

AMENDMENT TO GROUND LEASE  
CITY AS OWNER/LANDLORD

THIS AMENDMENT TO LEASE (Amendment") made and entered into this 24 day of April, 2001, by and between the City of St. Petersburg, a Municipal Corporation, existing by and under the laws of the State of Florida ("City"), whose post office address is Post Office Box 2842, St. Petersburg, Florida 33731-2842, Pinellas County, and Pinellas County, a political Subdivision of the State of Florida, (Lessee'), whose address is 201 Rogers Street, Clearwater, FL 33756, collectively ("Parties.")

WITNESSETH

WHEREAS, the Parties entered into a ground lease dated September 9, 1996, ("Lease") for the lands owned by the City located at 150 14<sup>th</sup> Street North, St. Petersburg, situated in Pinellas County, Florida further described as a portion of City parcel 811, Public Safety Complex Replat, Block 1, Lot 1; and

WHEREAS, the City desires to amend the Lease to reduce the area subject to the Lease; and

WHEREAS, the Lessee is amenable to this Amendment.

NOW THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt and adequacy which have hereby been acknowledged, and the promises and covenants contained therein the Parties agree as follows:

1. The Lease is amended by deleting Exhibit "A" and substituting the attached new Exhibit "A", dated October 30, 2000.
2. All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF The Parties have caused their duly authorized representatives to execute This Amendment on the date first above written.

WITNESSES

CITY OF ST. PETERBURG, FLORIDA,  
a municipal corporation

Anne S. Haskins  
Anne S. Haskins

By: David J. Fischer  
David J. Fischer, Mayor

Sally C. Cronk  
Sally C. Cronk

ATTEST  
Jane K. Brown  
Jane K. Brown, City Clerk

Affix Corporate Seal



APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney or Designee

By: \_\_\_\_\_  
Assistant City Attorney

ATTEST: KARLEEN F. DeBLAKER  
Clerk of the Circuit Court

By: Linda R. Reed

Print Name: LINDA R. REED

Title: DEPUTY CLERK

APPROVED AS TO  
FORM AND CONTENT

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

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

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

195235.1

APPROVED AS TO CONTENT

RBB  
\_\_\_\_\_  
City Attorney or Designee

By: RICHARD B. BADGLEY  
SB Assistant City Attorney

LESSEE: PINELLAS COUNTY, FLORIDA  
By and through its Board of County Commissioners

By: Calvin D. Harris

Print Name: CALVIN D. HARRIS

Title: CHAIRMAN

APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY

By: Sarah Richardson

Print Name: Sarah Richardson  
Sr. Assistant County Attorney



PINELLAS COUNTY PUBLIC WORKS  
 DIVISION OF SURVEY AND MAPPING  
 22211 U.S. HIGHWAY 19 N.  
 CLEARWATER, FLORIDA 33765-2347



**SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST**

Additions or deletions by other than the Professional Land Surveyor in responsible charge is prohibited.  
 Land Description is invalid without signature and/or embossed seal of the Professional Land Surveyor

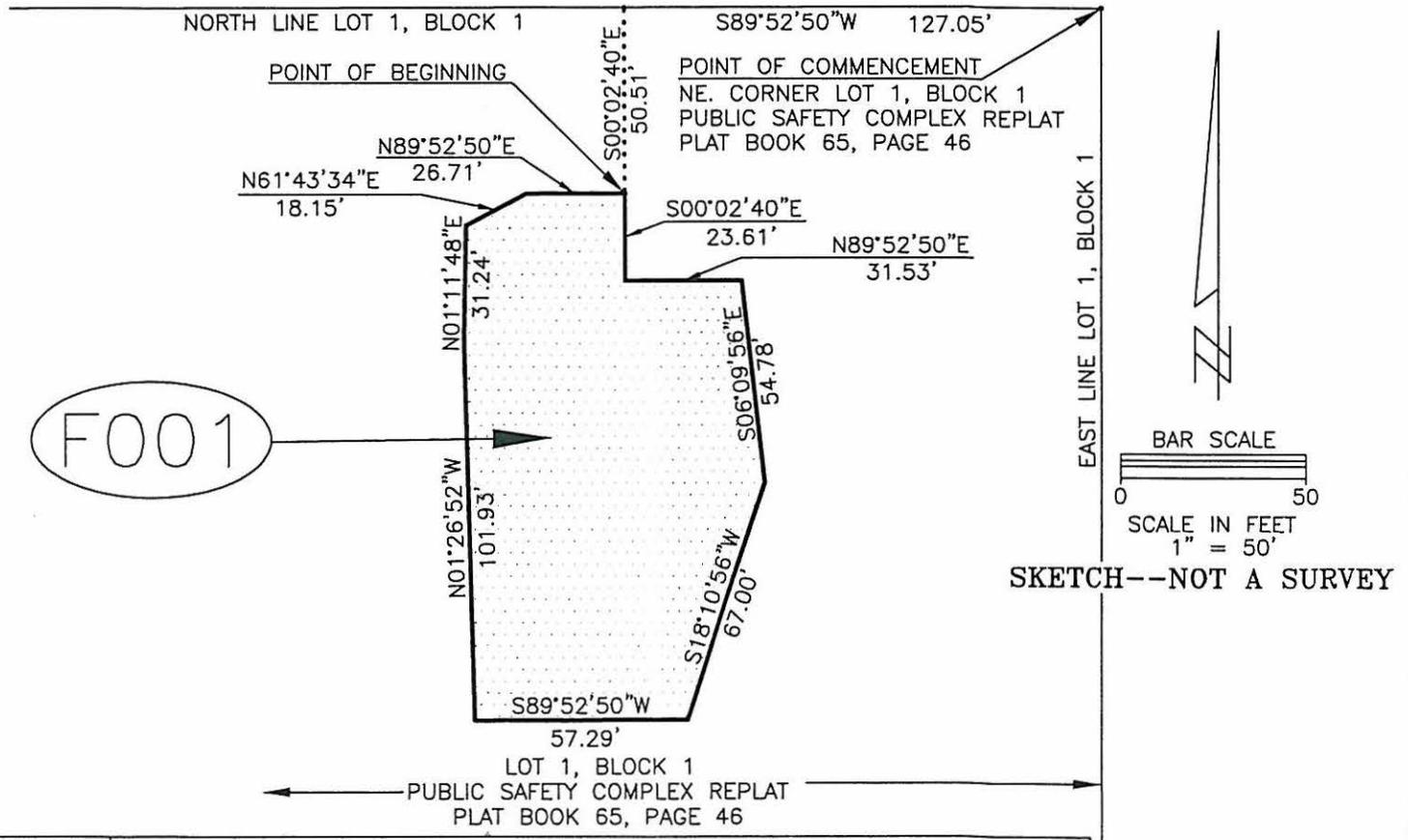
**DESCRIPTION**

A portion of Lot 1, Block 1, PUBLIC SAFETY COMPLEX REPLAT Subdivision, according to the plat thereof, as recorded in Plat Book 65, Page 46, public records of Pinellas County, Florida, in Section 24, Township 31 South, Range 16 East being described as follows:

Commencing at the Northeast Corner of said Lot 1, run S 89°52'50"W along the North line of said Lot 1, for a distance of 127.05 feet.; thence S 00°02'40"E, for a distance of 50.51 feet for POINT OF BEGINNING; thence S 00°02'40"E, for a distance of 23.61 feet; thence N 89°52'50"E, for a distance of 31.53 feet; thence S 06°09'56"E, for a distance of 54.78 feet; thence S 18°10'56"W, for a distance of 67.00 feet; thence S 89°52'50"W, for a distance of 57.29 feet; thence N 01°26'52"W, for a distance of 101.93 feet; thence N 01°11'48"E, for a distance of 31.24 feet; thence N 61°43'34"E, for a distance of 18.15 feet.; thence N 89°52'50"E, for a distance of 26.71 feet. to the POINT OF BEGINNING.

