Clear Form

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
SCHOOL BOARD ADMINISTRATION BUILDING
Procurement Management Services
1450 N.E. 2nd Avenue, Room 650
Miami, FL 33132

Direct All Inquiries To
Procurement Management Services
Buyer's Name: Vanessa Flores, NIGP-CPP, CPSM
PHONE: (305) 995- 2646
Email: @dadeschools.net
TDD PHONE: (305) 995-2400

# BID/RFP ADDENDUM

Date: 10/10/2025

Addendum No. 1

BID/RFP No. ITB-24-025-VF BID/RFP TITLE: Commercial Leasing of Telecommunications Facilities on Boar

**This addendum modifies the conditions of the above-referenced BID/RFP as follows:**

The attached document provides answers to questions received and includes a Revised Lease Agreement.

All other terms and conditions of the ITB will remain the same.

*All information, specifications terms, and conditions for the above-referenced BID/RFP, are included on the document posted on the Procurement Management website at http://procurement.dadeschools.net*

*The attached pages containing clarifications, additional information and requirements constitute an integral part of the referenced bid.* If your bid/proposal has not been submitted, substitute the pages marked REVISED and mail your entire bid/proposal package.

**I acknowledge receipt of Addendum Number _____**

PLEASE NOTE: If your firm has forwarded a copy of this bid/proposal to another vendor, it is your responsibility to forward him/her a copy of this addendum.

**(PLEASE TYPE OR PRINT BELOW)**

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE ZIP CODE: _____

TELEPHONE NUMBER: _____ E-MAIL _____ FAX # _____

BY: SIGNATURE (Manual): _____
OF AUTHORIZED REPRESENTATIVE

NAME (Typed): _____ TITLE: _____
OF AUTHORIZED REPRESENTATIVE

# *Invitation to Bid (ITB)*

## *ITB-24-025-VF*
## *Commercial Leasing of Telecommunications Facilities on Board-Owned Sites (Co-Location)*

## ADDENDUM NO. 1

**QUESTIONS AND ANSWERS:**

**Q1: List of bidders for Bid # ITB-24-004-VF**

A1: Please refer to the attached Bid Opening List for ITB-24-004-VF Commercial Leasing of Telecommunications Facilities on Board-Owned Sites.

**Q2: The bid proposal amount submitted by each bidder**

A2: Please refer to the attached Tabulation for ITB-24-004-VF Commercial Leasing of Telecommunications Facilities on Board-Owned Sites.

**Q3: For the Christina Eve facility, it was mentioned that Verizon's structural analysis indicated that the pole required modifications to accommodate the Verizon installation, as well as the existing AT&T installation. Kindly provide a copy of this structural analysis report.**

A3: See attached report. Verizon has represented that their structural engineer has run its structural analysis at a wind loading of 186 mph, as required under applicable code, and the tower foundation fails at 105% with both Verizon's proposed equipment and the existing AT&T tower equipment. **This is not a representation on the part of the School District.** As set forth in the ITB and applicable lease agreement, the successful proposer will be required to provide and rely on its own structural analysis.

**Q4: The form leases that are attached to the ITB provide that the co-locator will be subordinate to Verizon's leasehold interest. Can you clarify how that relates to future expansion rights for Verizon as they relate to the quiet right enjoyment of the winning bidder for this co-location lease? Typically, the industry standard process is that the prime tenant (in this case Verizon) would have first rights that would apply to its installation on the pole, and then the winning bidder would occupy the second position for its installation. Then, if a tower occupant in the future wanted to expand its facility, that carrier is responsible to make sure the pole (with all carriers equipment) is able to support all installations and would also be required for any applicable costs to modify the pole (if any) to accommodate that expansion. That would be the review process of the modification request; the co-location lessee is not responsible for ensuring the tower's ability to support the primate lessee's future expansions. Please confirm that is the intent of this subordinate description in the herein leases as well.**

A4: See attached Revised Lease Agreement for Location One. Note the tracked changes to the subject recital on page 2 of 48. This same revision is beinge made on both the Location One and Location Two lease agreements.

**PROCUREMENT MANAGEMENT SERVICES**

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

**BID OPENING**

Location: VIA ZOOM Time: 2:00 PM Eastern

Bid Opening Date: 10/15/2024

ITB-24-004-VF - Commercial Leasing of Telecommunications Facilities on Board Owned Sites

ITB/RFP NO. & TITLE (one per page)

| # | VENDOR NAME | LOCATION | METHOD OF RECEIPT | RECEIVED (DATE) | (TIME) |
|---|---|---|---|---|---|
| 1 | Verizon Wireless (NO DOC UPLOADED) | Boca Raton,FL | DemandStar | 09/23/2024 | 12:15 PM |
| 2 | AMC SALES ENTERPRISES | Homestead,FL | DemandStar | 10/08/2024 | 1:04 PM |
| 3 | Pinilishalpern LLP | Morristown,NJ | DemandStar | 10/14/2024 | 3:10 PM |
| 4 | Verizon Wireless | Jupiter,FL | DemandStar | 10/14/2024 | 4:06 PM |
| | | | | | |
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| | | | | | |

**Analyst:** Print Name Pedro Martinez Signature(s) Pedro Martinez Digitally signed by Pedro Martinez Date: 2024.10.16 12:24:46 -04'00'

Print Name Wilda J Urena Signature(s) Wilda J. Urena 2024.10.22 11:08:02 -04'00'



MC

*Non-Responsive*

| ITB-24-004-VF Commercial Leasing of Telecommunications Facilities on Board-Owned Sites | AMC Sales Enterprises - Angela Maria Correa | New Cingular Wireless PCS, LLC (AT&T Mobility) | Cellco Partnership dba Verizon Wireless |
|---|---|---|---|
| **Local Vendor:** | Cannot Determine | Not Local | Not Local |
| **OEO Certification:** | MBE/MWBE Hispanic | Not Certified | Not Certified |
| **Description** | Annual rental rate for the first year of the lease term (annual rental rate thereafter to increase as set forth in the Lease Agreement) | Annual rental rate for the first year of the lease term (annual rental rate thereafter to increase as set forth in the Lease Agreement) | Annual rental rate for the first year of the lease term (annual rental rate thereafter to increase as set forth in the Lease Agreement) |
| Site One: Bent Tree Elementary | $60,000 | $37,501 | $40,000 |
| Site Two: Christina Eve Elementary | Not Submitted | $37,501 | $40,000 |
| Site Three: Southwest Miami Senior High | Not Submitted | No Bid - currently a tenant on this site | $40,000 |

# STRUCTURAL ANALYSIS REPORT

For

## Verizon Site Name: Christina Eve Elementary
## Verizon Site Number: 5000919331

TEP Project Number: 25824.1086275

16251 Southwest 99th Street
Miami, Miami-Dade County, FL 33196
25.674829, -80.458223

## Structural Analysis of 125.0-ft± Monopole Tower with Proposed Loading




**Prepared for:**

verizon

**4700 Exchange Ct., Suite 100**
**Boca Raton, FL 33431**

**Dated:**
**September 17, 2025 (Rev. 1)**
**April 3, 2025 (Rev. 0)**

**Prepared by:**

**(TEP OPCO, LLC)**
**3201 Rotary Drive**
**Charlotte, NC 28269**
**(P) (980)-404-2752**
www.tepgroup.net

ADAM N. HOWE
LICENSE
No. 100081
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Adam N. Howe, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

## SCOPE OF WORK:

TEP has been authorized by Verizon to conduct a structural evaluation of the monopole tower structure supporting the proposed equipment located at the rad. center depicted in the latest TEP Lease Exhibit Drawings.

This report represents this office's findings, conclusions and recommendations pertaining to the support of Verizon's proposed antennas listed below.

This office conducted a site walk of the existing Tower compound on February 21, 2025.

The following documents were used for our reference:

- Lease Exhibit Drawings prepared by TEP dated March 17, 2025. TEP Project No. 25824.1069020.
- Tower Manufacturer Drawings prepared by FWT, Inc. dated June 11, 1998. Design No. M98-1145-A.
- Foundation Design Drawings prepared by FWT, Inc. dated July 29, 1998. Design No. M98-1145-A.
- RF Design Sheet prepared by Verizon Wireless dated March 31, 2024. Project ID 16974050.

## CONCLUSION SUMMARY:

Based on our evaluation, we have determined that the existing structure **IS CAPABLE** of supporting the proposed equipment loading.

- **All antenna mounts and mounting hardware are considered structurally sufficient to carry the full design capacity requirements of appurtenance wind area and weight as provided by the original manufacturer specifications. It is the carrier's responsibility to ensure compliance to the structural limitations of the existing and/or proposed antenna mounts. TEP did not analyze antennas supporting mounts as part of this structural analysis report.**

**Monopole Tower**

| Section No. | Elevation (ft) | Controlling Component | Stress Ratio | Pass/Fail |
|---|---|---|---|---|
| **L1** | 125.0 – 97.5 | TP22.972x12x0.1875 | 61.2% | **PASS** |
| **L2** | 97.5 – 47.5 | TP42.548x21.4001x0.25 | 86.0% | **PASS** |
| **L3** | 47.5 – 0.0 | TP61x39.8534x0.3125 | 86.6% | **PASS** |

Based on our evaluation, we have determined that the existing tower foundation and anchorages **ARE NOT CAPABLE** of supporting the proposed equipment loading.

| Component | Stress Ratio | Pass/Fail |
|---|---|---|
| **Anchor Rods** | 64.5% | **PASS** |
| **Base Plate** | 43.6% | **PASS** |
| **Base Foundation - Design Reaction Comparison**** | 105.3% | **FAIL** |

*Reference documents attached.

## DESIGN CRITERIA:

| **Florida Building Code (FBC) 2023, 8th Edition and ASCE 7-22 (Minimum Design Loads for Buildings and Other Structures).** | | |
|---|---|---|
| **Wind** | | |
| Reference Wind Speed: | 186 mph | *Jurisdiction Requirement |
| Exposure Category: | C | ASCE 7-22, Chapter 26 |
| Risk Category: | III | *Jurisdiction Requirement |
| **Seismic** | | |
| Seismic Design Category: | A | ASCE 7-22, Chapter C12 |
| Risk Category: | II | ASCE 7-22, Table 1.5-2 |
| Soil Site Class: | Default | ASCE 7-22, Chapter C12 |
| $S_s$: | 0.05 | ASCE 7-22, Chapter 11 |
| $S_1$: | 0.02 | ASCE 7-22, Chapter 11 |
| **EIA/TIA-222-H Structural Standards for Steel Antenna Towers and Antenna Supporting Structures** | | |
| **Wind** | | |
| City/Town: | Miami | |
| County: | Miami-Dade | |
| Risk Category: | III | *Jurisdiction Requirement |
| Wind Load: | 186 mph | *Jurisdiction Requirement |
| **Ice** | | |
| Design Ice Thickness ($t_i$): | 0.0 in | TIA-222-H, Figure B-9 |
| Importance Factor ($I_i$): | 1.0 | TIA-222-H, Table 2-3 |
| Design Ice Wind Speed ($w_i$) | 0 mph | TIA-222-H, Section 2.6.4 |

## APPURTENANCE CONFIGURATION:

| Appurtenances | *Elevation (ft) | Mount Type | Cable QTY | Cable Size | Cable Location | Carrier |
|---|---|---|---|---|---|---|
| **(3) Ericsson AIR3283** | **120.0** | **Site Pro 1 RMQP-496-HK** | **2** | **6x12 Hybrid** | **Inside Tower** | **Verizon** |
| **(3) Ericsson AIR6419** | | | | | | |
| **(3) JMA Wireless MX08FIT665-02E** | | | | | | |
| **(3) Ericsson 4408 B48** | | | | | | |
| **(3) Ericsson 4490** | | | | | | |
| **(2) Raycap RVZDC-6627-PF-48** | | | | | | |
| (3) Ericsson AIR 6449 B77 | 75.0 | Platform w/ Mods | 6<br>6<br>12 | 3/8<br>3/4<br>7/8 | Inside Tower | AT&T |
| (3) Kathrein 80010965K | | | | | | |
| (6) KMW Communications ET-X-UW-68-14-65-18-iR-AT | | | | | | |
| (3) Ericsson RRUS 32 B2 | | | | | | |
| (3) Ericsson RRUS 32 B30 | | | | | | |
| (3) Ericsson RRUS 32 B66A | | | | | | |
| (3) Ericsson RRUS 4449 B5/B12 | | | | | | |
| (3) Raycap DC6-48-60-18-8F | | | | | | |

** Proposed equipment shown in bold.*
*** Elevation to antenna centerline.*

Limitations and Assumptions:

1. Reference the latest TEP lease exhibit drawings and Verizon RFDS for all the equipment locations and details.
2. All detail requirements will be designed and furnished in the construction drawings.
3. All structural members and their connections are assumed to be in good condition and are free from defects with no deterioration to its member capacities.
4. TEP is not responsible for any modifications completed prior to and hereafter which TEP was not directly involved.
5. All antennas, coax cables and waveguide cables are assumed to be properly installed and supported as per the manufacturer requirements.
6. If field conditions differ from what is assumed in this report, then the engineer of record is to be notified as soon as possible.
7. A conditions assessment of the existing tower was not part of the scope of work.
8. All antenna mounts and mounting hardware are considered structurally sufficient to carry the full design capacity requirements of appurtenance wind area and weight as provided by the original manufacturer specifications. It is the carrier's responsibility to ensure compliance to the structural limitations of the existing and/or proposed antenna mounts. TEP did not analyze antennas supporting mounts as part of this structural analysis report.

