other related damage. RCC will not take any further action beyond reporting recommended enforcement or corrective actions unless requested to do so by the County in accordance with Exhibit C and/or Exhibit D.

The County is solely responsible for all collection activities and enforcement of legal matters related to leases, but may request support from RCC as provided in Exhibit D.

SERVICES TO BE PROVIDED BY ST. JOHNS COUNTY

The County will be responsible for all site management services not explicitly provided for in RCC's scope of work under this Agreement. Examples of County services may include, but not be limited to, maintenance and repair such as the access road, light replacement, fence repair, lawn maintenance, sign maintenance, access control system costs (card keys, keys, alarm system), interior/exterior lights, locks, tower light monitoring service, alarm monitoring service, painting and other repairs. The County may request a quote from RCC to provide support for any such County services.

EXHIBIT C

COMMUNICATIONS SITE TECHNICAL SERVICES

The following services shall be provided by RCC for a fixed fee of \$4,000, applicable to both new and existing tenants for all moves, additions and changes to any site.

- Review of installation plans provided by the existing or prospective tenants. RCC will review plans for installation of antennas, transmission lines, and equipment including equipment shelters, outdoor generator installations, fuel supplies, utility installations, and security arrangements. RCC will make a recommendation to the County on the final installation plan.
- Collect and maintain the evolving inventory of radio frequencies, equipment configurations and floor plans configurations at the site to support potential interference analysis and future equipment installations.
- Perform a cursory interference analysis to determine whether a more detailed and complete interference analysis at additional cost will be required as provided for in Exhibit D.
- Coordinate installation of tenant equipment with the County so as to minimize disruption of daily activity at the site.
- Monitor construction and installation activity at the site.
- Ensure tenants comply with lease conditions and installation plans including:
 - Ground space used for equipment pads, shelter, etc.
 - Radio equipment installation, power use and connection
 - Antenna mounting height and sector location
 - Transmission line type and installation practice
 - Grounding and lightning protection installation
 - Safety procedures on and about the site
 - Access control and security clearance
 - Construction debris control and cleanup
 - Trash and abandoned equipment removal

RCC will review and inspect the installation of antennas, transmission lines, lightning protection and grounding, installation of radio equipment, installation and operation of telephone and electric utility circuits, installation and maintenance of equipment shelters and related power, HVAC, standby power, fuel, fuel tanks, reinforcement of the mounting structure, addition of waveguide bridges, cable ladders, grounding and bonding systems, and other ancillary equipment and other activities performed by the tenant. All costs for such site improvements will be borne by the tenant.

EXHIBIT D

OTHER SERVICES

Special Technical and Management Services

Special Technical and Management Services which are excluded from the scope of work in Exhibit B and Exhibit C may include, but not be limited to, the following:

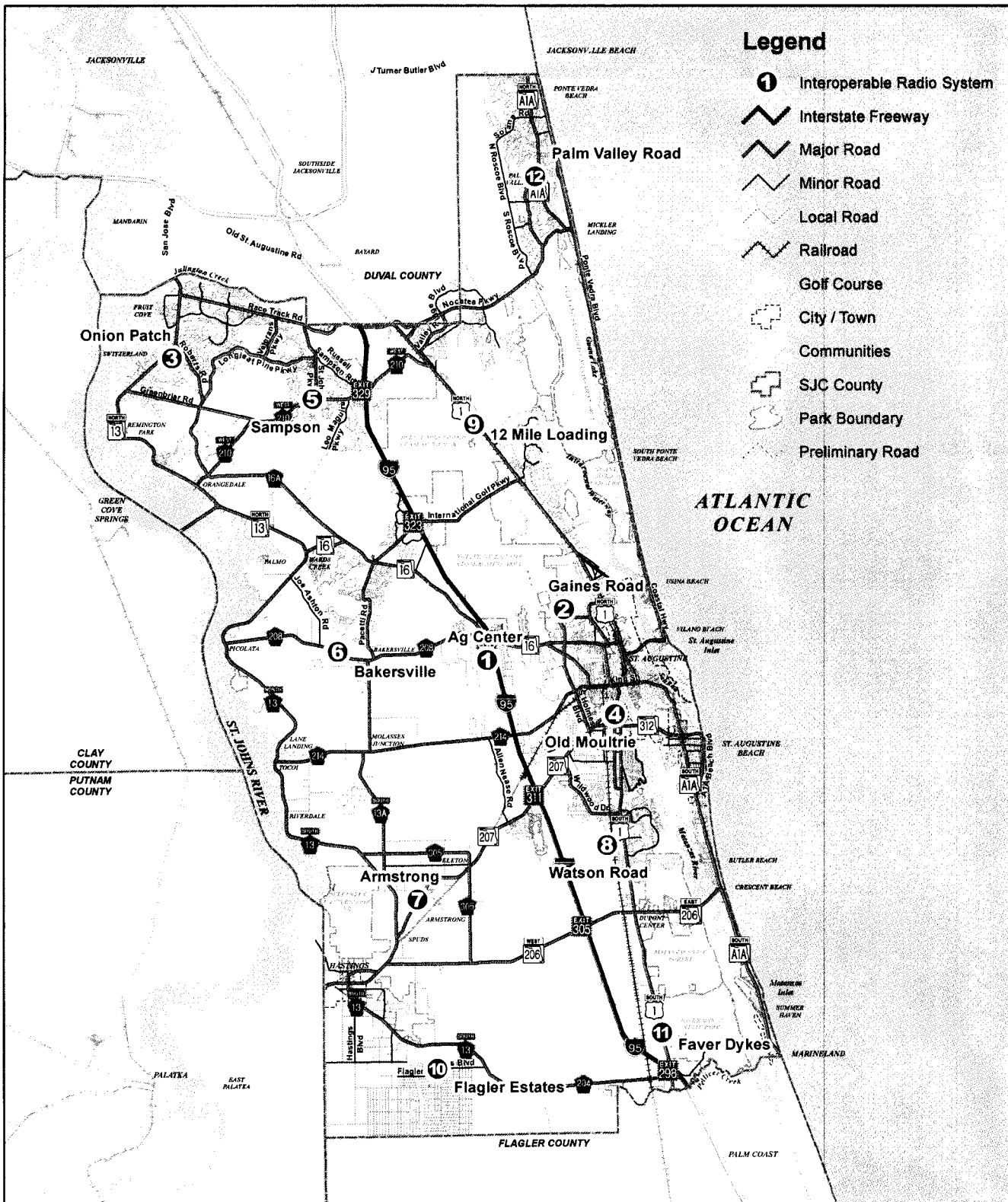
- Intermodulation analysis, Transmitter Noise/Receiver Desensitization (TNRD) studies, and other detailed interference prediction or resolution studies
- Attendance at public hearings
- Expert witness testimony in support of tenant zoning and permitting
- Trouble and interference investigation and resolution
- Tenant conflict resolution
- Collections support
- Emergency site inspections out of the routine inspection schedule
- Monitoring, management and oversight of corrective and enforcement actions
- Project management or oversight of the services to be provided by St. Johns County as set forth in Exhibit A

If such services are required for moves, additions, changes or deletions, or for any other reason at any site for new or existing tenants, RCC will provide an estimate of hours required to perform such services at the hourly rate of \$185.00 and commence work upon approval and acceptance of RCC's estimate by the County.

Third-Party Services

RCC anticipates the need to provide certain services which will be outsourced by RCC to a third party. The most common service of this nature will be a structural analysis of the communication sites to accommodate new tenants as well as changes or additions to existing tenant configurations. In each case, RCC will provide a quote for structural analysis and commence work upon approval by the County.

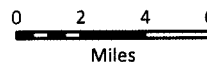
Additionally, should the County desire RCC to provide other turn-key services above and beyond strictly oversight and management of the services to be provided by St. Johns County as set forth in Exhibit A, or as provided for above, the County may request a quote from RCC to provide such services through the use of a third party. Examples of such services might include RCC procuring services to support maintenance and repair, lighting, security, access control, site monitoring and alarming, and other site support not included in the scope of work set forth above or in Exhibit B and Exhibit C.



St. Johns County
 Interoperable Radio
 System
*RCC Consultants Tower
 Site Management Agreement*



Land Management Systems
 Real Estate Division
 (904) 209-0794



May 24, 2013 j15800

Disclaimer:
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 Real Estate Division disclaims all responsibility for the
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