CONTAINING: 9521 square feet or 0.219 acres, more or less.

BASIS OF BEARINGS: Bearings are based on the North Line of Lot 1, Block 1, PUBLIC SAFETY COMPLEX REPLAT Subdivision, Section 24, Township 31 South, Range 16 East, Pinellas County, Florida, being S 89°52'50"W.



CALCULATED BY:	The above Sketch and/or Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.
CHECKED BY:	By: Pinellas County Public Works
S.F.N.:	<i>Shirley B. Zeller</i> DATE <u>10/30/00</u>
1104	SHIRLEY B. ZELLER, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 5877 STATE OF FLORIDA, PHONE # (727) 464-8904

SEAL

**LEASE AGREEMENT**  
**(City as Owner/Landlord)**  
**(GROUND LEASE)**

THIS LEASE AGREEMENT ("Lease"), made and entered into this 9<sup>th</sup> day of September, 1996, by and between the City of St. Petersburg, a Municipal Corporation, existing by and under the laws of the State of Florida, ("City"), whose post office address is Post Office Box 2842, St. Petersburg, Florida 33731, Pinellas County, and Pinellas County, a political Subdivision of the State of Florida, ("Lessee"), whose post office address is 201 Rogers Street, Clearwater, Florida 34616, collectively (the "Parties")

WITNESSETH:

WHEREAS, the City and the Lessee entered into that certain Agreement dated and executed on November 7, 1995 whereby the City agrees to transfer ownership of certain equipment, facilities and buildings to Pinellas County, excluding all real property (land), and;

WHEREAS, the City and Lessee desires to terminate and release Pinellas County from that certain Lease Agreement dated October 6, 1987, First Amendment dated February 16, 1988, and Addendum to First Amendment to Lease dated February 16, 1988, and;

WHEREAS, the City and Lessee desires to replace that aforementioned certain Lease Agreement with a ground lease for the lands owned by the City located at 150 14th Street North, St. Petersburg, situated in Pinellas County, Florida further described as a portion of City parcel 811, Public Safety Complex Replat, Block 1, Lot 1.

NOW, THEREFORE, for and in consideration of the covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy which is hereby acknowledged, the Parties hereto agree as follows:

1. **PREMISES:** The City leases to the Lessee and the Lessee leases from the City the following described property ("Premises") subject to the terms, provisions, conditions, and limitations set forth and described in this Lease, to wit:

150 14th Street North (a.k.a. 1430 2nd Avenue North)  
St. Petersburg, Pinellas County, Florida

That portion of City Parcel 811, Public Safety Complex Replat, Block 1, Lot 1, as shown on Exhibit A attached.

2. **TERM AND RENTAL:**

a. The term of this Lease ("Term") shall be for an initial term of fifteen (15) years commencing upon the date of final execution of this Lease by all Parties and shall automatically renew in five (5) year increments, unless terminated by either Party as described in Paragraph 3.

b. This Lease is in effect as long as the Agreement dated November 7, 1995 between Pinellas County and the City of St. Petersburg to Provide Radio Communications Services for Public Safety and non-public safety radio communications users is in effect.

c. Lessee shall pay to the City the rent of \$1.00 per year, plus applicable tax, the receipt of which is hereby acknowledged.

3. **TERMINATION:** Either Party may terminate this Lease with written notice of intent to terminate, but termination shall not become effective for a period of one (1) year from date of receipt of such termination notice.

4. **USE OF PREMISES:** This Lease is made on the express condition that the Premises shall be used by the Lessee to provide radio communications services for public safety and non public safety communications only in conformance with applicable laws and ordinances, for Pinellas County use and for no other purpose or purposes, without the written consent of the City. All rights of Lessee hereunder may be terminated by the City in the event that any other use be made thereof.

5. **CONDITION OF PREMISES:** Lessee has inspected the Premises and accepts the condition of the Premises in an "as is" condition. The City has made no representations, statements, or warranties, either expressed or implied, as to the condition

of the Premises, or as to its fitness for a particular use. The City and its respective agents and employees shall not be responsible or liable at any time for (a) any defects, latent or otherwise, in any building or improvements in the Premises or any of the equipment, machinery, utilities, appliances or apparatus therein, or (b) for any loss of life, or injury or damage to any person or to any property or business of Lessee or those claiming by, through or under Lessee, caused by, or resulting from, the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the Premises or caused by or resulting from, acts of God or the elements, or resulting from any negligence in the occupancy, construction, operating or use of any buildings or improvements in the Premises, or any of the equipment, fixtures, machinery, appliances or apparatus therein.

6. **POSSESSION:** Lessee shall be granted possession of the Premises immediately upon the commencement date of this Lease and shall be entitled to full use of said Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this Lease by all Parties.
7. **ASSIGNMENT OR SUBLET:** Lessee shall not have the right to assign, transfer, convey, sublet or otherwise dispose of the Premises or this Lease or any part thereof, or of its right, title or interest therein or its power to execute this Lease or any amendment or modification thereto, to any person, company or corporation, except a successor organization whose purpose is substantially the same as Lessee. Such assignment shall require the prior written consent of the City. Any other attempted assignment or sublease shall be void and shall be deemed a default of this Lease and cause for immediate termination.
8. **UTILITIES:** Lessee agrees to promptly pay all commercial charges for electricity or gas, as determined by meter, and telephone installation and service supplied to the Premises. City shall not be liable in any manner for damages to Lessee, or for any other claim by Lessee, resulting from any interruption in utility services, unless the interruption is caused by the City. The City will provide and pay for water consumption and sewer charges, as well as for trash collection.
9. **LESSEE'S MAINTENANCE OBLIGATIONS:** Lessee shall keep said Premises free of all trash and rubbish and maintain the same in a clean, neat, orderly and sanitary condition and shall be responsible for all maintenance.
10. **SIGNS:** Lessee may install signage at Lessee's expense to the interior and exterior of building. Upon termination of Lease, Lessee will remove signage at Lessee's expense and repair any damages to building caused by signage, if any.
11. **INSURANCE:** Lessee shall provide City with a letter evidencing that Lessee is self-insured if City so requests.
12. **LIABILITY OF CITY AND LESSEE:** All property of any kind that may be brought on site or owned by Lessee on the Premises during the continuance of the Lease shall be at the sole risk of Lessee except that City shall be liable for damage to Property of Lessee caused by failure of City to adequately perform any of City's duties specified herein. All property of any kind that may be brought on site or owned by City on the Premises during the continuance of the Lease shall be at the sole risk of City except that Lessee shall be liable for damage to Property of City caused by failure of Lessee to adequately perform any of Lessee's duties specified herein.
13. **TERMINATION OF PRIOR LEASE AGREEMENT:** This Lease executed by both Parties releases the City and Pinellas County from the Lease Agreement dated October 6, 1987, First Amendment dated February 16, 1988, and Addendum to First Amendment to Lease Agreement dated February 16, 1988.
14. **RETURN OF PREMISES AND OWNERSHIP OF IMPROVEMENTS UPON EXPIRATION, TERMINATION OR CANCELLATION:** Lessee shall, on or before the expiration date of this Lease or any renewal or extension thereof, or its earlier termination as provided herein, return the building to the City and, at the City's option, all equipment transferred to it from the City by the Agreement to Provide Radio Communication Services for Public Safety and Non-Public Safety Radio Communications Users dated November 7, 1995, that is still in service as of the date of the termination notice, peacefully and without notice, and in good order and condition. The Lessee further agrees to vacate the facilities and towers transferred to it from the City, but the City agrees that the Lessee shall have the level of access of towers and facilities existing at the signing of this Agreement aforementioned. In such event the Parties agree to endeavor to negotiate a new agreement.
15. **PROHIBITED USE:** The Premises shall not be used for the manufacture or storage of flammable, explosive or hazardous materials, nor shall any occupation or other use be allowed which, in the sole discretion of the City, is deemed hazardous to persons or to the Premises or which will increase the City's cost for insurance. Exception is made for the fuel tanks for the auxiliary generators required to operate the site in an emergency.
16. **HAZARDOUS MATERIALS DEFINED:** Hazardous materials shall mean any contaminant, chemical, waste, irritant,

petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, poly-chlorinated biphenyls, asbestos, hazardous toxic substance, material or waste of any kind, or any other substance which is regulated by any environmental law. Hazardous materials shall include, but not be limited to, substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 39 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; all applicable state and local laws; and in the regulations adopted and publications promulgated pursuant to said laws or any amendments or addendums thereto.