**FIELD PHOTOS:**



**Photo 1:** Existing Tower Loading



**Photo 2:** Existing Coax Layout

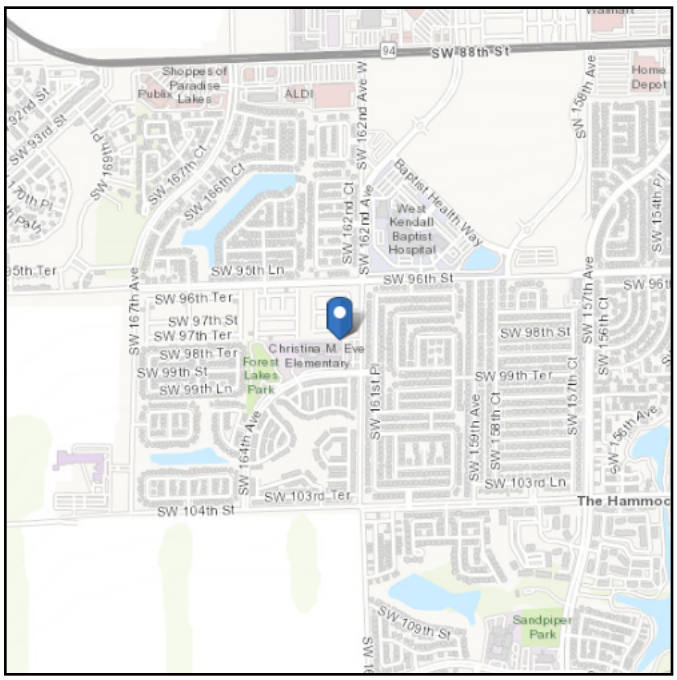
# Wind Load Calculations

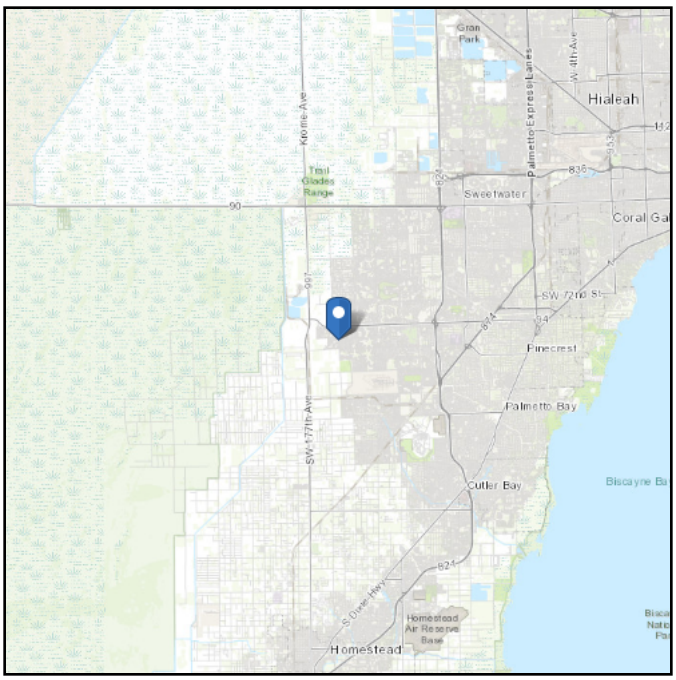
# ASCE Hazards Report

**Address:**
No Address at This Location

**Standard:** ASCE/SEI 7-22
**Risk Category:** III
**Soil Class:** Default

**Latitude:** 25.674831
**Longitude:** -80.458222
**Elevation:** 7.972948293192079 ft (NAVD 88)




## Wind

**Results:**

| | |
|---|---|
| Wind Speed | 176 Vmph *186 MPH PER JURISDICTION REQUIREMENT |
| 10-year MRI | 76 Vmph |
| 25-year MRI | 112 Vmph |
| 50-year MRI | 126 Vmph |
| 100-year MRI | 137 Vmph |
| 300-year MRI | 154 Vmph |
| 700-year MRI | 165 Vmph |
| 1,700-year MRI | 176 Vmph |
| 3,000-year MRI | 182 Vmph |
| 10,000-year MRI | 192 Vmph |
| 100,000-year MRI | 214 Vmph |
| 1,000,000-year MRI | 237 Vmph |

Data Source: ASCE/SEI 7-22, Fig. 26.5-1C and Figs. CC.2-1–CC.2-4, and Section 26.5.2
Date Accessed: Wed Sep 17 2025

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-22 Standard. Wind speeds correspond to approximately a 3% probability of exceedance in 50 years (annual exceedance probability = 0.000588, MRI = 1,700 years). Values for 10-year MRI, 25-year MRI, 50-year MRI and 100-year MRI are Service Level wind speeds, all other wind speeds are Ultimate wind speeds.

Site is in a hurricane-prone region as defined in ASCE/SEI 7-22 Section 26.2. Glazed openings shall be protected against wind-borne debris as specified in Section 26.12.3.

# Seismic

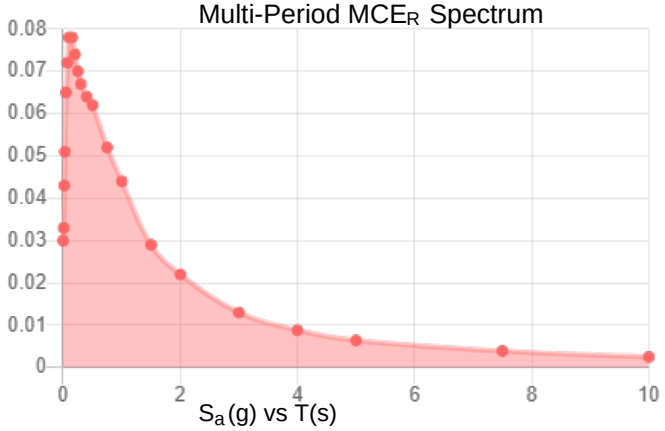
**Site Soil Class:** Default

**Results:**

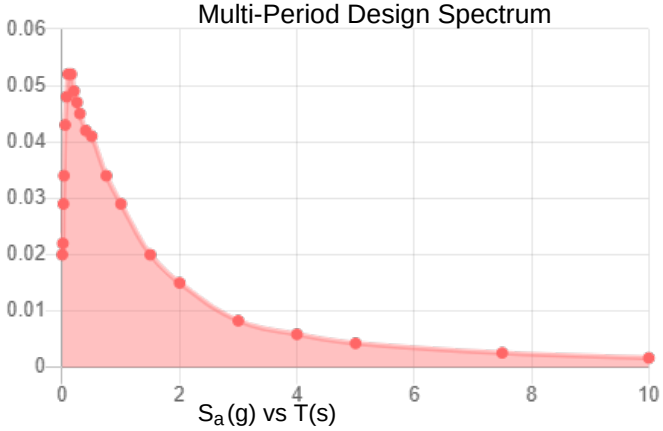
| | | | |
|---|---|---|---|
| $PGA_M$ : | 0.025 | $T_L$ : | 8 |
| $S_{MS}$ : | 0.067 | $S_S$ : | 0.05 |
| $S_{M1}$ : | 0.044 | $S_1$ : | 0.02 |
| $S_{DS}$ : | 0.045 | $V_{S30}$ : | 260 |
| $S_{D1}$ : | 0.029 | | |

**Seismic Design Category: A**

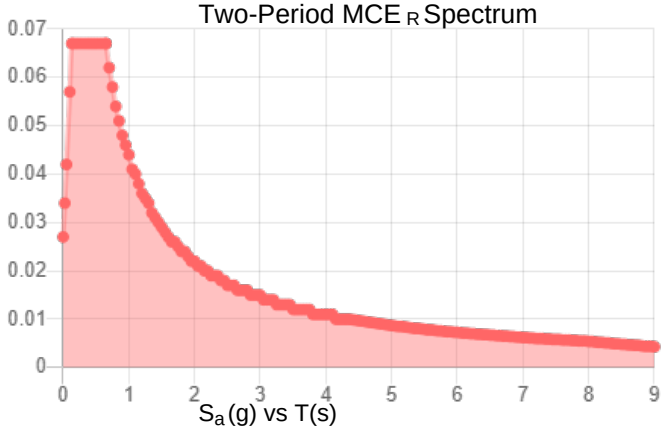
Multi-Period $MCE_R$ Spectrum



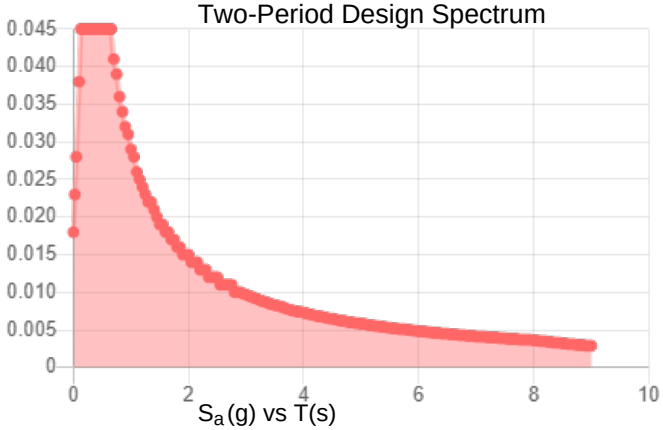

Multi-Period Design Spectrum




Two-Period $MCE_R$ Spectrum




Two-Period Design Spectrum




$MCE_R$ Vertical Response Spectrum

Vertical ground motion data has not yet been made available by USGS.

Design Vertical Response Spectrum

Vertical ground motion data has not yet been made available by USGS.

**Data Accessed:** **Wed Sep 17 2025**

**Date Source:**
**USGS Seismic Design Maps based on ASCE/SEI 7-22 and ASCE/SEI 7-22 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-22 Ch. 21 are available from USGS.**

## Ice

**Results:**

| | |
|---|---|
| Ice Thickness: | N/A |
| Concurrent Temperature: | N/A |
| 3-s Gust Speed | N/A |
| **Data Source:** | Standard ASCE/SEI 7-22, Figs. 10-2 through 10-8 |
| **Date Accessed:** | Wed Sep 17 2025 |

Ice thicknesses on structures in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

Values provided are equivalent radial ice thicknesses due to freezing rain for 250, 500, 1,000, and 1,400-year mean recurrence intervals along with concurrent 3-s gust speeds and concurrent air temperatures. The shading indicates special icing regions, with elevations above 2,100 ft (640 m) in the east, 6,000 ft (1829 m) in the west, and 1,600 ft (488 m) in Alaska, with sparse weather station data for determining design ice loads. In these regions, as well as in regions with complex terrain causing unusual icing conditions and regions where snow or in-cloud icing results in larger loads, the mapped values should be adjusted based on a combination of local historical records and experience, reanalysis data, and numerical weather prediction systems.

## Tornado

Results:

| | RC = III (MRI = 1,700 years) | MRI = 10,000 years | MRI = 100,000 years | MRI = 1,000,000 years | MRI = 10,000,000 years |
|---|---|---|---|---|---|
| **Effective Plan Area ($ft^2$)** | **Tornado Speed (mph)** | **Tornado Speed (mph)** | **Tornado Speed (mph)** | **Tornado Speed (mph)** | **Tornado Speed (mph)** |
| $A_e$ = 1 | $V_T$ = 50 | $V_T$ = 91 | $V_T$ = 132 | $V_T$ = 168 | $V_T$ = 203 |
| $A_e$ = 2,000 | $V_T$ = 50 | $V_T$ = 94 | $V_T$ = 135 | $V_T$ = 170 | $V_T$ = 205 |
| $A_e$ = 10,000 | $V_T$ = 50 | $V_T$ = 97 | $V_T$ = 139 | $V_T$ = 173 | $V_T$ = 207 |
| $A_e$ = 40,000 | $V_T$ = 50 | $V_T$ = 102 | $V_T$ = 144 | $V_T$ = 178 | $V_T$ = 212 |
| $A_e$ = 100,000 | $V_T$ = 50 | $V_T$ = 108 | $V_T$ = 150 | $V_T$ = 182 | $V_T$ = 216 |

| | |
|---|---|
| **Data Source:** | ASCE/SEI Standard 7-22, Figs. 32.5-1, 32.5-2, and G.2-1 through -4 |
| **Date Accessed:** | Wed Sep 17 2025 |

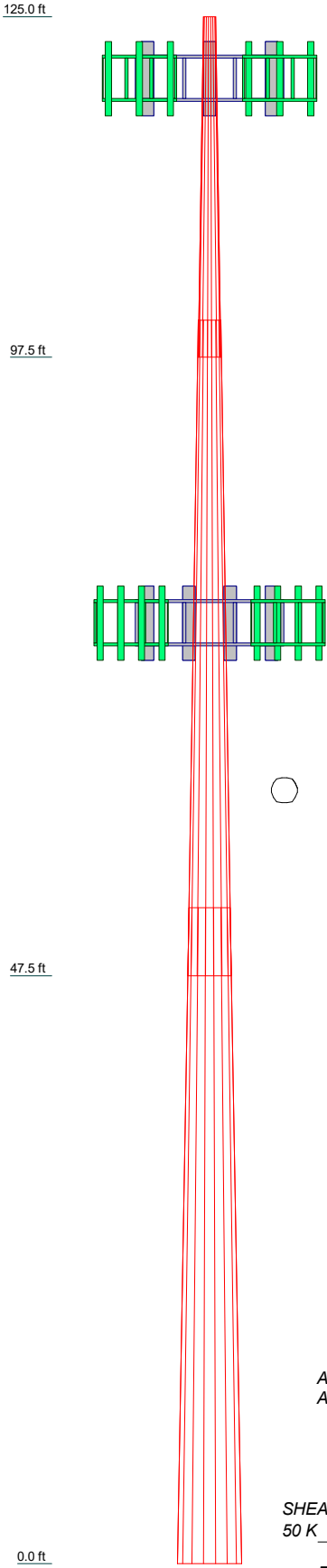
The ASCE Hazard Tool is provided for your convenience, for informational purposes only, and is provided “as is” and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

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# Software Output and Additional Calculations

| Section | Length (ft) | Number of Sides | Thickness (in) | Socket Length (ft) | Top Dia (in) | Bot Dia (in) | Grade | Weight (K) |
|---|---|---|---|---|---|---|---|---|
| 1 | 27'6" | 18 | 0.1875 | 3' | 12.0000 | 22.9720 | | 1.0 |
| 2 | 53' | 18 | 0.2500 | 5'6" | 21.4001 | 42.5480 | A572-65 | 4.5 |
| 3 | 53' | 18 | 0.3125 | | 39.8534 | 61.0000 | | 9.0 |
| | | | | | | | | 14.5 |




## DESIGNED APPURTENANCE LOADING

| TYPE | ELEVATION | TYPE | ELEVATION |
|---|---|---|---|
| AIR 3283 B25 B66 w/ Mount Pipe | 120 | 80010965K w/ Mount Pipe | 76 |
| AIR 3283 B25 B66 w/ Mount Pipe | 120 | 80010965K w/ Mount Pipe | 76 |
| AIR 3283 B25 B66 w/ Mount Pipe | 120 | 80010965K w/ Mount Pipe | 76 |
| AIR 6419 B77D w/ Mount Pipe | 120 | AIR 6449 B77D w/ Mount Pipe | 76 |
| AIR 6419 B77D w/ Mount Pipe | 120 | AIR 6449 B77D w/ Mount Pipe | 76 |
| AIR 6419 B77D w/ Mount Pipe | 120 | AIR 6449 B77D w/ Mount Pipe | 76 |
| MX08FIT665-02E w/ Mount Pipe | 120 | RRUS 32 B30 | 76 |
| MX08FIT665-02E w/ Mount Pipe | 120 | RRUS 32 B30 | 76 |
| MX08FIT665-02E w/ Mount Pipe | 120 | RRUS 32 B30 | 76 |
| RADIO 4490HP B5/B12A | 120 | RRUS 4449 B5/B12 | 76 |
| RADIO 4490HP B5/B12A | 120 | RRUS 4449 B5/B12 | 76 |
| RADIO 4490HP B5/B12A | 120 | RRUS 4449 B5/B12 | 76 |
| RADIO 4408 | 120 | RRUS 32 B66a | 76 |
| RADIO 4408 | 120 | RRUS 32 B66a | 76 |
| RADIO 4408 | 120 | RRUS 32 B66a | 76 |
| RVZDC-6627-PF-48 | 120 | DC6-48-60-18-8F | 76 |
| RVZDC-6627-PF-48 | 120 | DC6-48-60-18-8F | 76 |
| 2.4" x 8' Pipe | 120 | DC6-48-60-18-8F | 76 |
| 2.4" x 8' Pipe | 120 | RRUS 32 B2 | 76 |
| 2.4" x 8' Pipe | 120 | RRUS 32 B2 | 76 |
| SitePro1 RMQP-xxx-HK | 120 | RRUS 32 B2 | 76 |
| (2) ET-X-UW-68-14-65-18-iR-AT w/ Mount Pipe | 76 | 2.4" Dia. x 14-ft | 76 |
| | | 2.4" Dia. x 14-ft | 76 |
| (2) ET-X-UW-68-14-65-18-iR-AT w/ Mount Pipe | 76 | 2.4" Dia. x 14-ft | 76 |
| (2) ET-X-UW-68-14-65-18-iR-AT w/ Mount Pipe | 76 | Platform Mount [LP 602-1] | 76 |

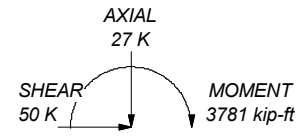
## MATERIAL STRENGTH

| GRADE | Fy | Fu | GRADE | Fy | Fu |
|---|---|---|---|---|---|
| A572-65 | 65 ksi | 80 ksi | | | |

## TOWER DESIGN NOTES

1. Tower is located in Miami-Dade County, Florida.
2. Tower designed for Exposure C to the TIA-222-H Standard.
3. Tower designed for a 186 mph basic wind in accordance with the TIA-222-H Standard.
4. Deflections are based upon a 60 mph wind.
5. Tower Risk Category III.
6. Topographic Category 1 with Crest Height of 0'
7. TOWER RATING: 86.6%

*ALL REACTIONS ARE FACTORED*




*TORQUE 6 kip-ft*
*REACTIONS - 186 mph WIND*


TEP
326 Tryon Road
Raleigh, NC 27603
Phone: (919) 661-6351
FAX: (919) 661-6350


| | | | |
|---|---|---|---|
| Job: 5000919331 - Christina Eve Elementary | | | |
| Project: TEP No. 25824.1086275 | | | |
| Client: Verizon Wireless | Drawn by: mtweavil | App'd: | |
| Code: TIA-222-H | Date: 09/17/25 | Scale: NTS | |
| Path: C:\Users\mtweavil\Desktop\SA\Monopole\Christina Eve\5000919331 - Christina Eve Elementary.eri | | Dwg No. E-1 | |

# Tower Input Data

The tower is a monopole.
This tower is designed using the TIA-222-H standard.
The following design criteria apply:

Tower is located in Miami-Dade County, Florida.
Tower base elevation above sea level: 8'.
Basic wind speed of 186 mph.
Risk Category III.
Exposure Category C.
Simplified Topographic Factor Procedure for wind speed-up calculations is used.
Topographic Category: 1.
Crest Height: 0'.
Deflections calculated using a wind speed of 60 mph.
Non-linear (P-delta) analysis was used.
Pressures are calculated at each section.
Stress ratio used in pole design is 1.
Tower analysis based on target reliabilities in accordance with Annex S.
Load Modification Factors used: $K_{es}(F_w) = 1.0$.
Maximum demand-capacity ratio is: 1.05.
Local bending stresses due to climbing loads, feed line supports, and appurtenance mounts are not considered.

# Options

| | | | | | |
|---|---|---|---|---|---|
| | Consider Moments - Legs | | Assume Legs Pinned | | Calculate Redundant Bracing Forces |
| | Consider Moments - Horizontals | √ | Assume Rigid Index Plate | | Ignore Redundant Members in FEA |
| | Consider Moments - Diagonals | √ | Use Clear Spans For Wind Area | | SR Leg Bolts Resist Compression |
| | Use Moment Magnification | | Use Clear Spans For KL/r | | All Leg Panels Have Same Allowable |
| √ | Use Code Stress Ratios | | Retension Guys To Initial Tension | | Offset Girt At Foundation |
| √ | Use Code Safety Factors - Guys | √ | Bypass Mast Stability Checks | √ | Consider Feed Line Torque |
| | Escalate Ice | √ | Use Azimuth Dish Coefficients | | Include Angle Block Shear Check |
| | Always Use Max Kz | √ | Project Wind Area of Appurtenances | | Use TIA-222-H Bracing Resist. Exemption |
| | Kz In Exposure D Hurricane Region | √ | Alternative Appurt. EPA Calculation | | Use TIA-222-H Tension Splice Exemption |
| | Include Bolts In Member Capacity | | Autocalc Torque Arm Areas | | Poles |
| | Leg Bolts Are At Top Of Section | | Add IBC .6D+W Combination | √ | Include Shear-Torsion Interaction |
| | Secondary Horizontal Braces Leg | √ | Sort Capacity Reports By Component | | Always Use Sub-Critical Flow |
| | Use Diamond Inner Bracing (4 Sided) | | Triangulate Diamond Inner Bracing | | Use Top Mounted Sockets |
| | SR Members Have Cut Ends | | Treat Feed Line Bundles As Cylinder | √ | Pole Without Linear Attachments |
| | SR Members Are Concentric | | Ignore KL/ry For 60 Deg. Angle Legs | | Pole With Shroud Or No Appurtenances |
| | Distribute Leg Loads As Uniform | | Use ASCE 10 X-Brace Ly Rules | | Outside and Inside Corner Radii Are Known |
| | Use Special Wind Profile | | | | |

# Tapered Pole Section Geometry

| *Section* | *Elevation*<br>*ft* | *Section Length*<br>*ft* | *Splice Length*<br>*ft* | *Number of Sides* | *Top Diameter*<br>*in* | *Bottom Diameter*<br>*in* | *Wall Thickness*<br>*in* | *Bend Radius*<br>*in* | *Pole Grade* |
|---|---|---|---|---|---|---|---|---|---|
| L1 | 125'-97'6" | 27'6" | 3' | 18 | 12.0000 | 22.9720 | 0.1875 | 0.7500 | A572-65 (65 ksi) |
| L2 | 97'6"-47'6" | 53' | 5'6" | 18 | 21.4001 | 42.5480 | 0.2500 | 1.0000 | A572-65 (65 ksi) |
| L3 | 47'6"-0' | 53' | | 18 | 39.8534 | 61.0000 | 0.3125 | 1.2500 | A572-65 |

| Section | Elevation<br>ft | Section Length<br>ft | Splice Length<br>ft | Number of Sides | Top Diameter<br>in | Bottom Diameter<br>in | Wall Thickness<br>in | Bend Radius<br>in | Pole Grade |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | (65 ksi) |

## Tapered Pole Properties

| Section | Tip Dia.<br>in | Area<br>$in^2$ | I<br>$in^4$ | r<br>in | C<br>in | I/C<br>$in^3$ | J<br>$in^4$ | It/Q<br>$in^2$ | w<br>in | w/t |
|---|---|---|---|---|---|---|---|---|---|---|
| L1 | 12.1562 | 7.0299 | 123.9285 | 4.1934 | 6.0960 | 20.3295 | 248.0200 | 3.5156 | 1.7820 | 9.504 |
| | 23.2975 | 13.5596 | 889.3325 | 8.0885 | 11.6698 | 76.2082 | 1779.8352 | 6.7811 | 3.7131 | 19.803 |
| L2 | 22.9071 | 16.7826 | 948.4597 | 7.5083 | 10.8712 | 87.2449 | 1898.1674 | 8.3929 | 3.3264 | 13.306 |
| | 43.1658 | 33.5635 | 7586.5422 | 15.0158 | 21.6144 | 350.9951 | 15183.0670 | 16.7849 | 7.0484 | 28.194 |
| L3 | 42.6483 | 39.2196 | 7747.0099 | 14.0370 | 20.2455 | 382.6529 | 15504.2135 | 19.6135 | 6.4642 | 20.685 |
| | 61.8928 | 60.1944 | 28008.6474 | 21.5441 | 30.9880 | 903.8546 | 56054.1493 | 30.1029 | 10.1860 | 32.595 |

| Tower Elevation<br>ft | Gusset Area (per face)<br>$ft^2$ | Gusset Thickness<br>in | Gusset Grade | Adjust. Factor $A_f$ | Adjust. Factor $A_r$ | Weight Mult. | Double Angle Stitch Bolt Spacing Diagonals<br>in | Double Angle Stitch Bolt Spacing Horizontals<br>in | Double Angle Stitch Bolt Spacing Redundants<br>in |
|---|---|---|---|---|---|---|---|---|---|
| L1 125'-97'6" | | | | 1 | 1 | 1 | | | |
| L2 97'6"-47'6" | | | | 1 | 1 | 1 | | | |
| L3 47'6"-0' | | | | 1 | 1 | 1 | | | |

## Feed Line/Linear Appurtenances - Entered As Round Or Flat

| Description | Face or Leg | Allow Shield | Exclude From Torque Calculation | Component Type | Placement<br>ft | Total Number | Number Per Row | Clear Spacing<br>in | Width or Diameter<br>in | Perimeter<br>in | Weight<br>plf |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ********** | | | | | | | | | | | |

## Feed Line/Linear Appurtenances - Entered As Area

| Description | Face or Leg | Allow Shield | Exclude From Torque Calculation | Component Type | Placement<br>ft | Total Number | | $C_AA_A$<br>$ft^2/ft$ | Weight<br>plf |
|---|---|---|---|---|---|---|---|---|---|
| ********** | | | | | | | | | |
| Safety Line 3/8 | A | No | No | CaAa (Out Of Face) | 125' - 0' | 1 | No Ice | 0.04 | 0.22 |
| Step Pegs (5/8" SR) 7-in. w/30" step | A | No | No | CaAa (Out Of Face) | 125' - 0' | 1 | No Ice | 0.03 | 0.49 |
| ********** | | | | | | | | | |
| LDF5-50A(7/8) | C | No | No | Inside Pole | 76' - 0' | 12 | No Ice | 0.00 | 0.33 |
| 860 10014(3/8) | C | No | No | Inside Pole | 76' - 0' | 3 | No Ice | 0.00 | 0.08 |
| FB-L98-002-XXX(3/8) | C | No | No | Inside Pole | 76' - 0' | 3 | No Ice | 0.00 | 0.06 |
| WR-VG86ST-BRD(3/4) | C | No | No | Inside Pole | 76' - 0' | 6 | No Ice | 0.00 | 0.59 |
| ********** | | | | | | | | | |

| Description | Face or Leg | Allow Shield | Exclude From Torque Calculation | Component Type | Placement ft | Total Number | | $C_AA_A$ $ft^2/ft$ | Weight plf |
|---|---|---|---|---|---|---|---|---|---|
| MLCH 12/24 LOW INDUCTION(2) ********** | C | No | No | Inside Pole | 120' - 0' | 2 | No Ice | 0.00 | 3.04 |

## Feed Line/Linear Appurtenances Section Areas

| Tower Section | Tower Elevation ft | Face | $A_R$ $ft^2$ | $A_F$ $ft^2$ | $C_AA_A$ In Face $ft^2$ | $C_AA_A$ Out Face $ft^2$ | Weight K |
|---|---|---|---|---|---|---|---|
| L1 | 125'-97'6" | A | 0.000 | 0.000 | 0.000 | 1.994 | 0.02 |
| | | B | 0.000 | 0.000 | 0.000 | 0.000 | 0.00 |
| | | C | 0.000 | 0.000 | 0.000 | 0.000 | 0.14 |
| L2 | 97'6"-47'6" | A | 0.000 | 0.000 | 0.000 | 3.625 | 0.04 |
| | | B | 0.000 | 0.000 | 0.000 | 0.000 | 0.00 |
| | | C | 0.000 | 0.000 | 0.000 | 0.000 | 0.53 |
| L3 | 47'6"-0' | A | 0.000 | 0.000 | 0.000 | 3.444 | 0.03 |
| | | B | 0.000 | 0.000 | 0.000 | 0.000 | 0.00 |
| | | C | 0.000 | 0.000 | 0.000 | 0.000 | 0.67 |

## Feed Line Center of Pressure

| Section | Elevation ft | $CP_X$ in | $CP_Z$ in | $CP_X$ Ice in | $CP_Z$ Ice in |
|---|---|---|---|---|---|
| L1 | 125'-97'6" | 0.0000 | -0.6319 | 0.0000 | -0.3734 |
| L2 | 97'6"-47'6" | 0.0000 | -0.6535 | 0.0000 | -0.3808 |
| L3 | 47'6"-0' | 0.0000 | -0.6631 | 0.0000 | -0.3840 |

Note: For pole sections, center of pressure calculations do not consider feed line shielding.