17. **HAZARDOUS CONTAMINATION DUTIES OF PARTIES:**

A. With respect to City's use of the Premises prior to this Lease, City, represents to Lessee that, at the commencement of the Lease, the Premises is in compliance with all federal, state and local laws, regulations and standards relating to the use, occupancy, production, storage sale, disposal or transportation of any hazardous materials ("Hazardous Substance Laws"), including oil or petroleum products or their derivatives, solvents, PCB's, explosive substances, asbestos, radioactive materials or waste, and any other toxic, ignitable, reactive corrosive, contaminating or polluting materials ("hazardous substances") which are now or in the future subject to any governmental regulations.

B. Lessee shall have the right to conduct testing upon the property. If Lessee determines that the property contains any toxic water or chemical contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, Lessee may elect to terminate this Lease, except for such contamination as solely caused by Lessee during the term of this Lease.

C. City shall promptly give Lessee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises of which City has actual knowledge. If City learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Premises is necessary, City shall, at its own cost and expense, promptly take all necessary remedial actions in accordance with applicable environmental laws, except for any contamination caused by Lessee which contamination shall be remediated at Lessee's cost and expense. In the event that hazardous substances found on the Premises pose a health risk to Lessee's employees, in Lessee's sole judgment, Lessee shall have the right to terminate this Lease with thirty (30) days written notice to City.

D. Except with respect to substance or conditions described as exceptions below, City shall give written notice to Lessee within five (5) business days after the date on which City learns or first has reason to believe that:

- (i) There has or will come to be located on or about the Premises any hazardous substance;
- (ii) Any release, discharge or emission of any hazardous substance has occurred on or about the Premises.

E. City shall, upon completion of any environmental sampling and testing of the Premises, the surrounding soil in any adjacent areas, any groundwater located under or adjacent to the Premises and/or any adjoining property, provide Lessee at its request with copies of all reports of the results of such environmental audits.

F. In the event that the Premises become untenable due to hazardous substances contamination, Lessee's sole remedy shall be termination of this Lease. City shall not be liable to Lessee for any costs and expense of Lessee's move or for any actual, compensatory, punitive, or consequential damages arising out of Lessee's termination or the contamination.

18. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

19. **REPLACEMENT FACILITY:** The City is under no obligation to locate or provide a replacement facility under any circumstances, including but not limited to, substantial damage to the existing improvements by fire, flood, hurricane, tornado, earthquake or other form of natural disaster, or termination.

20. **IMPROVEMENTS TO PREMISES:** Lessee shall not make or permit to be made any alterations, additions, improvements or changes in the Premises without, in each case, first obtaining the written consent of the City. All improvements made to the Premises by either party shall immediately become the property of the party responsible for the improvement and shall remain during the Term of this Lease and upon expiration or termination thereof, all improvements made by the Lessee shall become the property of the Lessor.

21. **SUBSTANTIAL DAMAGES:** If the Premises are damaged substantially by fire, flood or other cause so as to render the Premises untenable, either party may terminate this Lease without further liability other than those liabilities existing at termination.

22. **RIGHT OF ENTRY:** The City shall have the right, at all reasonable times, to enter and inspect the leased Premises and the operation being conducted thereon at any reasonable time after notice and in the presence of Lessee for the purpose of inspecting or conducting tests upon the same, or for making repairs to the demised Premises or to any property owned or controlled by City therein. Such repairs shall not unduly interfere with Lessee's business except as is naturally necessitated by the nature of the repairs being effected. In addition, City may be conducting its own operations on the Premises and shall be provided access to the Premises for such purposes.

23. **INDEMNITY:** Lessee agrees to defend, hold and save the City harmless, to the extent permitted by s.768.28 F.S., from any and all damages, loss, or liability occurring by reason of any injury of any person or property occasioned by an act or omission, neglect, or wrongdoing of the Lessee or any of its officers, agents, representatives, guests, employees, invitees, or persons contracting with the Lessee, and Lessee will, at its own cost and expense, including but not limited to, attorneys fees and costs at trial or on appeal defend and protect the City against any and all such claims or demands which may be claimed to have arisen as a result of, or in connection with, the occupancy or use of the said Premises by the Lessee or Lessee's failure to comply and conform with any law, statute, ordinance or regulation now or hereinafter in force including, but not limited to, violations of the Americans with Disabilities Act of 1990 (ADA) and any amendments thereto. The purchase of insurance coverage required by this Lease, or otherwise shall not relieve Lessee of any duties set forth in this paragraph.

24. **LIENS:** Lessee shall never, under any circumstances, have the power or authority to subject the estate, reversion or other estate of City in the premises herein demised or on the building or other improvements thereon to any mechanic's or materialman's lien or other lien of any kind. Lessee is hereby charged with the responsibility of notifying all material men, contractors, artisans, mechanics and laborers and other persons contracting with Lessee with respect to the demised Premises or any part thereof, that such persons must look to Lessee to secure payment of any bill for work done or material furnished to the Lessee or for any other purpose during the term of this Lease.

25. **DEFAULT:** The Parties covenant and agree that if either party shall materially violate any of the covenants of this Lease, the other party shall provide written notice to the defaulting party and the defaulting party shall have 10 days from receipt of notice to correct same. If the defaulting party fails to correct default, the other party shall be entitled to any and all remedies available in law and equity.

26. **FISCAL FUNDING:** In the event funds are not appropriated by the Lessee in any succeeding fiscal year for purposes described herein, then this Lease shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended.

27. **SUCCESSORS AND ASSIGNS:** The covenants, provisions, and agreements herein contained shall in every case be binding upon and inure to the benefit of the Parties hereto respectively and their respective successors and assigns.

28. **NOTICES:** All notices, requests, demands or other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered in person, or within seven (7) days after deposit in the United States Mail, postage prepaid, certified with return receipt requested, or otherwise actually delivered, to:

**LESSEE:**  
Pinellas County  
Real Estate Management Division  
Attention: Ellyn Kadel  
201 Rogers Street  
Clearwater, Florida 34616

**CITY:**  
City of St. Petersburg, Department of  
Property Management and Realty Services  
Attention: Don Crawford  
Post Office Box 2842  
St Petersburg, FL 33731-2842

Refer to Property Management and Realty Services File No. LS.105 when making any inquiries to the City concerning this Lease.

29. **RELATIONSHIP BETWEEN PARTIES:** The relationship between the Parties is that of Landlord and Tenant.

30. **COMPLIANCE WITH REGULATIONS:** The Lessee will obtain, at its own expense, all required and necessary licenses and permits and comply with all laws and regulations of the United States of America, the State of Florida, County of

Pinellas, and the City of St. Petersburg, Florida, as may pertain to its use of the leased Premises.