## Discrete Tower Loads

| Description | Face or Leg | Offset Type | Offsets: Horz Lateral ft<br>Vert ft<br>ft | Azimuth Adjustment ° | Placement ft | | $C_AA_A$ Front $ft^2$ | $C_AA_A$ Side $ft^2$ | Weight K |
|---|---|---|---|---|---|---|---|---|---|
| ********** ***120*** | | | | | | | | | |
| AIR 3283 B25 B66 w/ Mount Pipe | A | From Centroid-Leg | 4.00<br>-2'<br>0' | 25.0000 | 120' | No Ice | 8.09 | 5.66 | 0.12 |
| AIR 3283 B25 B66 w/ Mount | B | From | 4.00 | 20.0000 | 120' | No Ice | 8.09 | 5.66 | 0.12 |

| Description | Face or Leg | Offset Type | Offsets: Horz Lateral ft / Vert ft | Azimuth Adjustment ° | Placement ft | | $C_AA_A$ Front $ft^2$ | $C_AA_A$ Side $ft^2$ | Weight K |
|---|---|---|---|---|---|---|---|---|---|
| Pipe | | Centroid-Leg | -2'<br>0' | | | | | | |
| AIR 3283 B25 B66 w/ Mount Pipe | C | From Centroid-Leg | 4.00<br>-2'<br>0' | -10.0000 | 120' | No Ice | 8.09 | 5.66 | 0.12 |
| AIR 6419 B77D w/ Mount Pipe | A | From Centroid-Leg | 4.00<br>2'<br>0' | 25.0000 | 120' | No Ice | 3.97 | 2.44 | 0.08 |
| AIR 6419 B77D w/ Mount Pipe | B | From Centroid-Leg | 4.00<br>2'<br>0' | 20.0000 | 120' | No Ice | 3.97 | 2.44 | 0.08 |
| AIR 6419 B77D w/ Mount Pipe | C | From Centroid-Leg | 4.00<br>2'<br>0' | -10.0000 | 120' | No Ice | 3.97 | 2.44 | 0.08 |
| MX08FIT665-02E w/ Mount Pipe | A | From Centroid-Leg | 4.00<br>6'<br>0' | 25.0000 | 120' | No Ice | 12.93 | 7.62 | 0.07 |
| MX08FIT665-02E w/ Mount Pipe | B | From Centroid-Leg | 4.00<br>6'<br>0' | 20.0000 | 120' | No Ice | 12.93 | 7.62 | 0.07 |
| MX08FIT665-02E w/ Mount Pipe | C | From Centroid-Leg | 4.00<br>6'<br>0' | -10.0000 | 120' | No Ice | 12.93 | 7.62 | 0.07 |
| RADIO 4490HP B5/B12A | A | From Centroid-Leg | 4.00<br>-2'<br>0' | 25.0000 | 120' | No Ice | 2.20 | 0.99 | 0.07 |
| RADIO 4490HP B5/B12A | B | From Centroid-Leg | 4.00<br>-2'<br>0' | 20.0000 | 120' | No Ice | 2.20 | 0.99 | 0.07 |
| RADIO 4490HP B5/B12A | C | From Centroid-Leg | 4.00<br>-2'<br>0' | -10.0000 | 120' | No Ice | 2.20 | 0.99 | 0.07 |
| RADIO 4408 | A | From Centroid-Leg | 4.00<br>2'<br>0' | 25.0000 | 120' | No Ice | 0.55 | 0.29 | 0.01 |
| RADIO 4408 | B | From Centroid-Leg | 4.00<br>2'<br>0' | 20.0000 | 120' | No Ice | 0.55 | 0.29 | 0.01 |
| RADIO 4408 | C | From Centroid-Leg | 4.00<br>2'<br>0' | -10.0000 | 120' | No Ice | 0.55 | 0.29 | 0.01 |
| RVZDC-6627-PF-48 | A | From Centroid-Leg | 4.00<br>-6'<br>0' | 25.0000 | 120' | No Ice | 3.79 | 2.51 | 0.03 |
| RVZDC-6627-PF-48 | B | From Centroid-Leg | 4.00<br>-6'<br>0' | 20.0000 | 120' | No Ice | 3.79 | 2.51 | 0.03 |
| 2.4" x 8' Pipe | A | From Centroid-Leg | 4.00<br>-6'<br>0' | 0.0000 | 120' | No Ice | 1.76 | 1.76 | 0.03 |
| 2.4" x 8' Pipe | B | From Centroid-Leg | 4.00<br>-6'<br>0' | 0.0000 | 120' | No Ice | 1.76 | 1.76 | 0.03 |
| 2.4" x 8' Pipe | C | From Centroid-Leg | 4.00<br>-6'<br>0' | 0.0000 | 120' | No Ice | 1.76 | 1.76 | 0.03 |
| SitePro1 RMQP-xxx-HK | C | None | | 0.0000 | 120' | No Ice | 23.14 | 21.40 | 1.95 |

| Description | Face or Leg | Offset Type | Offsets: Horz Lateral ft<br>Vert ft<br>ft | Azimuth Adjustment ° | Placement ft | | $C_AA_A$ Front $ft^2$ | $C_AA_A$ Side $ft^2$ | Weight K |
|---|---|---|---|---|---|---|---|---|---|
| ***76**** | | | | | | | | | |
| (2) ET-X-UW-68-14-65-18-iR-A T w/ Mount Pipe | A | From Centroid-Leg | 4.00<br>0'<br>-1' | -10.0000 | 76' | No Ice | 8.36 | 6.49 | 0.07 |
| (2) ET-X-UW-68-14-65-18-iR-A T w/ Mount Pipe | B | From Centroid-Leg | 4.00<br>0'<br>-1' | 0.0000 | 76' | No Ice | 8.36 | 6.49 | 0.07 |
| (2) ET-X-UW-68-14-65-18-iR-A T w/ Mount Pipe | C | From Centroid-Leg | 4.00<br>0'<br>-1' | 0.0000 | 76' | No Ice | 8.36 | 6.49 | 0.07 |
| 80010965K w/ Mount Pipe | A | From Centroid-Leg | 4.00<br>-2'<br>-1' | -10.0000 | 76' | No Ice | 13.93 | 7.46 | 0.12 |
| 80010965K w/ Mount Pipe | B | From Centroid-Leg | 4.00<br>-2'<br>-1' | 0.0000 | 76' | No Ice | 13.93 | 7.46 | 0.12 |
| 80010965K w/ Mount Pipe | C | From Centroid-Leg | 4.00<br>-2'<br>-1' | 0.0000 | 76' | No Ice | 13.93 | 7.46 | 0.12 |
| AIR 6449 B77D w/ Mount Pipe | A | From Centroid-Leg | 4.00<br>2'<br>-1' | -10.0000 | 76' | No Ice | 4.22 | 2.85 | 0.09 |
| AIR 6449 B77D w/ Mount Pipe | B | From Centroid-Leg | 4.00<br>2'<br>-1' | 0.0000 | 76' | No Ice | 4.22 | 2.85 | 0.09 |
| AIR 6449 B77D w/ Mount Pipe | C | From Centroid-Leg | 4.00<br>2'<br>-1' | 0.0000 | 76' | No Ice | 4.22 | 2.85 | 0.09 |
| RRUS 32 B30 | A | From Centroid-Leg | 4.00<br>-6'<br>-1' | -10.0000 | 76' | No Ice | 2.73 | 1.67 | 0.05 |
| RRUS 32 B30 | B | From Centroid-Leg | 4.00<br>-6'<br>-1' | 0.0000 | 76' | No Ice | 2.73 | 1.67 | 0.05 |
| RRUS 32 B30 | C | From Centroid-Leg | 4.00<br>-6'<br>-1' | 0.0000 | 76' | No Ice | 2.73 | 1.67 | 0.05 |
| RRUS 4449 B5/B12 | A | From Centroid-Leg | 4.00<br>-2'<br>-1' | -10.0000 | 76' | No Ice | 1.97 | 1.41 | 0.07 |
| RRUS 4449 B5/B12 | B | From Centroid-Leg | 4.00<br>-2'<br>-1' | 0.0000 | 76' | No Ice | 1.97 | 1.41 | 0.07 |
| RRUS 4449 B5/B12 | C | From Centroid-Leg | 4.00<br>-2'<br>-1' | 0.0000 | 76' | No Ice | 1.97 | 1.41 | 0.07 |
| RRUS 32 B66a | A | From Centroid-Leg | 4.00<br>-2'<br>-1' | -10.0000 | 76' | No Ice | 2.86 | 1.78 | 0.06 |
| RRUS 32 B66a | B | From Centroid-Leg | 4.00<br>-2'<br>-1' | 0.0000 | 76' | No Ice | 2.86 | 1.78 | 0.06 |
| RRUS 32 B66a | C | From Centroid-Leg | 4.00<br>-2'<br>-1' | 0.0000 | 76' | No Ice | 2.86 | 1.78 | 0.06 |
| DC6-48-60-18-8F | A | From Centroid-Leg | 4.00<br>2' | -10.0000 | 76' | No Ice | 2.04 | 2.04 | 0.02 |

| Description | Face or Leg | Offset Type | Offsets: Horz Lateral ft / Vert ft / ft | Azimuth Adjustment ° | Placement ft | | $C_AA_A$ Front $ft^2$ | $C_AA_A$ Side $ft^2$ | Weight K |
|---|---|---|---|---|---|---|---|---|---|
| DC6-48-60-18-8F | B | From Centroid-Leg | -1' 4.00 2' | 0.0000 | 76' | No Ice | 2.04 | 2.04 | 0.02 |
| DC6-48-60-18-8F | C | From Centroid-Leg | -1' 4.00 2' | 0.0000 | 76' | No Ice | 2.04 | 2.04 | 0.02 |
| RRUS 32 B2 | A | From Centroid-Leg | -1' 4.00 6' | -10.0000 | 76' | No Ice | 2.73 | 1.67 | 0.05 |
| RRUS 32 B2 | B | From Centroid-Leg | -1' 4.00 6' | 0.0000 | 76' | No Ice | 2.73 | 1.67 | 0.05 |
| RRUS 32 B2 | C | From Centroid-Leg | -1' 4.00 6' | 0.0000 | 76' | No Ice | 2.73 | 1.67 | 0.05 |
| 2.4" Dia. x 14-ft | A | From Centroid-Leg | -1' 4.00 0' | 0.0000 | 76' | No Ice | 3.22 | 3.22 | 0.05 |
| 2.4" Dia. x 14-ft | B | From Centroid-Leg | 0' 4.00 0' | 0.0000 | 76' | No Ice | 3.22 | 3.22 | 0.05 |
| 2.4" Dia. x 14-ft | C | From Centroid-Leg | 0' 4.00 0' | 0.0000 | 76' | No Ice | 3.22 | 3.22 | 0.05 |
| Platform Mount [LP 602-1] ********** | C | None | | 0.0000 | 76' | No Ice | 31.07 | 31.07 | 1.34 |

## Compression Checks

## Pole Design Data

| Section No. | Elevation ft | Size | L ft | $L_u$ ft | Kl/r | A $in^2$ | $P_u$ K | $\phi P_n$ K | Ratio $\frac{P_u}{\phi P_n}$ |
|---|---|---|---|---|---|---|---|---|---|
| L1 | 125 - 97.5 (1) | TP22.972x12x0.1875 | 27'6" | 0' | 0.0 | 12.8473 | -3.59 | 751.57 | 0.005 |
| L2 | 97.5 - 47.5 (2) | TP42.548x21.4001x0.25 | 53' | 0' | 0.0 | 31.8221 | -12.83 | 1861.59 | 0.007 |
| L3 | 47.5 - 0 (3) | TP61x39.8534x0.3125 | 53' | 0' | 0.0 | 60.1944 | -26.75 | 3360.38 | 0.008 |

## Pole Bending Design Data

| Section No. | Elevation ft | Size | $M_{ux}$ kip-ft | $\phi M_{nx}$ kip-ft | Ratio $\frac{M_{ux}}{\phi M_{nx}}$ | $M_{uy}$ kip-ft | $\phi M_{ny}$ kip-ft | Ratio $\frac{M_{uy}}{\phi M_{ny}}$ |
|---|---|---|---|---|---|---|---|---|

| Section No. | Elevation ft | Size | $M_{ux}$ kip-ft | $\phi M_{nx}$ kip-ft | Ratio $\frac{M_{ux}}{\phi M_{nx}}$ | $M_{uy}$ kip-ft | $\phi M_{ny}$ kip-ft | Ratio $\frac{M_{uy}}{\phi M_{ny}}$ |
|---|---|---|---|---|---|---|---|---|
| L1 | 125 - 97.5 (1) | TP22.972x12x0.1875 | 254.18 | 402.05 | 0.632 | 0.00 | 402.05 | 0.000 |
| L2 | 97.5 - 47.5 (2) | TP42.548x21.4001x0.25 | 1454.56 | 1632.80 | 0.891 | 0.00 | 1632.80 | 0.000 |
| L3 | 47.5 - 0 (3) | TP61x39.8534x0.3125 | 3780.96 | 4204.84 | 0.899 | 0.00 | 4204.84 | 0.000 |

## Pole Shear Design Data

| Section No. | Elevation ft | Size | Actual $V_u$ K | $\phi V_n$ K | Ratio $\frac{V_u}{\phi V_n}$ | Actual $T_u$ kip-ft | $\phi T_n$ kip-ft | Ratio $\frac{T_u}{\phi T_n}$ |
|---|---|---|---|---|---|---|---|---|
| L1 | 125 - 97.5 (1) | TP22.972x12x0.1875 | 14.25 | 225.47 | 0.063 | 4.30 | 426.26 | 0.010 |
| L2 | 97.5 - 47.5 (2) | TP42.548x21.4001x0.25 | 37.81 | 558.48 | 0.068 | 3.67 | 1961.40 | 0.002 |
| L3 | 47.5 - 0 (3) | TP61x39.8534x0.3125 | 50.04 | 1056.41 | 0.047 | 4.02 | 5614.52 | 0.001 |

## Pole Interaction Design Data

| Section No. | Elevation ft | Ratio $\frac{P_u}{\phi P_n}$ | Ratio $\frac{M_{ux}}{\phi M_{nx}}$ | Ratio $\frac{M_{uy}}{\phi M_{ny}}$ | Ratio $\frac{V_u}{\phi V_n}$ | Ratio $\frac{T_u}{\phi T_n}$ | Comb. Stress Ratio | Allow. Stress Ratio | Criteria |
|---|---|---|---|---|---|---|---|---|---|
| L1 | 125 - 97.5 (1) | 0.005 | 0.632 | 0.000 | 0.063 | 0.010 | 0.642 | 1.050 | |
| L2 | 97.5 - 47.5 (2) | 0.007 | 0.891 | 0.000 | 0.068 | 0.002 | 0.903 | 1.050 | |
| L3 | 47.5 - 0 (3) | 0.008 | 0.899 | 0.000 | 0.047 | 0.001 | 0.909 | 1.050 | |

## Section Capacity Table

| Section No. | Elevation ft | Component Type | Size | Critical Element | P K | $\phi P_{allow}$ K | % Capacity | Pass Fail |
|---|---|---|---|---|---|---|---|---|
| L1 | 125 - 97.5 | Pole | TP22.972x12x0.1875 | 1 | -3.59 | 789.15 | 61.2 | Pass |
| L2 | 97.5 - 47.5 | Pole | TP42.548x21.4001x0.25 | 2 | -12.83 | 1954.67 | 86.0 | Pass |
| L3 | 47.5 - 0 | Pole | TP61x39.8534x0.3125 | 3 | -26.75 | 3528.40 | 86.6 | Pass |
| | | | | | | | Summary | |
| | | | | | | Pole (L3) | 86.6 | Pass |
| | | | | | | **RATING =** | **86.6** | **Pass** |

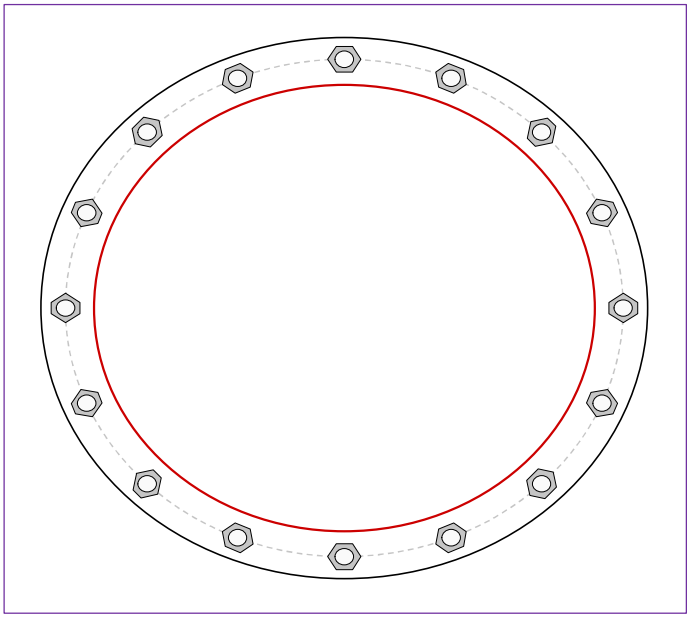
# Monopole Base Plate Connection

| Site Info | |
|---|---|
| Site # | 5000919331 |
| Site Name | Christina Eve Elementar |
| TEP # | 25824.1086275 |

| Analysis Considerations | |
|---|---|
| TIA-222 Revision | H |
| Grout Considered: | No |
| $l_{ar}$ (in) | 0.625 |

| Applied Loads | |
|---|---|
| Moment (kip-ft) | 3781.00 |
| Axial Force (kips) | 27.00 |
| Shear Force (kips) | 50.00 |