31. **APPLICABLE LAWS AND VENUE:** This Lease shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for any action brought in state courts shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in Federal Court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division.
32. **CONDEMNATION:** If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the Term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and if such portion of the demised Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then, from that day the Lessee shall have the right either to terminate this Lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided. If the Lessee shall fail to terminate this Lease as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease shall continue for the then balance of the Term. If Lessee fails to exercise its right to cancel, City shall, at its own cost and expense, make the repairs made necessary to said partial taking. The Parties agree that City shall give Lessee notice of the filing of an action in eminent domain within 10 days of their initiation, even if the action has been filed by Lessee.
33. **QUIET ENJOYMENT:** City covenants and agrees that upon Lessee performing all of the covenants and conditions aforesaid on Lessee's part to be observed and performed, the Lessee shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid.
34. **SEVERABILITY:** Should any section or any part of any section of this Lease be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Lease.
35. **NON-DISCRIMINATION:** Lessee shall not illegally discriminate against anyone in the use of said Premises.
36. **HEADINGS:** The section headings are inserted herein for convenience and reference only, and in no way define, limit or otherwise describe the scope or intent of any provisions hereof.
37. **ENTIRE AGREEMENT:** This Lease, including attachments hereto, if any, constitutes the entire agreement between the City and Lessee. No change will be valid, unless made by supplemental written agreement, executed and approved by the principal Parties.
38. **RECORDABILITY:** This Lease shall not be recorded in the public records by either party.
39. **APPROVAL:** This Lease is subject to approval by the Mayor or his Designee, (or Mayor and City Council) as the City policies and procedures require, as well as the approval of the Board of County Commissioners.
40. **NO CONSTRUCTION AGAINST PREPARER OF LEASE:** This Lease has been prepared by the City and reviewed by the Lessee and its professional advisors. The City, Lessee and Lessee's professional advisors believe that this Lease expresses their agreement and that it should not be interpreted in favor of either the City or Lessee or against the City or Lessee merely because of their efforts in preparing it.
41. **DUE AUTHORITY:** Each party to this Lease represents and warrants to the other party(ies) that (i) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Lease to so execute the same and fully bind the party(ies) on whose behalf they are executing.
42. **AMERICANS WITH DISABILITIES ACT OF 1990:** Lessee assumes all responsibility, including but not limited to, financial, construction and physical modification costs, provision of auxiliary aids, services and legal costs, for ensuring compliance with all aspects of the Americans with Disabilities Act of 1990 (ADA) and any amendments thereto, including Title II, Structural and Title III, Programmatic Accessibility Standards as well as any future additions.
43. **WAIVER:** One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or conditions by the other party, and the consent or approval by either party to or of any act by the other party requiring consent or approval shall not be construed as consent or approval to or of any subsequent similar act by the other party.

IN WITNESS WHEREOF, the parties to this Lease have set their hands and seals as the date(s) specified hereinafter.

WITNESSES:

Anne S. Haskins  
Anne S. Haskins

Bonnie J. Douglass  
Bonnie J. Douglass

CITY OF ST. PETERSBURG, FLORIDA

a municipal corporation

David J. Fisoher  
David J. Fisoher, Mayor

ATTEST:

Jane K. Brown  
Jane K. Brown, City Clerk

(Affix Corporate Seal)



LESSEE:

PINELLAS COUNTY, FLORIDA  
By and through its Board of County Commissioners

By: Sallie Parks  
Sallie Parks, as Chairman of the Board of County  
Pinellas County, Florida



ATTEST: Karleen F. DeBlaker  
Clerk of Circuit Court

By: Debra R. Barnes  
Print Name: Debra R. Barnes  
Commissioners of

APPROVED AS TO  
FORM AND CONTENT

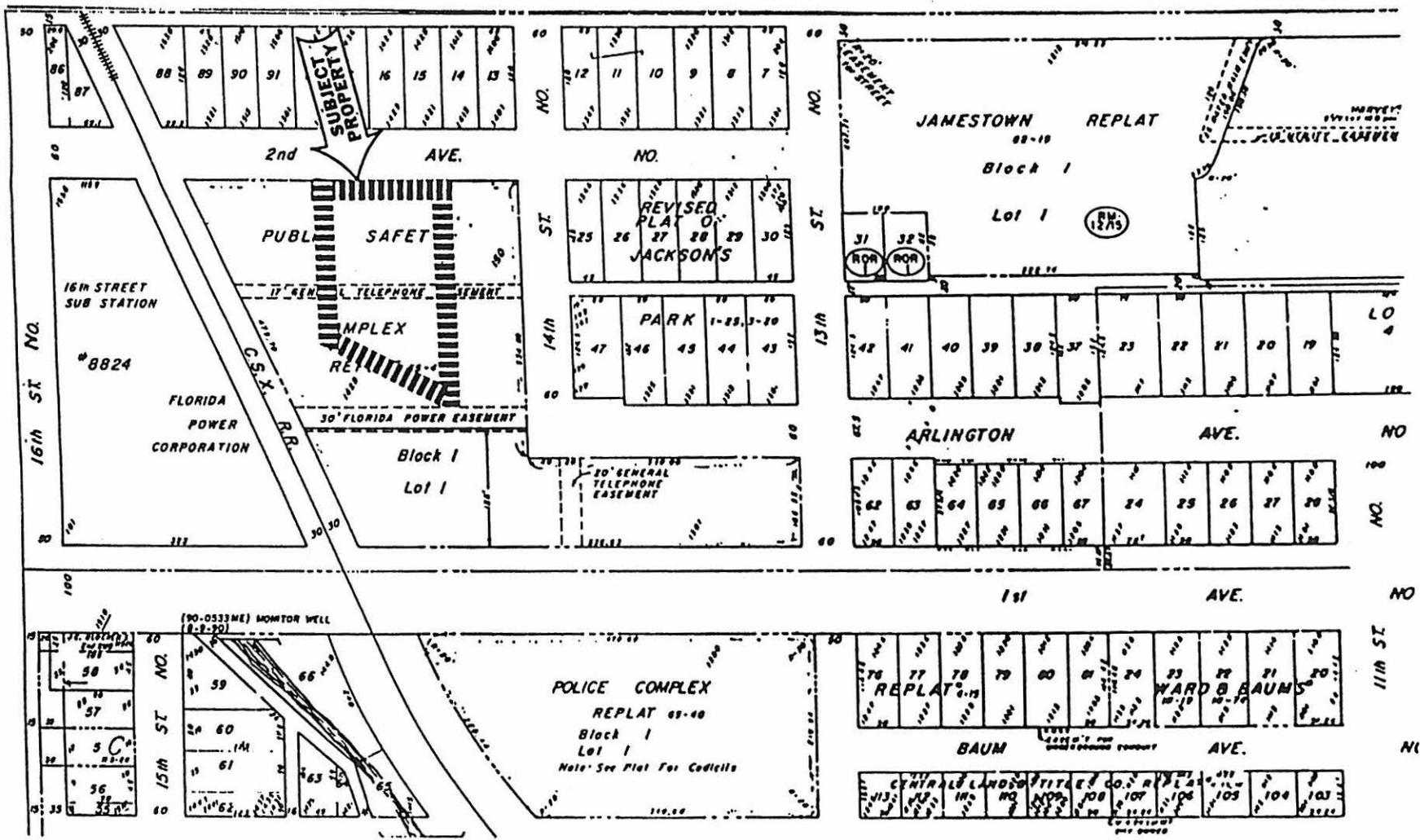
Richard B. Badgley  
Richard B. Badgley, Senior Assistant City Attorney

APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY  
SUBJECT TO PROPER EXECUTION  
BY ST. PETERSBURG

By: Sarah Richardson  
Assistant County Attorney

OK ZCS EEWelb

Exhibit A



**AN AGREEMENT TO PROVIDE RADIO  
COMMUNICATIONS SERVICES FOR PUBLIC  
SAFETY AND NON-PUBLIC SAFETY RADIO  
COMMUNICATIONS USERS.**

This agreement made and entered into between Pinellas County, a political Subdivision of the State of Florida hereinafter called "County" and the City of St. Petersburg, a Municipal Corporation, hereinafter called "City".