**TIA-222-H Section 15.5 Applied*



## Connection Properties

**Anchor Rod Data**

(16) 2-1/4" ø bolts (A615-75 N; Fy=75 ksi, Fu=100 ksi) on 68" BC

**Base Plate Data**

74" OD x 2.25" Plate (A633 Gr. E; Fy=60 ksi, Fu=70 ksi)

**Stiffener Data**

N/A

**Pole Data**

61" x 0.3125" 18-sided pole (A572-65; Fy=65 ksi, Fu=80 ksi)

## Analysis Results

**Anchor Rod Summary** *(units of kips, kip-in)*

| | | |
|---|---|---|
| Pu_t = 165.05 | ϕPn_t = 243.75 | **Stress Rating** |
| Vu = 3.13 | ϕVn = 149.1 | **64.5%** |
| Mu = n/a | ϕMn = n/a | **Pass** |

**Base Plate Summary**

| | | |
|---|---|---|
| Max Stress (ksi): | 24.73 | (Flexural) |
| Allowable Stress (ksi): | 54 | |
| Stress Rating: | **43.6%** | **Pass** |

Analysis Date: 9/17/2025

TEP

**5000919331 - Christina Eve Elementary**

**TEP #:** 25824.1086275

**Analysis:** MTW 9/17/2025

**Check:** SP-SA 9/17/2025

**Design Reaction Comparison Tool**

**Code Revisions:** TIA-222-H **Tower Type:** Monopole

| Monopole | | | | | |
|---|---|---|---|---|---|
| Reactions | Design | Design*1.35 | Analysis | Capacity | Pass / Fail |
| Moment (kips.ft) | 2532 | 3418.2 | 3781 | 105.3% | Fail |
| Axial (kips) | 19.1 | 25.785 | 27 | 99.7% | Pass |
| Shear (kips) | 34.1 | 46.035 | 50 | 103.4% | Fail |

Note 1: Design loads were multiplied by 1.35 for comparison as allowed by TIA-222-H, Section 15.6.2.

Note 2: Rating per TIA-222-H, Section 15.5

**Location One – Bent Tree Elementary School**

**CO-LOCATION LEASE AGREEMENT**

THIS CO-LOCATION LEASE AGREEMENT ("**Lease Agreement**"), is made and entered into this ___ day of _____, 2025, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (the "**LESSOR**" or "**School Board**"), and _____ (the "**LESSEE**" or "_____"). The LESSOR and LESSEE are sometimes referred to in this Lease Agreement individually as a "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, LESSOR owns and has under its jurisdiction certain real property located at 4861 SW 140 Avenue, unincorporated Miami-Dade County, Florida, also described as Folio #30-4922-002-0020 (the "**Site**" or "**School Board-owned Land**"), as more particularly set forth in Article II below; and

WHEREAS, LESSOR operates Bent Tree Elementary School ("**School**") on the Site; and

WHEREAS, New Cingular Wireless PCS, LLC (the "**Current Site Operator**"), leases a portion of an existing School Board-owned cell tower ("**Tower**"), located on the School campus, at an elevation of approximately seventy-six (76) feet, and an area immediately adjacent to the Tower for the installation and operation of the Current Site Operator's land-based telecommunications facilities and equipment (the "**Current Lease Agreement**"); and

WHEREAS, LESSOR has entered into a separate lease agreement with Cellco Partnership, d/b/a Verizon Wireless ("**Verizon**"), for a portion of the Tower, at an elevation of approximately one-hundred twenty-one (121) feet, and an area immediately adjacent to the Tower for the installation and operation of Verizon's land-based telecommunications facilities and equipment; and

WHEREAS, the Current Lease Agreement with the Current Site Operator shall expire on December 29, 2025; and

WHEREAS, in anticipation of the December 29, 2025 expiration of the Current Lease Agreement, LESSOR issued Invitation To Bid # ITB-24-025-VF ("**ITB**"), seeking a Successor Proposer (as such term is defined below and in the ITB) to operate commercial telecommunications facilities on the Tower as a co-locator, along with Verizon, subsequent to the expiration of the term of the Current Lease Agreement; and

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WHEREAS, LESSEE has been designated the Successful Proposer under the ITB (as such term is defined in the ITB), which ITB and all attachments thereto, including the response from LESSEE, is incorporated herein by reference; and

WHEREAS, LESSEE acknowledges and agrees that, as set forth in the ITB and this Lease Agreement, LESSEE shall have a specific period of time to execute this Lease Agreement, complete its on-site investigatory and other due diligence activities (as such term is further defined below), and to notify LESSOR in writing of its desire to move forward or not to move forward with this Lease Agreement, failing which, this Lease Agreement shall automatically terminate by operation of law and be null and void and of no further force and effect; and

WHEREAS, LESSEE acknowledges and agrees that it shall install and operate its commercial telecommunications facilities on the Tower and land area immediately adjacent to the Tower, exclusively as a co-locator, along with Verizon, subject to all terms and conditions set forth herein; and

WHEREAS, LESSEE acknowledges and agrees that Verizon, as the primary tenant, has lease rights to the same Tower and land area immediately adjacent to the Tower on which LESSEE intends to install its communications equipment~~, and LESSEE'S occupancy and use of the Tower is subordinate in right and might to that of Verizon.~~ As such, LESSEE agrees to ~~operate~~ install ~~and maintain~~ its communications equipment within the DEMISED PREMISES (as such term is defined below) in a manner that does not interfere with the installation or operation of Verizon's communications equipment, as further set forth in Article V herein; and

WHEREAS, the Parties acknowledge and agree that in the event of any conflict between the provisions of the ITB and this Lease Agreement, the terms and conditions of this Lease Agreement shall prevail; and

WHEREAS, LESSEE is desirous of leasing from LESSOR, and LESSOR is desirous of leasing to LESSEE, a portion of the Tower and the adjacent equipment area for the installation and operation by LESSEE, as a co-locator, of commercial telecommunications facilities, under the terms and conditions set forth below; and

WHEREAS, the LESSEE has formulated a plan for the operation of its commercial telecommunications facilities on the School Board-owned Land, which the LESSEE represents to be a plan in accordance with all local, County, State, School Board, Federal and/or Centers for Disease Control ("**CDC**") guidelines and requirements related to the COVID-19 pandemic, as such CDC guidelines may be amended from time to time, and has adopted policies and procedures to

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address operational criteria and requirements that may be implemented for any future pandemic ("**Operating Plan**"); and

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized this Lease Agreement in accordance with Board Item E-____, Board Action No. _____, at its meeting of _____, 2025 ("**School Board Authorization To Proceed**"); and

WHEREAS, LESSEE has authorized all signatories to this Lease Agreement, at a meeting duly noticed, held on _____, 20___, in accordance with its By-Laws and regulations and at which meeting a quorum was present, to execute this Lease Agreement on its behalf, and a duly executed Resolution, properly executed by an authorized representative of LESSEE attesting to same, is attached hereto as **Exhibit "A**".

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the LESSOR and LESSEE agree as follows:

**I.**

**RECITALS**

The Parties agree that the above recitals are true and correct and are incorporated herein by reference.

**II.**

**DEMISED PREMISES**

As set forth above, LESSEE shall occupy and use a designated portion of the existing Tower and adjacent land-based equipment area as a co-locator, along with Verizon. Further, LESSEE'S use of the Tower shall only commence subsequent to the expiration of the Current Lease Agreement. As such, the following provisions shall prevail in determining the area(s) to be leased to LESSEE under this Lease Agreement: (1) in the event the Current Site Operator is determined to be the Successful Proposer, the LESSEE shall lease from LESSOR, and LESSOR shall lease to LESSEE, that portion of the Tower and adjacent land-based equipment area now utilized by the Current Site Operator under the Current Lease Agreement. No modification to the portion of the Tower or School Board-owned Land shall be allowed, unless so authorized by LESSOR or its designee; or (2) in the event the Successful Proposer is not the Current Site Operator, in conformance with all other terms and conditions of this Lease Agreement including Article VI, and subsequent to vacation of the Tower and equipment area by the Current Site Operator, LESSEE may either use the portion of the Tower and land-based equipment area previously utilized by the Current Site Operator, or may propose

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another location on the Tower and/or ground not currently in use, for final review and approval by LESSOR or its designee. However, placement of LESSEE'S ground-based equipment shall be strictly limited to the fenced-in area occupied and used by the Current Site Operator, unless a modification to same is authorized by the LESSOR or its designee, at LESSOR'S sole discretion.

Under either of the two options set forth above, and in strict compliance with the provisions set forth in Article XXXIX(Q) of this Lease Agreement, LESSEE, at its sole cost and expense, shall provide a signed and sealed boundary and topographical survey consisting of an 8 ½" x 11"" Sketch To Accompany a Legal Description ("**Survey**") depicting the School Board-owned Land to be leased by LESSEE under this Lease Agreement for review and approval by LESSOR or its designee. Such Survey shall include the area housing the Tower and ground-based equipment, as well as any related above or below grade infrastructure, ingress/egress easements and utility easements, and shall be certified to the LESSOR and the LESSEE. LESSEE covenants and agrees that the Survey shall be used only to define LESSEE'S leasehold interest in the real property, and does not include an ownership interest in the Tower or equipment area. All easements shall be non-exclusive in nature. Once approved by LESSOR or its designee, the Survey shall be attached hereto and become a part hereof as **Exhibit "B**", and shall describe and limit the demised area leased to LESSEE under this Lease Agreement (hereinafter referred to as the "**DEMISED PREMISES**").

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## III.
## TERM

The LESSEE acknowledges and agrees that, as set forth in the ITB and as a condition precedent to commencement of this Lease Agreement, LESSEE shall comply with the provisions of this Article III, and the terms and conditions set forth in Article XXXIX(Q). LESSEE shall fully execute this Lease Agreement (including Exhibit "A" and Exhibit "E") and provide a PDF copy of same, in hand, to LESSOR within fifteen (15) calendar days from School Board Authorization To Proceed, as such date is set forth in the above recitals, unless such period is extended by LESSOR or its designee at LESSOR'S sole authority. The Parties acknowledge and agree that Exhibit "B" and Exhibit "D" will not be attached to the Lease Agreement until completion of LESSEE'S Due Diligence Investigations, as such term is defined in Article XXXIX(Q). Once the Lease Agreement is countersigned on behalf of the School Board, the date on which the last of the Parties initials or executes this Lease Agreement shall serve as the effective date ("**Effective Date**"). Effective with the Effective Date, LESSEE shall have thirty (30) calendar days to complete

its Due Diligence Investigations, as set forth in Article XXXIX(Q), unless LESSOR extends this time period, at the sole discretion of LESSOR or its designee. Subsequent to completion of its Due Diligence Investigations, LESSEE shall provide written notice to LESSOR advising its decision to proceed with this Lease Agreement ("**Lessee's Notice To Proceed**"), or not to proceed with this Lease Agreement ("**Lessee's Notice Not To Proceed**"). In the event LESSEE issues Lesse's Notice To Proceed: (1) if the Successful Proposer is not the Current Site Operator, this Lease Agreement shall commence subsequent to expiration of the Current Lease Agreement, on a date as agreed to by the Parties, but in no event later than ninety (90) calendar days after the expiration of the Current Lease Agreement (as such date is set forth above), unless such period is extended by LESSOR or its designee, at LESSOR'S sole discretion; or (2) if the Successful Proposer is the Current Site Operator, this Lease Agreement shall commence at 12:01 a.m. on the day immediately following the expiration date of said Current Lease Agreement. Commencement of this Lease Agreement under either scenario shall serve as the "**Commencement Date**".

In the event LESSEE issues Lessee's Notice Not To Proceed within the above referenced thirty (30) day period, this Lease Agreement shall terminate and be of no further force and effect effective the date of such notice. If LESSEE fails to issue Lessee's Notice To Proceed, or Lessee's Notice Not To Proceed, within the above referenced thirty (30) day period, unless such period is extended by LESSOR or designee, at LESSOR'S sole option, this Lease Agreement shall immediately terminate by operation of law and be null and void and of no further force and effect. In such an event, LESSOR, at its sole option, may enter into a lease agreement with an alternate bidder, as set forth in the ITB.

The Lease Agreement shall terminate five (5) years after the Commencement Date at 11:59 p.m., unless terminated sooner as provided for in this Lease Agreement (the "**Initial Lease Term**"). The Parties shall acknowledge the actual Commencement Date and termination date in a separate written instrument, which shall be attached hereto as **Exhibit "C**". Notwithstanding the above provisions, for purpose of this Lease Agreement, in the event LESSEE (either as the Current Site Operator or the Successor Proposer), seeks to install new telecommunications facilities, or upgrade or modify any existing telecommunications facilities or infrastructure prior to the above referenced Commencement Date, the Parties acknowledge and agree that this Lease Agreement shall commence effective with the date that LESSEE initiates any construction related activities within the DEMISED PREMISES, and Exhibit "C" shall be so modified and become a

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part hereof.

**IV.**

**RENT**

In compliance with the provisions of the award by the School Board of the above referenced ITB, the annual rental rate for the first one-year period of the Initial Lease Term shall be _____ Dollars ($_____), payable to LESSOR in twelve (12) equal monthly installments of _____ Dollars and _____ Cents ($_____), beginning on the Commencement Date and on the same day of each month thereafter, without demand ("**Rent**"). The annual rental rate for the second one-year period of the Initial Lease Term through and including the fifth one-year period of the Initial Lease Term shall increase each year on the anniversary date of the Commencement Date, by the percent amount set forth in the Consumer Price Index For All Urban Consumers ("**CPI**"), for the preceding month, but in no event shall the amount be adjusted by less than four percent (4%) over the prior year's annual rental rate. The revised annual rental amount shall be due and payable in twelve (12) equal monthly installments as set forth above. All rental payments shall be made payable to "The School Board of Miami-Dade County, Florida", and shall be remitted, without demand, to the following location:

**Miami-Dade County Public Schools**
**Governmental Affairs & Land Use**
**Office of School Facilities**
**Attention: Design & Planning Officer**
**1450 N.E. 2nd Avenue, Room 525**
**Miami, Florida 33132**

If LESSEE fails to pay Rent or any other amounts due ("**Additional Rent**") on or before the due date, LESSEE shall be required to pay a late fee to LESSOR at an Annual Percentage Rate of Prime Rate, as published in the Wall Street Journal or other similar publication in the week where the default takes place, plus two percent (2%), in addition to the past due amount. Failure of LESSEE to make timely payments of Rent and/or pay any Additional Rent due shall constitute a default whereby the LESSOR may terminate this Lease Agreement in compliance with the provisions of Article XVIII.

As set forth elsewhere in this Lease Agreement, in addition to the payment of Rent and Additional Rent, LESSEE shall retain responsibility for any and all expenses related to its operation of the telecommunications facilities. These cost shall include, but are not limited to,

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review and approval of construction plans, utilities, maintenance, permits, fees, jurisdictional approvals, and repair of damaged/destroyed facilities.

**V.**

**INSPECTIONS AND CERTIFICATIONS; USE OF DEMISED PREMISES; COMPLIANCE WITH EMERGENCY ORDERS**

A. **Inspections and Certifications**. In those instances where the Successful Proposer (whether or not the Successful Proposer is also the Current Site Operator) will be installing telecommunications facilities on existing infrastructure, in whole or in part, or continuing to operate existing telecommunications facilities on existing infrastructure, in whole or in part, and regardless of the amount or type of said infrastructure, the Parties acknowledge and agree that for the period preceding the Commencement Date of this Lease Agreement, the Current Site Operator has retained any and all responsibility for the maintenance and repair of the existing telecommunications facilities and infrastructure, including the Tower and ground-based equipment area. In that regard, or as otherwise required by the LESSOR, LESSEE shall, as a part of its Due Diligence Investigations set forth herein, provide LESSOR with signed and sealed certification from a qualified Architect or Engineer, in a form reasonably acceptable to LESSOR or its designee, attesting to the integrity and general state of the existing infrastructure to be retained and used under this Lease Agreement. The required review shall include, but is not limited to, an inspection of electrical and structural systems, and certification by the Architect or Engineer that the facilities were found to be in good condition and deemed structurally and electrically safe for its intended use and occupancy. The review shall also take into consideration the installation and operation by Verizon of its equipment on the Tower. Any and all upgrades or repairs as may be required by the Architect or Engineer to secure the certification, shall be provided by LESSEE at LESSEE'S sole cost and expense. As set forth in Article XXXIX(Q), LESSEE shall complete the required inspection as a part of its Due Diligence Investigations, and shall provide the necessary certification to LESSOR verifying that the facilities were found to be in good condition and deemed structurally and electrically safe for its intended use and occupancy within thirty (30) calendar days of the completion of LESSEE'S due diligence investigations, which documentation shall be attached hereto as **Exhibit "D**", failing which, LESSOR, at its

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sole option, may immediately terminate this Lease Agreement without penalty.

Similarly, LESSOR shall secure an inspection of the DEMISED PREMISES by LESSOR'S Department of Safety and Emergency Management ("**Department of Safety**"), and LESSEE shall provide any repairs, upgrades or certifications necessary to meet the minimum standards required of facilities owned by LESSOR. LESSEE shall correct any deficiencies noted by the Department of Safety within thirty (30) calendar days of receipt of such notice, failing which, LESSOR, at its sole option, may immediately terminate this Lease Agreement without penalty.

In the event the nature and scope of any required repairs noted in the above referenced Architect/Engineer report, or by the Department of Safety, cannot be completed by LESSEE within the period of time set forth above, the LESSOR or its authorized designee may, at LESSOR'S sole authority, grant LESSEE an additional specific period of time to correct the deficiencies.

B. **Use of Demised Premises**. Under the terms and conditions set forth herein, including operating as a co-locator with Verizon, the DEMISED PREMISES shall be used by LESSEE solely for the installation of telecommunications facilities, and operation by LESSEE as a commercial telecommunications provider. LESSEE'S leasehold rights and responsibilities shall include routine maintenance, operation and repair of its equipment, and routine replacement and relocation within the DEMISED PREMISES of related antennas and facilities utilized in its operations. LESSEE acknowledges and agrees that any future maintenance, replacements, upgrades or improvements to the telecommunications facilities shall not materially change use of the DEMISED PREMISES or add new services not originally contemplated or approved by LESSOR under the ITB and this Lease Agreement. Use of the DEMISED PREMISES for any other purpose shall constitute a material breach under this Lease Agreement.

If not already in place, LESSEE, at its sole cost and expense, shall enclose the DEMISED PREMISES by a chain link fence no less than six (6) feet in height, turned down at the top, with a locked access gate, and surrounding landscape that is in compliance with the Miami-Dade County Public Schools ("**District**") landscaping and plant species criteria. No barbed wire, razor wire or similar product shall be permitted. A set of duplicate keys to the enclosed area shall be provided to the School Site Administrator (as such term is hereinafter defined). Thereafter, LESSEE shall maintain

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the fence, gate and related landscaping as a part of its maintenance obligations.

Subject to completion of all Due Diligence Investigations set forth herein and providing Lessee's Notice To Proceed, LESSEE covenants and agrees to accept the DEMISED PREMISES in its "as-is", "where-is" condition and basis with all faults as of the Commencement Date of this Lease Agreement, including any abandoned telecommunications equipment, subject to all easements, covenants and other encumbrances or limitations of record, and LESSOR makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition, environmental condition or appropriateness of the DEMISED PREMISES for LESSEE'S operations or any specific use. In addition, LESSOR shall not provide any capital improvements or complete any repairs or upgrades within the Board-owned Land as a provision of this Lease Agreement. LESSEE, by executing this Lease Agreement, acknowledges that the LESSOR has made no representations whatsoever regarding the DEMISED PREMISES. LESSEE represents that it is relying and will continue to rely solely on its own investigations in its decision to lease the DEMISED PREMISES, and LESSEE further acknowledges and agrees that the LESSOR shall not indemnify the LESSEE in any way with respect to the DEMISED PREMISES. The provisions of this Paragraph shall survive the expiration or the earlier termination of this Lease Agreement.

Other than as stipulated elsewhere in this Lease Agreement, including the provisions of Article VII, LESSEE shall have use of the DEMISED PREMISES at all times.

LESSEE covenants and agrees that operation of its telecommunications facilities shall not cause interference with LESSOR'S telecommunications or other equipment located on the School campus, or with Verizon's operations. In the event LESSEE'S equipment causes such interference, LESSEE shall take immediate action to correct or eliminate such interference, at LESSEE'S sole cost and expense, failing which, LESSOR may, at its option, place LESSEE in default under this Lease Agreement. Further, LESSEE acknowledges and agrees that it may not operate its telecommunications facilities and ancillary equipment on the DEMISED PREMISES in such a manner, or during such hours, as to create a public nuisance or interfere with residential or commercial property owners residing or operating in close proximity to the Site (i.e. continuous operation of an emergency power generator, etc.).

The sale or consumption of alcoholic beverages on the DEMISED PREMISES is expressly prohibited. In addition, LESSEE shall not permit its employees, contractors or invitees to use tobacco products of any kind, including e-cigarettes, while on the DEMISED PREMISES. Use of the

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DEMISED PREMISES for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited. LESSEE shall not commit nor permit any violations of applicable laws, rules and regulations of the LESSOR, including School Board Policies, LESSEE, County, State, or Federal Government upon the DEMISED PREMISES.

C. **Compliance with Emergency Orders**. Notwithstanding any other provisions of the Lease Agreement, LESSEE acknowledges and agrees that LESSEE shall comply with Miami-Dade County Emergency Orders, as each Order may be subsequently modified, extended or amended, as well as any other local, County, State, School Board or Federal Orders and CDC guidelines currently in place or that may be implemented, from time to time, related to a pandemic crisis ("**Emergency Orders**") at all times in LESSEE'S use of the DEMISED PREMISES. These restrictions may include, but are not limited to, social distancing requirements, site supervision to ensure compliance, requirements for Personal Protective Equipment, sanitizing protocols, closure of facilities or restrictions on maximum capacity, inspections, licensing, permitting, etc., by all applicable jurisdictional entities. At the request of LESSOR or its designee, the LESSEE shall provide to the LESSOR sufficient documentation acceptable to the LESSOR certifying compliance, at the LESSEE'S sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the LESSOR relating thereto ("**Certificate of Compliance**"). It is understood and agreed that, by virtue of accepting possession of the DEMISED PREMISES or continuing use and occupancy of same and providing the Certificate of Compliance, the LESSEE certifies to the School Board full compliance therewith, and further represents and certifies to the School Board that it shall continue to be in full compliance, at LESSEE'S sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the School Board relating thereto, until such time as the LESSEE notifies the LESSOR otherwise in compliance with the provisions of Article XXIX of this Lease Agreement. Enforcement of these procedures and mitigating measures by the LESSEE, in accordance with the Operating Plan, is a condition precedent to the LESSEE'S continued occupancy and use of the DEMISED PREMISES under any Emergency Order or School Board Policy related thereto. Non-compliance with the foregoing procedures and requirements shall

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be deemed a material breach of the Lease Agreement and may result in the termination of the Lease Agreement by the LESSOR, without penalty, at the LESSOR'S sole option, as set forth in Article XVIII of the Lease Agreement.

In the event of a dispute of more than 48 hours between LESSOR and LESSEE as to closure of the DEMISED PREMISES, the decision of the Superintendent of Schools shall be deemed final and be followed by immediate implementation of mitigating measures in accordance with the then current guidelines.

**VI.**

**USE OF TOWER AND EQUIPMENT AREA BY LESSOR AND THIRD PARTIES**

As a condition of determining placement of LESSEE'S telecommunications facilities on the Tower and within the ground-based equipment area, including any and all antennae and related infrastructure, provisions shall be made for the installation, maintenance and operation by LESSOR and/or a third party of its telecommunications facilities on the Tower and within the equipment area. In addition to its own use, LESSOR retains the right, at its sole option, to lease available space on the Tower and within the ground-based equipment area to a third party, under terms and conditions acceptable to LESSOR. In such an event, LESSOR or the third party, shall submit technical information (i.e. frequencies to be used, specification of antennae, etc.) to LESSEE, fully describing the type of equipment to be installed, for review by LESSEE. LESSEE'S review shall be solely for technical issues impacting LESSEE'S operations, and shall not include proposed business terms. LESSEE may only object to a proposed installation by LESSOR or a third party if LESSEE can clearly demonstrate that such an installation will impact its own operations. In such an event, the Parties shall work collaboratively and in good faith to identify a solution, failing which, the installation by LESSOR or the third party shall not proceed. In the event of installation of telecommunications facilities by LESSOR or a third party, LESSOR or the third party shall assume responsibility for the operation and maintenance of its facilities. Third parties will be bound by terms and conditions substantially in conformance with the provisions of this Lease Agreement.

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**VII.**

**SUPERVISION AND SECURITY**

In addition to complying with any and all Emergency Orders, as set forth above, and the provisions of Article IX, the LESSEE shall comply with all federal, state, local, School Board and School site (as established and enforced by the School Principal or designee, hereinafter referred to

as the "**School Site Administrator**"), health, safety, and security requirements and criteria, including the Jessica Lunsford Act, and provide proper supervision and security for LESSOR'S students, staff, invitees, visitors and the public in its use of the DEMISED PREMISES, and maintain the DEMISED PREMISES safe and secure at all times. LESSEE shall promptly notify the LESSOR or its designee of any and all notices or communications received by LESSEE from any jurisdictional entity regarding the health, safety, and security of the DEMISED PREMISES, as well as provide notice to LESSOR of any incidents that occurred on the DEMISED PREMISES, in relation to any health and safety issues or law enforcement incidents. Thereafter, LESSEE shall provide the LESSOR with all information reasonably requested by LESSOR, and shall cooperate with LESSOR in implementing any policies or procedures by LESSEE required to mitigate any further incidents in this regard. This representation by LESSEE shall constitute a material inducement for LESSOR to enter into this Lease Agreement.

LESSEE acknowledges and agrees that the School Board, at its sole option, may require the LESSEE to increase, augment or modify the supervision and security provisions, and failure to meet these requirements shall be deemed a material breach of the Lease Agreement, and may result in the termination of the Lease Agreement by the School Board, at the School Board's sole option, as set forth in Article XVIII.

LESSEE further acknowledges and agrees that the School Site Administrator shall have complete authority over any School campus operational issues, including without limitation, security and safety measures impacting School buildings and grounds, and LESSEE shall comply with all such requirements and coordinate with the School Site Administrator on an ongoing basis.

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**VIII.**

**IMPROVEMENTS TO THE DEMISED PREMISES**

In compliance with the terms, conditions and limitations set forth in the ITB, LESSEE'S response thereto, the provisions of the award by the School Board to the Successful Proposer, and the terms and conditions set forth herein, the LESSEE may, with the prior written approval of the LESSOR, or its designee, such approval to be issued at the reasonable discretion of the LESSOR, complete its initial installation of telecommunications facilities, modify existing improvements or infrastructure, and/or construct additional improvements within the DEMISED PREMISES, necessary to facilitate LESSEE'S use of the DEMISED PREMISES, at LESSEE'S sole cost and expense (all such improvements are collectively referred to herein as the "**Work**").

This provision does not apply to routine maintenance and repair of the telecommunications facilities and related infrastructure, unless such repairs or modifications require the issuance of a permit in order to proceed, in compliance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the State Requirements for Educational Facilities and the Florida Building Code. Notwithstanding the foregoing, LESSEE acknowledges and agrees that, at the sole option of LESSOR, construction of improvements or modifications to any portions of the DEMISED PREMISES, including without limitation, open areas, or other exterior or interior common areas resulting in the modification and use of the DEMISED PREMISES, may not take place without an amendment to this Lease Agreement in full compliance with Section 1013.15(1), F.S.

LESSEE acknowledges and agrees that as a precondition to commencing any Work, LESSEE shall be responsible for payment to the LESSOR of all costs borne by the LESSOR for jurisdictional plan review, permitting, and inspections. LESSEE shall submit payment to the LESSOR for the cost of such plan review, permitting and inspection services prior to commencement by the LESSOR'S consultant of such services. LESSEE further acknowledges and agrees that, unless otherwise waived by the District, as a condition precedent to commencing any Work within the DEMISED PREMISES, LESSEE shall prepay to the LESSOR Five Percent (5%) of the estimated cost of the Work, at which time LESSOR shall assign a District representative ("**District Representative**") to assist LESSEE with project management related tasks, including serving as the liaison between the LESSOR and LESSEE for any design and construction activities within the DEMISED PREMISES. In that capacity, the District Representative shall assist LESSEE in preconstruction services, jurisdictional plan review, and other services required to facilitate the Work. LESSEE shall provide funding to LESSOR in the full amount charged for these services, prior to issuance by LESSOR of construction permits. Additionally, LESSEE shall be responsible for all costs associated with design of the Work.