**WITNESSETH**

WHEREAS the County currently operates a radio system serving the entire geographic area of Pinellas County, including the City of St. Petersburg, such radio system providing communications service for public safety (Police EMS, and Fire) and non-public safety radio users, and;

WHEREAS the Radio Systems Division of the Pinellas County Department of Emergency Communications will continue to provide high quality and responsive management of the consolidated radio system in the same manner which is currently provided to the county wide Fire, EMS, and many Law Enforcement agencies. As the County's responsibilities expand, there will be no reduction in the level of service and responsiveness, and;

WHEREAS the City operates a radio system serving the geographic boundaries of the incorporated area of the City, and;

WHEREAS the City agrees to transfer ownership of all backbone hardware, towers, buildings, and facilities to the County, excluding all real property (land), and;

WHEREAS the County will supply, provision, operate, and upgrade the backbone as necessary, and maintain the backbone facility at no cost to the City, and;

WHEREAS the County will agree to support the current and future City 800 MHz radio communications needs, and;

WHEREAS the City agrees to allow the County use of the radio frequencies which are now licensed to the City, and;

NOW; THEREFORE, and in consideration of the mutual covenant, terms and conditions herein set forth, to be kept and performed by and between the parties hereto, it is agreed as follows:

### Section 1 - Definitions

- A. **Backbone** - means that infrastructure, including primary radio transmitters, receivers, associated control and command equipment, computers, software, towers, antennas, and structures, not including real property (land), associated with sending radio communications between mobiles, portables and dispatch centers; and those telephone, telecommunications, and micro wave links required to support these radio communications, exclusive of all secondary base stations, mobile, portable radios, and/or 800 MHz radio licenses.
  
- B. **Communications Coordinator** - means that City person or persons that function as a liaison between the Public Safety and Non-Public Safety Radio Systems User and the System Administrator.
  
- C. **Encryption** - The ciphering of communications transmissions by applying an algorithm to make the transmission unintelligible to non encryption equipped receiving equipment.
  
- D. **Grade of Service** - The probability that a call attempted will receive a busy signal, expressed as a decimal fraction. A p.01 grade of service means a user has a 1% chance of receiving a busy signal.

- E. **Jurisdictional Personnel** - Those people employed by public agencies or Pinellas County or other Pinellas County constitutional officers.
- F. **Mobile** - A radio transmitter/receiver unit permanently mounted in a vehicle.
- G. **Non-Jurisdictional Personnel** - Those people employed by entities other than public agencies or Pinellas County.
- H. **Non-Public Safety Radios** - Those radios used by City, County, Jurisdictional, and Non-Jurisdictional personnel other than Sheriff, Police, Fire, and medical rescue personnel.
- I. **Non Public Safety Radio User** - Those City, County, and other jurisdictional and non-jurisdictional personnel other than Public Safety Radio Users who are authorized by the City or County to use the Radio System.
- J. **Normal Traffic Period** - Normal traffic periods are defined as those where no declared emergency exists, or abnormal tactical or operation situation exists.
- K. **Portable** - A radio transmitter/receiver unit carried by a person.
- L. **Primary Base Station** - Those transmitters/receivers and antenna systems functioning as repeaters in the backbone system.
- M. **Public Agency** - Any duly constituted City, Municipal Corporation, Town or Village located in Pinellas County.
- N. **Public Safety Radios** - Those radios, both portable and mobile, used by Police, Fire, and medical rescue personnel.

- O. **Public Safety Radio User** - Those City, County, other jurisdictional personnel, medical rescue, emergency personnel, and any others who may be so designated by City or County, who use Public Safety radios.
- P. **Radio System** - means the 800 MHz radio systems, including the backbone, as now operated by the City and the County and these systems as expanded, modified, or upgraded, in the future.
- Q. **Radio Users** - Those City, County, or other jurisdictional and non-jurisdictional personnel authorized to use the 800 MHz Radio System.
- R. **Secondary Base Station** - A receiver/transmitter and antenna system temporarily or permanently located at a fixed site such as a dispatch console.
- S. **System Administrator** - means that County person or persons responsible for the administration of those software systems and computers that support and control the Radio System.
- T. **System Management** - The programming and systems level management of the 800 MHz Radio System.

## **Section 2 - Scope of Work**

- A. The City agrees to transfer to the County, the equipment listed in Appendix A. The City also agrees that the County may operate the equipment listed in Appendix A, using the licenses listed in Appendix B. Such licenses, as they now exist or are modified, shall remain in the name of the City. The City agrees to allow the County to use City licensed 800 MHz frequencies on a co-share basis. The County agrees to operate said equipment and/or its upgrades or replacements so that the Grade of Service for all Public Safety Radio Users shall be equal to or less than

p.01 for Normal Traffic Periods. The County agrees to operate the Radio System as such that the Grade of Service for all Non-Public Safety Radio Users shall be equal to or less than p.02 for Normal Traffic Periods.

- B. The County agrees to provide System Management for the Radio System. The County will manage all aspects of the Radio System to include, but not limited to: ID assignment, talk group assignment, system configuration, alias assignment and any other functions necessary for the day to day system operation. County personnel shall be available on a 24 hour basis to respond to the needs of any City user regarding System Management and changes/adjustments. The County agrees to provide the City monthly traffic reports, as provided through system management or the system watch computer, including data specific to City's use of the system and data related to total system activity, such that the Grade of Service and overall system performance may be evaluated. If Grade of Service reports continue to indicate the Grade of Service required in Sections 1E and 2A, a change in report frequency to quarterly or discontinued, may be made by mutual agreement.
- C. The County agrees to assign all City Public Safety users the highest system priority and to administer these priority assignments as directed by the City's Communications Center Manager or his/her designee.
- D. The County agrees to assign all City Non-Public Safety users a priority to ensure the Grade of Service as defined in Section 2A.
- E. The County agrees to work with the Non Public Safety Communications Coordinators assigned by the City to establish fleets, sub-fleets, and talk groups, as required by the various City agencies and departments. See existing system setup in Appendix C.

- F. The County agrees to arrange the fleets, sub-fleets, and talk groups in such a manner as to ensure the normal and efficient use of the Radio System; and to set up the necessary talk groups and announce group configurations necessary for the City to operate as it currently does today, as well as giving the City access to County talk groups which would enhance current capabilities in working with other Public Safety agencies.
  
- G. The County shall provide Encryption where required by Public Safety Radio System users. Digital transmission shall not be deemed the equivalent of encryption in those tactical situations where the public safety agency requires additional security. The City shall determine when additional security is required.
  
- H. The County agrees that it can be contacted for any type of system problem, radio problem, or a problem with the Radio System vendor. The County will serve as a intermediary between all City Radio User agencies and the Radio System vendor to provide the best and quickest service possible to City Radio Systems users.

**Section 3 - Base Station, Mobile, and Portable Radio Equipment**

- A. The City agrees that it is responsible to maintain the configurations and operating parameters of field radio equipment to be compatible with the current configurations and operating parameters of the Backbone.
  
- B. All secondary Base Stations, Mobiles, and Portables, shall remain the property of the City.
  
- C. Maintenance for all Secondary Base Stations, Mobiles, and Portables shall be the responsibility of the City. The County agrees that at the City's option, it may participate in the County's master service contract for Secondary Base Station, Mobile, and Portable 800 MHz radios. The City agrees that the cost of installation

and maintenance of Secondary Base Station, Mobile, and Portable radios is the responsibility of the City.

- D. The City agrees to coordinate with the County all purchases of Secondary Base Station, Mobile and Portable equipment, to assure technical compatibility. The County agrees that the City may, at its option, purchase secondary Base Station, Mobile, and Portables from the County's master contract.
  
- E. The County agrees that it will not exclude or allow any vendor by contract, or demand to exclude third party Secondary Base Station, Mobile, or Portable units from being used on the Radio System unless such exclusions are documented and supported by the vendor at the corporate level, and then only with the expressed written consent of the City. With respect to Public Safety Radios, the City agrees that unless specifically certified by a recognized agency, that third party vendor radios will not be used for public safety applications. Further, the City agrees to abide by any vendor restrictions imposed on the type of radio used for public safety purposes. With respect to Non-Public Safety radios, the County agrees to maintain such system partitions and/or software versions to allow the use of third party equipment. The County agrees they will not, without the City's prior coordination and agreement, make any modification or upgrade of the Radio System that violates or makes unserviceable any existing City owned third party equipment on or available for use on the Radio System.
  
- F. The City agrees that the County may, at its option and cost, require certification by an independent third party of the Secondary Base Station, Mobile and Portable radios maintained by the City, to assure acceptable maintenance and alignment procedures. This third party source may not be the system vendor, its authorized service department, or representative.

#### Section 4 - Additional Provisions

- A. The County will supply, provision, operate, upgrade as necessary, and maintain the backbone facility at no cost to the City. The County shall be responsible for all costs for maintenance, insurance, and operation of the backbone equipment transferred from the City. The City agrees to charge no rent for any City real estate or facilities necessary for the County to provide Backbone service.

The County agrees that it will operate all City frequencies and channels used by it in accordance with all applicable operational and technical FCC rules and regulations. The County agrees to make available, monthly, the operational logs and maintenance reports on the equipment operating on the frequencies listed in Appendix B.

The City agrees to monitor said frequencies and immediately report any discrepancies to the County.

- B. The County may at its option, use the channel capacity offered by this agreement to provide radio communications to other jurisdictions, provided the grade of service requirements of Sections 1E and 2A are maintained. The County agrees that access to City Public Safety fleets, sub-fleets, and talk groups must be authorized by the affected City Public Safety Agency and City Communications Center Manager. The County agrees that no Non-Jurisdictional User will be allowed access to those channels licensed by the City without the City's written consent in advance, and that under no circumstances will any Non-Jurisdictional Radio System User be allowed access to any City Public Safety fleet, sub-fleet, or talk group, without the express written consent of the Chief, Director, or their designee, of the affected City Public Safety Agency.

- C. The City agrees to make available, for the term of this agreement, all 15 channels currently active on its Radio System and to apply for such license modifications as required to provide the level of service required in Section 2. The City agrees to keep licenses current and provide copies to the County.
- D. The County agrees that the Systems Administrator, or designee, shall be on call 24 hours a day, 7 days a week, with the ability to remotely dial in to the system and make any changes that may be necessary, or required by the City.
- E. The County agrees to provide user training on an as needed basis for the City's Communications Coordinators. This training shall include, but not be limited to, operational use of the sub-fleets and talk groups, understanding and analysis of Radio System data and reports. Each system upgrade instituted by the County shall include operational training for the City's Communications Coordinators.
- F. The County agrees to establish Radio System user groups for both Public Safety and Non-Public Safety users. The City shall have at least one representative on each group. The purpose of these user groups is to provide a forum where users may raise user problems for resolution. The decisions of these groups shall not supersede the terms of this agreement without the written consent of the City.
- G. The City reserves the right to operate its 800 MHz data system and VHF/UHF radio systems independent of this agreement.
- H. The County accepts all responsibility for loss and insurance of all assets transferred by the City.
- I. The City agrees to relocate all non 800 MHz systems from the existing tower in a mutually agreeable time frame.

- J. The County accepts all responsibility for tower lighting and maintenance in accordance with Federal Aviation Authority (FAA) requirements.

#### **Section 5 - Obligations Not for Third Party Benefit or to be Assigned**

This Agreement is not intended, nor shall it be construed, to ensure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the City under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the City and the County.

#### **Section 6 - Terms of Agreement**

- A. Transfer of ownership of the property listed in Appendix A shall be effective on the date of final execution of this agreement.
- B. Pinellas County will provide radio systems management services commencing upon the date of execution of this agreement and continuing through 15 years, thereafter renewable in five (5) year increments.
- C. This Agreement supersedes all previous written and/or oral agreements related to radio communications.

#### **Section 7 - Disputes and Termination**

- A. Disputes - Disputes which cannot be resolved between the City and County shall be attempted to be settled by mediation. Disputes related to technical issues shall be mediated using mediators with technical expertise in 800 MHz radio communications. The cost of the mediator shall be shared equally by the parties.

B. Termination - Either party may terminate this agreement with 30 days advance written notice of intent to terminate. The parties hereto further agree that due to the nature of the service, the complexity of systems, and importance of this Radio System to the public, that such termination shall not become effective for a period of 1 year, from the date of such termination notice. During the termination period, each party agrees to work with the other to provide for smooth transition to a divided system.

The County agrees that, at the City's option, it will return all equipment transferred to it from the City that is still in service as of the date of the termination notice. The County further agrees to vacate the facilities and towers transferred to it from the City, but the City agrees that the County shall have the level of access to towers and facilities existing at the signing of this agreement.

The County further agrees that upon termination of this agreement the City may, at its option, acquire any equipment upgraded or procured by the County for use on those frequencies/channels licensed to the City. The fair market value of such equipment to be agreed upon by the parties, or determined by an independent third party agreed to by the City and the County.

### **Section 8 - Fiscal Non-Funding**

The funds to be used for services performed pursuant to this Contract are subject to periodic appropriation of funds by the County. After acceptance of this Agreement, further obligations under this Agreement are contingent upon the availability of funds. If funds are not appropriated by the Pinellas County for any or all of this Agreement, the County shall not be obligated to pay for any services to be performed under this Agreement beyond the portion for which funds are appropriated. Such failure of appropriation shall not constitute a breach of this Agreement. The County agrees to promptly notify the City in writing of such failure of appropriation. This Agreement shall

terminate upon the last date of service for which funds were previously appropriated. Upon termination, the transfers referred to in 7B shall occur at the City's option.

**Section 9 - Signatures**

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this, the 7 day of November, 1995.

ATTEST: KARLEEN F. De BLAKER, CLERK

By: *Deloris R. Garner*  
Deputy Clerk

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

PINELLAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

Chairman *Stan J. Filat*

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: *M. J. Jurek*

ATTEST:

By: *James K. Brown*  
City Clerk

CITY OF ST. PETERSBURG, FLORIDA

*David*  
Mayor

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
City Attorney (designee)