LESSEE agrees that no construction, major repairs, alterations or improvements on the DEMISED PREMISES may be undertaken unless the plans are first submitted to and approved in writing by the LESSOR, or its designee, which approval the LESSOR may not unreasonably withhold. Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. Any and all warranties between LESSEE and its architect/engineer of record shall flow to the LESSOR in the event of errors and omissions, and the LESSOR shall be named as Third Party Beneficiary

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thereof. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District's design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the LESSOR. All Work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the LESSEE shall provide evidence of same to the LESSOR prior to commencement of any Work. In accordance with District and School Board Policies, LESSEE'S contractors must be pre-qualified by the LESSOR before commencing any Work or construction activities on the DEMISED PREMISES.

LESSEE acknowledges and agrees that prior to initiating any demolition activities on the DEMISED PREMISES, or disturbing any existing improvements on the DEMISED PREMISES, LESSEE shall first secure any and all necessary inspections and tests related to the possible presence of asbestos or any other regulated materials or products. All such tests shall be conducted and supervised by the District's Department of Safety, at LESSEE'S sole cost and expense. In the event materials are located that require mitigation/removal, all such mitigation/removal shall be accomplished by the District's Department of Safety, at LESSEE'S sole cost and expense.

The LESSOR'S Building Department shall have sole authority for any Work taking place on the DEMISED PREMISES and shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the LESSOR'S Building Department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, as provided under Article XXXII of this Lease Agreement, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the District's design criteria and standards, as the same may be amended from time to time and as the same may be applicable. All permits shall be properly closed by LESSEE upon completion of the Work, and evidence of same, satisfactory to LESSOR, shall be provided without demand. All Work shall be limited to those areas designated in the plans, and LESSEE shall have no authority to access any other portions of the Site, except as otherwise provided for in this Lease Agreement or as authorized by the LESSOR, or its designee, on an as-needed basis.

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The Work shall conform at all times to safety criteria established with and approved by the LESSOR, or its designee, and shall neither unreasonably disrupt nor interfere with LESSOR'S operations at the School. LESSEE and its contractors shall take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing or other appropriate barriers, and coordinate on an ongoing basis with the School Site Administrator to ensure the safety of the LESSOR'S students, staff, visitors, invitees and the public at all times, and minimize impact on LESSOR'S staff, visitors, invitees and the public at all times during the Work. LESSEE shall make every reasonable effort to ensure that construction related activities to be performed at the DEMISED PREMISES are conducted during other than School hours, and LESSEE'S activities shall neither unreasonably disrupt nor interfere with the School's daily operations, including periods of State mandated testing. In the event such activities must be conducted during School hours, LESSEE and its contractors shall comply with the provisions of the Jessica Lunsford Act.

Prior to the commencement of the Work, LESSEE shall provide the LESSOR, or its designee, with a schedule for the commencement and completion of the Work, for LESSEE'S review and approval. If LESSOR, or its designee, requests that LESSEE cease any work due to unreasonable interference at the School or violation of any applicable rules and regulations or LESSOR'S safety and operational criteria, then LESSEE shall immediately discontinue its activities, and shall proceed only after LESSOR, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized LESSEE to continue.

LESSEE shall cause each and every of its contractors and subcontractors doing work to indemnify, defend and hold harmless the LESSOR, its employees and representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, LESSEE shall require LESSEE'S contractor(s) to provide LESSOR with insurance certificates evidencing insurance coverage and limits meeting, at a minimum, the following requirements : (1) Commercial General Liability Insurance in an amount not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of LESSEE'S contractor, in an amount not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of LESSEE'S contractor as required by Florida Statutes, and (4) Property Insurance. "The School Board of Miami-Dade County, Florida,

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and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. LESSEE'S contractors and subcontractors shall maintain such insurance at all times while conducting construction related activities throughout the term of this Lease Agreement.

The LESSEE covenants and agrees that it shall indemnify and hold harmless LESSOR from and against any and all claims, liens, suits, actions or causes of action, to the extent they are caused by any construction costs and expenses for improvements made by LESSEE within the DEMISED PREMISES or elsewhere on the Site. In addition, LESSEE shall cause each and every of its contractors and subcontractors performing work at the DEMISED PREMISES (hereinafter collectively referred to as "**Lessee's Contractors**", and individually as the "**Lessee's Contractor**") to further covenant and agree, at Lessee's Contractors' own expense, and upon written request by the LESSOR, to indemnify and hold harmless LESSOR from any suit, action or demand brought against the LESSOR on any claim or demand to the extent caused by Lessee's Contractors performance under any contract by and between LESSEE and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of this Lease Agreement. Furthermore, LESSEE and/or its assigns shall cause the indemnification provision in its Contract with Lessee's Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between LESSEE and/or its assigns and any Lessee's Contractors.

Notwithstanding the above, LESSEE agrees, at its own expense, and upon written request by the LESSOR, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to any construction costs and expenses for improvements made by LESSEE within the DEMISED PREMISES or elsewhere on the School campus, and to cause each and every of Lessee's Contractors to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to any construction costs and expenses for improvements made by Lessee's Contractors.

If, as a result of LESSEE'S actions in the performance of the Work, or failure to act, portions of the DEMISED PREMISES or Site are damaged, in the sole opinion of the LESSOR, then the LESSEE shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to such action. LESSEE shall complete the necessary repairs within thirty (30) days of receipt of written notice from the LESSOR. In the event that the

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LESSEE is unable to complete the work within said thirty (30) day period, LESSEE shall provide LESSOR with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If LESSEE fails to complete the repair work within the prescribed time frame, then the LESSOR, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at LESSEE'S sole cost and expense. LESSEE covenants and agrees that it shall reimburse LESSOR for this work within thirty (30) days of receipt from LESSOR of an invoice for same, accompanied by such documentation as may be reasonably required by LESSEE to substantiate the nature and completeness of the work. In the alternative, LESSOR may instead place LESSEE in default under this Lease Agreement.

Notwithstanding the foregoing, in the event of damage to the DEMISED PREMISES or elsewhere on the Site caused by LESSEE or its agents, contractors or invitees, resulting in a significant impact to operations or the safety and well-being of LESSOR'S students, staff and visitors, and requiring immediate repair, as determined by LESSOR at LESSOR'S sole discretion, LESSOR may, at LESSOR'S sole discretion, complete the necessary repairs, at LESSEE'S sole cost and expense.

If required by the LESSOR, at the LESSOR'S sole discretion, prior to the start of any construction activities at the DEMISED PREMISES, and irrespective of LESSEE'S estimate of the cost of construction of the improvements, LESSEE shall provide to LESSOR a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by the LESSOR. The Bond may be in the form described in Florida Statutes §255.05 or otherwise, so long as all protections and relevant provisions set forth in §255.05 are provided to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Lease Agreement.

LESSEE shall not permit any liens or notices of violation to be filed or attached to the DEMISED PREMISES or Site for any reason whatsoever, including, but not limited to, as a result of the Work performed by LESSEE pursuant to this Lease Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida or any other jurisdiction, LESSEE shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of LESSEE, and LESSEE shall cure said violation(s)

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within thirty (30) days of receipt thereof, at LESSEE'S sole cost and expense. Should LESSEE fail to comply with this requirement, then LESSOR may, by its own effort, cause such notice of violation to be removed of record, and LESSEE shall be liable to the LESSOR for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the LESSOR.

It is expressly understood by the Parties that LESSEE shall not commence any of the Work or construction activities within the DEMISED PREMISES or at or about the Site until LESSOR, or its designee, has received all items stipulated in this Lease Agreement and has notified LESSEE, in writing, that it is authorized to start the Work. At the completion of the Work, the LESSEE shall secure an inspection of the DEMISED PREMISES from LESSOR'S designee, verifying that the work on the DEMISED PREMISES has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the LESSOR'S designee attests to the satisfactory completion of the Work. In addition, the LESSEE agrees that the LESSEE or the Lessee's Contractors shall restore the DEMISED PREMISES to a condition that is safe and usable, including without limitation, the removal and/or disposal of equipment, materials, personal property, debris and/or trash, all at the sole cost and expense of the LESSEE. The LESSEE shall provide to the LESSOR all as-built drawings, Warranties, test data, and any other documents related to the Work, and will provide proof of closure of any and all permits related to the Work, without demand and at no cost to the LESSOR. All improvements constructed by the LESSEE on the DEMISED PREMISES or elsewhere on the Site pursuant to this Lease Agreement shall be removed by LESSEE at LESSEE'S expense, at the cancelation, termination or expiration of this Lease Agreement, in conformance with Article XXII.

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**IX.**

**ROUTINE MAINTENANCE AND CUSTODIAL SERVICES; SITE ACCESS FOR MAINTENANCE OR ANY OTHER OPERATIONAL ACTIVITIES**

**A. Routine Maintenance and Custodial Services**: Other than as set forth elsewhere in this Lease Agreement, LESSEE shall be responsible, at its sole cost and expense, for any and all maintenance and repair of its telecommunications facilities and related infrastructure located within the DEMISED PREMISES or elsewhere on the Site. Additionally, LESSEE shall be responsible, at its sole cost and expense, for providing any and all janitorial/custodial services within the DEMISED PREMISES or elsewhere on the Site as reasonably required

by LESSOR, as a result of LESSEE'S installation and operation of its telecommunications facilities. LESSEE acknowledges and agrees that, for any and all maintenance activities (including relocating, replacing, upgrading, adding or modifying telecommunications facilities or infrastructure) requiring issuance of a permit, the District's Building Code Compliance Department shall be contacted prior to commencing any such activities, and the provisions of Article VIII shall govern.

LESSEE'S maintenance responsibilities shall include, but are not limited to, any and all repairs to the Tower and ground-based equipment dealing with LESSEE'S telecommunications facilities and/or infrastructure, or caused by the installation and operation of LESSEE'S telecommunications facilities and/or infrastructure; mowing and cleaning of the grounds within any enclosed area housing the telecommunications facilities; fencing and gates used to enclose an area housing the telecommunications facilities; any area of the Site impacted by repairs to or replacement of LESSEE'S utility services running under, over or through the Site; any other equipment, systems or services utilized in the operation of the telecommunications facilities; and maintenance and/or custodial requirements as reasonably required by LESSOR.

For avoidance of doubt, LESSOR shall have no responsibility for any maintenance, repair, custodial and janitorial functions or services required as a result of the installation and operation of LESSEE'S telecommunications facilities. Further, as set forth in Article V(B), any proposed improvements, upgrades or maintenance to the telecommunications facilities shall be routine in nature, and not add new services or features not originally contemplated or approved by LESSOR under the ITB and this Lease Agreement.

In the event of damage to School buildings, improvements or grounds as a result of maintenance activities, or lack thereof, by LESSEE, or caused as a result of LESSEE'S operations within the DEMISED PREMISES, LESSEE agrees to restore within thirty (30) days of notice by LESSOR or its designee, at LESSEE'S sole cost and expense, any damage to the DEMISED PREMISES or any School Board buildings, improvements or grounds impacted by LESSEE, its agents, contractors or invitees, to the same condition as they were prior to the Commencement Date. If LESSEE fails to complete the repair work within said thirty (30) day period, LESSEE shall provide LESSOR with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If LESSEE fails to complete the repair work within the prescribed time frame, then the BOARD, at its sole option, shall have the

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right, but not the obligation, to make the necessary repairs, at LESSEE'S sole cost and expense. LESSEE covenants and agrees that it shall reimburse the BOARD for this work within thirty (30) days of receipt from the BOARD of an invoice for same, accompanied by such documentation as may be reasonably required by LESSEE to substantiate the nature and completeness of the work. In the alternative, the BOARD may instead place LESSEE in default under this Lease Agreement.

Notwithstanding the above or any other provision of this Lease Agreement, while operating under any Emergency Order or School Board Policy relating thereto, the LESSEE shall be solely legally responsible and fully liable for compliance with all maintenance requirements and mitigating measures, at LESSEE'S sole cost and expense. Enforcement of these procedures is a condition precedent to LESSEE'S continued use and occupancy of the DEMISED PREMISES under any Emergency Order or School Board Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Lease Agreement, and may result in the cancelation of this Lease Agreement, at the School Board's sole option, as set forth in Article XVIII. Occupancy of the DEMISED PREMISES by LESSEE while operating under any Emergency Order or School Board Policy relating thereto shall be deemed a representation to LESSOR, on which LESSOR will rely, that LESSEE is in full compliance with all Emergency Orders, and will continue to be in full compliance with all applicable Emergency Orders.

**B.** **Site Access to facilitate Maintenance or any other Operational Activities:** LESSEE acknowledges and agrees that the DEMISED PREMISES is located on an active School campus. Access to the Site to conduct Maintenance or any other operational activities, as set forth in Article IX(A), shall be accomplished in full compliance with all provisions of this Lease Agreement, including Articles VII and XXXII. In that regard, the following process shall be observed for all activities impacting the Site:

1. **Routine Maintenance activities during regular School hours**:
   a. LESSEE shall contact the School Site Administrator or designee in advance to schedule a time for the on-site maintenance activity, which maintenance activities shall not conflict with ongoing School operations. Any potential activities of LESSEE that may be disruptive to School operations shall be scheduled during other than School hours.

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2. **Routine Maintenance activities during non-School hours**:

a . Any and all maintenance activities by LESSEE that will take place while School events or functions are being conducted during other than regular School hours (i.e. sporting events, after school functions, etc.), must be coordinated and scheduled in advance with the School Site Administrator;

b. Other than the above, given that the Tower and ground-based equipment are freestanding in nature, and can be accessed by LESSEE without the need to gain access to any School buildings, LESSEE may access the telecommunications facilities during non-School hours to conduct maintenance activities without having to first contact the School Site Administrator or designee. Any such access by LESSEE, or its contractors, agents, representatives or employees, shall be confined to the non-exclusive ingress/egress easement set forth in Exhibit "B".

## X.
## INSURANCE

In addition to the provisions set forth in Article XIII of this Lease Agreement, the LESSEE shall, on or before the Effective Date of this Lease Agreement, provide the LESSOR with proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: $ 1,000,000 Each Accident
$ 1,000,000 Disease - Policy Limit
$ 1,000,000 Disease - Each Employee

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B. Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 2,000,000 General Aggregate
$ 2,000,000 Products/Completed Operations Aggregate
$ 1,000,000 Personal and Advertising Injury
$ 1,000,000 Each Occurrence

LESSEE shall name the LESSOR as an additional insured on a form no more restrictive than the CG20 10.