### CITY OF ST .PETERSBURG 800Mhz RADIO EQUIPMENT INVENTORY FOR TRANSFER TO PINELLAS COUNTY

10/13/95

	DESCRIPTION	MAKE	MODEL	SERIAL #	UNIT #
M	REPEATER W/PS MAIN (#1)	MOTOROLA	C75RCB5103AT	537CMY0019	H5250
M	REPEATER W/PS MAIN (#2)	MOTOROLA	C75RCB5103AT	537CMY0018	H5251
M	REPEATER W/PS MAIN (#3)	MOTOROLA	C75RCB5103AT	537CMY0017	H5252
M	REPEATER W/PS MAIN (#4)	MOTOROLA	C75RCB5103AT	537CMY0020	H5256
M	REPEATER W/PS MAIN (#5)	MOTOROLA	C75RCB5103AT	537CMY0016	H5257
M	REPEATER W/PS MAIN (#6)	MOTOROLA	C75RCB5103AT	537CMY0011	H5258
M	REPEATER W/PS MAIN (#7)	MOTOROLA	C75RCB5103AT	537CMY0015	H5259
M	REPEATER W/PS MAIN (#8)	MOTOROLA	C75RCB5103AT	537CMY0014	H5260
M	REPEATER W/PS MAIN (#9)	MOTOROLA	C75RCB5103AT	537CMY0013	H5261
M	REPEATER W/PS MAIN (#10)	MOTOROLA	C75RCB5103AT	537CMY0012	H5263
M	REPEATER W/PS MAIN SEC (#11)	MOTOROLA	C75RCB5103AT	675CPS0067	H5760
M	REPEATER W/PS MAIN SEC (#12)	MOTOROLA	C75RCB5103AT	675CPS0070	H5761
M	REPEATER W/PS MAIN SEC (#13)	MOTOROLA	C75RCB5103AT	675CPS0068	H5762
M	REPEATER W/PS MAIN SEC (#14)	MOTOROLA	C75RCB5103AT	675CPS0071	H5763
M	REPEATER W/PS MAIN SEC (#15)	MOTOROLA	C75RCB5103AT	675CPS0069	H5764
B	REPEATER W/PS BACKUP (#1)	MOTOROLA	C75RCB5103BT	537CPS0003	H5765
B	REPEATER W/PS BACKUP (#2)	MOTOROLA	C75RCB5103BT	537CPS0002	H5766
B	REPEATER W/PS BACKUP (#3)	MOTOROLA	C75RCB5103BT	537CPS0004	H5767
B	REPEATER W/PS BACKUP (#4)	MOTOROLA	C75RCB5103BT	537CPS0001	H5768
B	REPEATER W/PS BACKUP (#5)	MOTOROLA	C75RCB5103BT	537CPS0000	H5769
M	CENTRAL CONTROLLER - MAIN	MOTOROLA	T5076A / D837A	377CNC0005	H5264
M	CENTRAL CONTROLLER - BACKUP	MOTOROLA	T5076A / D837A	377CNC0006	H5266
M	CIU RACK (SECURE RPTR 11)	MOTOROLA		424CRC0286	
M	CIU RACK (SECURE RPTR 12)	MOTOROLA		424CRC0285	
M	CIU RACK (SECURE RPTR 13)	MOTOROLA		424CRC0284	
M	CIU RACK (SECURE RPTR 14)	MOTOROLA		424CRC0287	
M	CIU RACK (SECURE RPTR 15)	MOTOROLA		424CRC0288	
M	CPI RACK (RPTR 1)	MOTOROLA	TLN1726A		
M	CPI RACK (RPTR 2)	MOTOROLA	TLN1726A		
M	CPI RACK (RPTR 3)	MOTOROLA	TLN1726A		
M	CPI RACK (RPTR 4)	MOTOROLA	TLN1726A		
M	CPI RACK (RPTR 5)	MOTOROLA	TLN1726A		
M	CPI RACK (RPTR 6)	MOTOROLA	TLN1726A		
M	CPI RACK (RPTR 7)	MOTOROLA	TLN1726A		
M	CPI RACK (RPTR 8)	MOTOROLA	TLN1726A		
M	CPI RACK (RPTR 9)	MOTOROLA	TLN1726A		
M	CPI RACK (RPTR 10)	MOTOROLA	TLN1726A		
M	CONTROLLER SWITCH - CONTROL	T-BAR	5105A	D10089-M	
M	CONTROLLER SWITCH -RELAY BANK	T-BAR	5140	D10049-M	
M	CONTROLLER SWITCH -RELAY BANK	T-BAR	5140	D10010-M	
M	CONTROLLER SWITCH -POWER SUP	T-BAR	5997		
C	CEB SWITCH - CONTROL	T-BAR	5105A	E1001M	H5772A
C	CEB SWITCH - RELAY BANK	T-BAR	5140	15302	H5772
C	CEB SWITCH - POWER SUPPLY	T-BAR	5997	10309	H5770
M	RFL SWITCH	RFL	6644	"B"	H5633A
M	MULTICOUPLER #1	MOTOROLA	7387020560		H5360
M	EXPANDABLE RX MULTICOUPLER	TX-RX	42-85-13		H5360a
M	PRE-AMP	TX-RX	86-85-11		H5360c

**CITY OF ST .PETERSBURG  
800Mhz RADIO EQUIPMENT INVENTORY  
FOR TRANSFER TO PINELLAS COUNTY**

10/13/95

	DESCRIPTION	MAKE	MODEL	SERIAL #	UNIT #
M	VARIABLE ATTENUATOR	TX-RX	87-01-04		H5360d
M	DUAL ISOLATOR / COMBINER	TX-RX	81-87-20-60		H5360e
M	DUAL ISOLATOR / COMBINER	TX-RX	81-87-20-60		H5360f
M	DUAL ISOLATOR / COMBINER	TX-RX	81-87-20-60		H5360g
M	DUAL ISOLATOR / COMBINER	TX-RX	81-87-20-60		H5360h
M	DUAL ISOLATOR / COMBINER	TX-RX	81-87-20-60		H5360i
M	MULTICOUPLER #2	MOTOROLA	7387020560		H5361
M	DUAL ISOLATOR / COMBINER	TX-RX	81-87-20-60		H5361a
M	DUAL ISOLATOR / COMBINER	TX-RX	81-87-20-60		H5361b
M	DUAL ISOLATOR / COMBINER	TX-RX	81-87-20-60		H5361c
M	DUAL ISOLATOR / COMBINER	TX-RX	81-87-20-60		H5361d
M	DUAL ISOLATOR / COMBINER	TX-RX	81-87-20-60		H5361e
M	TOWER-TOP PREAMP - MAIN	TX-RX			
M	TOWER-TOP PREAMP - STANDBY	TX-RX			
M	TOWER-TOP PREAMP - BACKUP SITE	TX-RX	421-86A-06-TMP-18 BW		
M	TOWER-TOP PREAMP - SPARE	TX-RX	3-3288	20729	
B	DUAL ISOLATOR / COMBINER	TX-RX	81-87-20-60		H5771
B	8 CH AMP (BACKUP SITE)	TX-RX	42-85-12		H5771a
M	MODEM - SMT M/M (BAD, UNREPAIRABLE)	UNIVERSAL			H5356
M	MODEM - SMT A/M	UNIVERSAL			H5371
M	MODEM - SMT M/A	UNIVERSAL			H5366
M	MODEM - SMT A/A	UNIVERSAL			H5367
C	MODEM - CEB MAIN 1	UNIVERSAL			H5368
C	MODEM - CEB MAIN 2	UNIVERSAL			H5370
C	MODEM - CEB STDBY 1	UNIVERSAL			H5372
C	MODEM - CEB STDBY 2	UNIVERSAL			H5382
M	MODEM - SPARE	UNIVERSAL			H4...
M	CONTROLLER UPS	TOPAZ	84864-01		H5270
M	CONTROLLER UPS	TOPAZ	84864-01		H5271
M	CONTROLLER UPS	TOPAZ	84864-01		H5273
M	CONTROLLER UPS	TOPAZ	84864-01		H5274
M	LINE CONDITIONER	MOTOROLA	LC3150H1K110		H5269
M	FIBER-OPTIC LINK - RACK	MUXLA	ML4400-1		H7200
C	FIBER-OPTIC LINK - RACK	MUXLA	ML4400-1		H7201
M	UPS - FIBER-OPTIC LINK	TRIPPLITE	BC-600 ALAN		H7202
C	CEB RACK	MOTOROLA			H5549
C	AIR-TIME BILLING COMPUTER	WYSE / MOT	WY-2200-01		H5549a
C	SIMS SMT NODE (TYPE I)	WYSE / MOT	WY-2200-01		H5549b
C	SIMS CAD NODE (TYPE I)	WYSE / MOT	WY-2200-01		H5549c
C	SIMS CCI NODE (TYPE I)	WYSE / MOT	WY-2200-01		H5549d
C	SIMS CCI MONITOR	IBM	5154		H5549e
C	SIMS DIR NODE (TYPE I)	WYSE / MOT	WY-2200-01		H5549fC
C	SIMS VME COMPUTER (TYPE II)	MOTOROLA	01-W1383B01A		H5549g
C	SIMS VME POWER SUPPLY	MOTOROLA	CM-E2778A		H5549h
C	SIMS VME I/O BOARD	MOTOROLA	01-W3451B01		H5549i
C	SIMS VME I/O BOARD	MOTOROLA	01-W3475B02D		H5549j
C	SIMS CPU BOARD	MOTOROLA	01-W3577B12		H5549k
C	SIMS SPARE HARD DRIVE 150 MEG	SEAGATE	ST-4182N		H5549l
C	SIMS PRINTER	GENICOM	3410		



# RADIO STATION LICENSE

Licensee Name: SAINT PETERSBURG, CITY OF

Radio Service: YP TRUNKED PUB. SAFETY/SPECIAL EMERG.

License Issue Date: 05/05/1995

Call Sign: KNJU726

File Number: 9505R62379

License Expiration Date: 05/30/2000

Frequency Advisory No./Service Area: 1881016792

Pagers -\*200\*\*

950505U 18 1 4R

SAINT PETERSBURG, CITY OF  
 551 19TH ST N  
 SAINT PETERSBURG FL 33713

REGULATORY STATUS: PMRS

## Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt To Top	Antenna Latitude	Antenna Longitude
1:	856.21250	FB2	1	20K0F3E	125.000	543.000	14	94	27-46-22	082-39-12
				20K0F9W				HAAT		
	856.71250	FB2	1	20K0F3E	125.000	543.000		94		
				20K0F9W						
	856.93750	FB2	1	20K0F3E	125.000	543.000		94		
				20K0F9W						
	857.21250	FB2	1	20K0F3E	125.000	543.000		94		
				20K0F9W						
	857.71250	FB2	1	20K0F3E	125.000	543.000		94		
				20K0F9W						
	857.93750	FB2	1	20K0F3E	125.000	543.000		94		
				20K0F9W						
	858.21250	FB2	1	20K0F3E	125.000	543.000		94		
				20K0F9W						
	858.71250	FB2	1	20K0F3E	125.000	543.000		94		
				20K0F9W						
858.93750	FB2	1	20K0F3E	125.000	543.000		94			
			20K0F9W							
859.21250	FB2	1	20K0F3E	125.000	543.000		94			
			20K0F9W							
859.71250	FB2	1	20K0F3E	125.000	543.000		94			
			20K0F9W							
859.93750	FB2	1	20K0F3E	125.000	543.000		94			
			20K0F9W							
860.21250	FB2	1	20K0F3E	125.000	543.000		94			
			20K0F9W							
860.71250	FB2	1	20K0F3E	125.000	543.000		94			
			20K0F9W							
860.93750	FB2	1	20K0F3E	125.000	543.000		94			
			20K0F9W							
2:	856.21250	FB2	1	20K0F3E	125.000	543.000	14	31	27-46-21	082-39-06
				20K0F9W				HAAT		
	857.21250	FB2	1	20K0F3E	125.000	543.000		31		
				20K0F9W						

PAGE 1 OF 4



FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

# RADIO STATION LICENSE

Licensee Name: SAINT PETERSBURG, CITY OF

Radio Service: YP TRUNKED PUB. SAFETY/SPECIAL EMERG.

License Issue Date: 05/05/1995

Call Sign: KNJU726

File Number: 9505R62379

License Expiration Date: 05/30/2000

Frequency Advisory No./Service Area: 1881016792

Pagers -\*200\*\*

950505U 18 2 4R

SAINT PETERSBURG, CITY OF  
 551 19TH ST N  
 SAINT PETERSBURG FL 33713

REGULATORY STATUS: PMRS

### Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
3:	858.21250	FB2	1	20K0F3E 20K0F9W	125.000	543.000		31		
	859.21250	FB2	1	20K0F3E 20K0F9W	125.000	543.000		31		
	860.21250	FB2	1	20K0F3E 20K0F9W	125.000	543.000		31		
	811.21250	FX1	28	20K0F3E 20K0F9W	35.000	35.000				
	811.71250	FX1	28	20K0F3E 20K0F9W	35.000	35.000				
	811.93750	FX1	28	20K0F3E 20K0F9W	35.000	35.000				
	812.21250	FX1	28	20K0F3E 20K0F9W	35.000	35.000				
	812.71250	FX1	28	20K0F3E 20K0F9W	35.000	35.000				
	812.93750	FX1	28	20K0F3E 20K0F9W	35.000	35.000				
	813.21250	FX1	28	20K0F3E 20K0F9W	35.000	35.000				
	813.71250	FX1	28	20K0F3E 20K0F9W	35.000	35.000				
	813.93750	FX1	28	20K0F3E 20K0F9W	35.000	35.000				
	814.21250	FX1	28	20K0F3E 20K0F9W	35.000	35.000				
	814.71250	FX1	28	20K0F3E 20K0F9W	35.000	35.000				
	814.93750	FX1	28	20K0F3E 20K0F9W	35.000	35.000				
	815.21250	FX1	28	20K0F3E 20K0F9W	35.000	35.000				
	815.71250	FX1	28	20K0F3E 20K0F9W	35.000	35.000				

PAGE 2 OF 4



FEDERAL COMMUNICATIONS COMMISSION

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# RADIO STATION LICENSE

Licensee Name: SAINT PETERSBURG, CITY OF

Radio Service: YP TRUNKED PUB. SAFETY/SPECIAL EMERG.

License Issue Date: 05/05/1995

Call Sign: KNJU726

File Number: 9505R62379

License Expiration Date: 05/30/2000

Frequency Advisory No./Service Area: 1881016792

Pagers \*\*200\*\*

950505U 18 3 4R

SAINT PETERSBURG, CITY OF

551 19TH ST N

SAINT PETERSBURG FL 33713

REGULATORY STATUS: PMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
4:	815.93750	FX1	28	20K0F3E 20K0F9W	35.000	35.000				
	811.21250	MO	1600	20K0F3E 20K0F9W	35.000	35.000				
	811.71250	MO	1600	20K0F3E 20K0F9W	35.000	35.000				
	811.93750	MO	1600	20K0F3E 20K0F9W	35.000	35.000				
	812.21250	MO	1600	20K0F3E 20K0F9W	35.000	35.000				
	812.71250	MO	1600	20K0F3E 20K0F9W	35.000	35.000				
	812.93750	MO	1600	20K0F3E 20K0F9W	35.000	35.000				
	813.21250	MO	1600	20K0F3E 20K0F9W	35.000	35.000				
	813.71250	MO	1600	20K0F3E 20K0F9W	35.000	35.000				
	813.93750	MO	1600	20K0F3E 20K0F9W	35.000	35.000				
	814.21250	MO	1600	20K0F3E 20K0F9W	35.000	35.000				
	814.71250	MO	1600	20K0F3E 20K0F9W	35.000	35.000				
	814.93750	MO	1600	20K0F3E 20K0F9W	35.000	35.000				
	815.21250	MO	1600	20K0F3E 20K0F9W	35.000	35.000				
	815.71250	MO	1600	20K0F3E 20K0F9W	35.000	35.000				
	815.93750	MO	1600	20K0F3E 20K0F9W	35.000	35.000				



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	TRANSMITTER STREET ADDRESS								CITY	COUNTY	STATE
1:	150	14TH ST N							SAINT PETERSBURG	PINELLAS	FL
2:	1300	FIRST AVE N							SAINT PETERSBURG	PINELLAS	FL
3:											FL
AREA OF OPERATION											
SITE 4:	FL 35	MIRA 27-46-22N	082-39-12W	27-46-21N	082-39-06W	PINELLAS COUNTY					
PAINTING AND LIGHTING SPECIFICATIONS											
SITE 1:	SEE ATTACHED FORM 715/715A PARAGRAPHS:					1	3	11	21		
CONTROL POINTS: 1300 1ST AVE N 4TH FLR COMMUNICATIONS CTR ST PETERSBURG FL 'DUE TO PROGRAM RESTRICTIONS, THE ADDITIONAL 27 CONTROL STATIONS ARE LISTED ON THE ATTACHMENT.'											
CONTROL POINT PHONE: 813-893-7634											
SPECIAL COND: SEE ATTACHED #45 (27-46-21/82-39-06)											
The latitude/longitude are authorized in North American Datum 1927 (NAD27). Additionally, all height and distance units are authorized in metric.											
EMISSION DESIGNATOR(S) CONVERTED TO CONFORM TO DESIGNATOR(S) SET OUT IN PART 2 OF THE COMMISSION'S RULES.											



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