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Lease Agreement. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 1,000,000 Each Occurrence - Bodily Injury and Property

D. Property Insurance covering LESSEE'S contents within the DEMISED PREMISES.

"The School Board of Miami-Dade County, Florida, and its members, officers and employees" shall be named as an additional insured on all liability coverages except Workers' Compensation Insurance. Proof of coverage shall be provided to the LESSOR on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the LESSOR on or before the Effective Date of this Lease Agreement, and shall remain in full force and effect during the term of this Lease Agreement, and the LESSEE shall furnish the LESSOR evidence of renewals of

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such insurance policies no less than thirty (30) days prior to the expiration of the then current policies.

**XI.**

**UTILITIES AND OTHER SERVICES**

The Current Site Operator is utilizing electrical service and cable through one or more existing utility easements or other authorized means. LESSEE is to make every effort to utilize this same means of providing electrical service and cable to its telecommunications facilities. LESSOR shall cooperate with LESSEE in the event modifications to any existing easement or means of supplying electrical service and cable is required. Notwithstanding this provision, the LESSEE shall be responsible for installation and payment of any and all utilities serving LESSEE'S operations within the DEMISED PREMISES. LESSEE shall install separate services and/or meters in its name and shall pay for such services at its sole cost and expense. Only in the event separate service cannot be installed, and subject to written approval by LESSOR or its designee, LESSEE may utilize LESSOR'S utility services, and shall reimburse LESSOR for same within thirty (30) days of receiving an invoice from the LESSOR or its designee. In addition, LESSEE agrees to reimburse LESSOR for any and all expenses incurred by LESSOR in establishing and maintaining a separate billing process, including, but not limited to, installation of a sub-meter and reimbursement for District staff time utilized to create and process invoices.

**XII.**

**INDEMNIFICATION AND HOLD HARMLESS**

LESSEE shall hold harmless and indemnify the LESSOR, its members, officers and employees, against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property to the extent caused by the performance of this Lease Agreement (including goods and services provided thereto) by or on behalf of LESSEE. These indemnity obligations shall not apply to the extent said claims arise out of, pertain to, or relate to the negligence of the LESSOR or LESSOR's agents, directors officers, employees and independent contractors. As further set forth in Article XXXI, LESSEE shall be strictly liable and hold the School Board harmless for any losses or claims that may arise related to its use of an emergency stand-by generator, fuel tank or related infrastructure, including without limitation the cost of remediation of the DEMISED PREMISES or Site, and any other adjacent properties which

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may be owned by the School Board or third parties. Notwithstanding the above or any other provision of this Lease Agreement, LESSEE agrees that, while operating under any Emergency Order or School Board Policy relating thereto, the LESSEE shall indemnify and hold harmless and defend the School Board, its employees, agents and representatives, from any and all liability, damages, expenses, including attorney's fees and court costs through all appeals, claims and lawsuits to the extent caused by LESSEE'S negligent implementation of the Operating Plan.

Notwithstanding the above, LESSEE agrees, at its own expense, and upon written request by the LESSOR, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to LESSEE'S performance under this Lease Agreement.

In addition, LESSEE agrees, at its own expense, and upon written request by the LESSOR, to defend any suit, action or demand brought against the LESSOR on any claim or demand to the extent caused by the negligent performance or failure of performance of the LESSEE under this Lease Agreement. Further, LESSEE shall indemnify LESSOR against any successful Claims Bill imposed on the LESSOR to the extent caused by LESSEE'S actions under this Lease Agreement, and shall make payment under any such successful claim.

The provisions of this Article shall survive the termination or cancellation of this Lease Agreement.

Nothing in this Lease Agreement is intended to operate as a waiver of LESSOR'S sovereign immunity.

**XIII.**

**NO LIABILITY FOR PERSONAL PROPERTY**

LESSEE agrees to insure or self-insure its interests in personal property to the extent it deems necessary or appropriate and hereby waives all rights to recovery for loss or damage of such property by any cause whatsoever. LESSEE hereby waives all rights of subrogation under any policy or policies it may carry on property placed or moved on the DEMISED PREMISES.

**XIV.**

**LIABILITY FOR DAMAGE OR INJURY**

The LESSOR shall not be liable for any damage or injury which may be sustained by the LESSEE on or about the DEMISED PREMISES or Site, other than damage or injury resulting from the negligent performance or failure of performance on the part of the LESSOR, its agents,

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representatives or employees, and in such event the LESSOR'S liability shall be subject to the limits of Section 768.28, Florida Statutes. LESSOR shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

Notwithstanding the above or any other provision of this Lease Agreement, LESSEE agrees that, while operating under any Emergency Order or School Board Policy relating thereto, the LESSEE shall provide proof of insurance with coverages acceptable to the School Board's Office of Risk Management, which shall include a self-insured retention with limits not less than $300,000.

The provisions of this Article shall survive the expiration, or early termination or cancellation of this Lease Agreement.

**XV.**

**ASSIGNMENT AND SUBLETTING**

Other than as set forth below, LESSEE shall not, at any time during the term of this Lease Agreement, sublet in part or whole the DEMISED PREMISES, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Lease Agreement or any portion or part thereof, or allow any other individual or entity to operate or manage the DEMISED PREMISES, or permit the DEMISED PREMISES to be occupied by other persons, firms, corporations, or governmental units, without the LESSOR'S prior written consent, which may be withheld at the LESSOR'S sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a material breach under this Lease Agreement, and may result, at LESSOR'S sole option and without penalty, in the cancelation of this Lease Agreement, as set forth in Article XVIII.

Notwithstanding the above, in the event LESSEE merges with or acquires another commercial telecommunications company resulting in a change to the legal name of LESSEE, or if LESSEE'S legal name should change for any other reason, LESSEE shall be required to provide Notice to LESSOR in compliance with Article XXIX within sixty (60) days of said event, which Notice shall include documentation satisfactory to the School Board Office of General Counsel, evidencing same. Any such change shall be memorialized by way of, and subject to, the terms and conditions of an amendment to this Lease Agreement, which amendment shall require any new entity to have all rights and obligations of the LESSEE under this Lease Agreement, and to assume all duties and obligations of the LESSEE under said Lease Agreement as the successor

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lessee. The Superintendent of Schools shall be authorized to finalize terms and conditions of any such amendment and to execute same.

**XVI.**

**EXTENSION OF TERM**

The term of this Lease Agreement may be extended for three (3) additional terms of five (5) years each, under the same terms and conditions contained in this Lease Agreement, at LESSOR'S sole option, and provided LESSEE is not in default of the terms of this Lease Agreement and gives written notice to LESSOR seeking such an extension a minimum of one hundred eighty (180) days prior to the end of the Initial Lease Term or the then current term. The annual rental rate during each one-year period of each such five (5) year extension shall increase on the anniversary date of the Commencement Date, by the percent amount set forth in the CPI for the preceding month, but in no event shall the amount for each one-year period of each extension be adjusted by less than four percent (4%) over the prior year's annual rental rate. The revised annual rental amount shall be due and payable in twelve (12) equal monthly installments as set forth in Article IV. Any extensions of the term of this Lease Agreement shall be facilitated through the execution by the Parties of an amendment to this Lease Agreement.

In addition to the above, the Lease Agreement may be extended, if needed, for a period of ninety (90) days beyond the expiration of the then current term, at the LESSOR'S sole option.

**XVII.**

**CANCELLATION**

In addition to the provisions of Articles III, XVIII, XXX and XXXIX(Q) or any other provisions of this Lease Agreement, LESSEE shall have the right to cancel this Lease Agreement at any time, without cause or penalty, by giving the LESSOR written notice at least one (1) year prior to the effective date of said cancellation.

In addition to the provisions of Articles III, XVIII, XXX and XXXIX(Q) or any other provisions of this Lease Agreement, LESSOR may cancel this Lease Agreement, without cause or penalty, at any time during the Initial Lease Period or any extensions thereof: (1) if the LESSOR sells the DEMISED PREMISES, by giving the LESSEE written notice at least nine (9) months prior to the effective date of said cancellation; (2) if the DEMISED PREMISES is required for a District purpose, as it may be solely determined by the LESSOR, by giving the LESSEE written notice at least twelve (12) months prior to the effective date of said cancellation; and (3) notwithstanding

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the preceding, LESSOR may cancel the Lease Agreement at will, by giving the LESSEE written notice at least twelve (12) months prior to the effective date of said cancellation. In addition to the above, LESSOR may cancel the Lease Agreement for cause and without penalty, in the event of an uncured material breach by LESSEE, as set forth below.

In the event of cancellation by either Party, LESSEE shall surrender and vacate the DEMISED PREMISES in compliance with Article XXII of this Lease Agreement.

**XVIII.**

**DEFAULT**

LESSOR shall notify LESSEE in writing regarding LESSEE'S failure to perform or to comply with the terms and condition of this Lease Agreement. If LESSEE fails to cure the default within thirty (30) days after receiving written notice or does not provide LESSOR with a written response indicating the status of LESSEE'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, LESSOR shall have the right to cancel this Lease Agreement, without penalty, upon ten (10) days additional written notice to LESSEE. Notwithstanding the above or any other provision of this Lease Agreement, LESSEE agrees that, while operating under any Emergency Order or School Board Policy relating thereto, LESSEE shall have three (3) business days from the date it receives written notice to cure any default impacting its violation of the Emergency Order or School Board Policy relating thereto, failing which the LESSOR may immediately cancel this Lease Agreement, irrespective of any other provisions of this Lease Agreement.

LESSEE shall notify LESSOR in writing regarding LESSOR'S failure to perform or to comply with the terms and conditions of this Lease Agreement. If LESSOR fails to cure the default within thirty (30) days after receiving written notice or does not provide LESSEE with a written response indicating the status of LESSOR'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, LESSEE shall have the right to cancel this Lease Agreement, without penalty, upon ten (10) days additional written notice to LESSOR.

Notwithstanding the above, the Parties acknowledge and agree that any material breach of this Lease Agreement by LESSEE beyond the Cure Period (defined below) may result in the cancellation of this Lease Agreement by LESSOR, irrespective of any other provisions of this

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Lease Agreement. LESSOR shall provide LESSEE with written notice of a material breach of this Lease Agreement, specifying the facts that form the basis of the material breach. LESSEE shall have three (3) business days from the date it receives the written notice to cure the material breach ("**Cure Period**"). The following shall constitute a material breach on the part of LESSEE: (1) other than discontinuing on-site commercial telecommunications operations to protect the health and wellbeing of employees and contractors during a health emergency, failure to operate LESSEE'S commercial telecommunications activities on the DEMISED PREMISES for more than one-hundred twenty (120) consecutive days after the Commencement Date of this Lease Agreement, (2) failure to comply with the Jessica Lunsford Act, (3) failure to comply with Article XXI of this Lease Agreement regarding infrastructure improvements and regulatory compliance, (4) failure to pay taxes or special assessments as outlined in Article XXI of this Lease Agreement, (5) in the event the tax-exempt status of the DEMISED PREMISES or Site is rescinded or is at risk of being rescinded, as outlined in Article XXXIX(K) of this Lease Agreement, (6) unauthorized assignment or sublet of the DEMISED PREMISES, (7) failure to pay Rent, Additional Rent or any other expenses to LESSOR as provided for in Article IV of this Lease Agreement, (8) use of the DEMISED PREMISES for any reason not provided for in Article V of this Lease Agreement, (9) failure to comply with COVID-19 or future pandemic protocols, including any and all Emergency Orders and the provisions of the Certificate of Compliance, as set forth in Article V of this Lease Agreement; and (10) failure to meet Supervisions and Security requirements, as outlined in Article VII.

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**XIX.**

**PEACEFUL POSSESSION**

Subject to the terms, conditions and covenants of this Lease Agreement, LESSEE shall and may peaceably have, hold and enjoy the above described DEMISED PREMISES, without hindrance or interference by the LESSOR.

**XX.**

**LESSOR'S RIGHT OF ENTRY**

Other than in event of an emergency, after first providing reasonable notice to LESSEE, the LESSOR, or any of its agents, representatives or employees, shall have the right to enter said DEMISED PREMISES at any time to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the DEMISED

PREMISES or Site, provided such activities do not unreasonably interfere with LESSEE'S use of the DEMISED PREMISES.

**XXI.**

**TAXES AND REGULATORY COMPLIANCE**

LESSEE shall be responsible for payment of any taxes, fees or other assessments, including but not limited to sales tax, ad valorem tax, all licenses, permits or other taxes which may be imposed on the DEMISED PREMISES or the Site, as a result of the leasing, use and occupancy of the DEMISED PREMISES by LESSEE.

If at any time during the term of this Lease Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to LESSEE'S lease, use or occupancy of the DEMISED PREMISES, LESSEE acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, at LESSEE'S sole cost and expense.

Non-compliance with the provisions of this Article XXI shall be deemed a material breach of this Lease Agreement.

**XXII.**

**SURRENDER OF PREMISES**

Except as otherwise provided in this Lease Agreement, LESSEE agrees, at the expiration, termination or cancellation of this Lease Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the DEMISED PREMISES to LESSOR in good order and repair and in as good condition as existed on the Commencement Date of this Lease Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. The LESSEE shall be required to promptly remove all of LESSEE'S personal property and other items belonging to LESSEE from the DEMISED PREMISES, including any signage installed by LESSEE. LESSEE shall be required to remove improvements or facilities constructed or installed by LESSEE, including any telecommunications facilities and related infrastructure, provided to do so does not negatively impact LESSOR'S buildings, grounds or other improvements located on the Site, and to restore the DEMISED PREMISES to the same condition as existed before the Commencement Date of this Lease Agreement. In the course of removing its telecommunications facilities from the Tower and ground-based equipment area, LESSEE shall not impact the structural integrity or viability of the Tower, or impact the ongoing operations of any users of the Tower and ground-based equipment area. LESSEE, as a condition of its surrender of the DEMISED PREMISES, shall work

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collaboratively with the LESSOR to address any issues or concerns related to removal of LESSEE'S telecommunications facilities, and LESSEE acknowledges and agrees that LESSOR'S directives in this regard shall govern. If LESSEE fails to remove its improvements and facilities within a reasonable time frame as established by LESSOR, then the LESSOR, at its sole option, shall have the right, but not the obligation, to remove the facilities at LESSEE'S sole cost and expense. LESSEE covenants and agrees that it shall reimburse LESSOR for this work within thirty (30) days of receipt from LESSOR of an invoice for same, accompanied by such documentation as may be reasonably required by LESSEE to substantiate the nature and completeness of the work. LESSEE shall promptly return all keys and other items belonging to LESSOR and shall coordinate with the LESSOR to ensure a proper and timely surrender of the DEMISED PREMISES. Any of LESSEE'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Lease Agreement shall be considered abandoned.

**XXIII.**

**AMENDMENTS**

In addition to the requirements set forth elsewhere in this Lease Agreement, LESSOR and LESSEE, by mutual agreement, shall have the right, but not the obligation, to amend this Lease Agreement, which shall be accomplished through the execution by the Parties of an amendment to this Lease Agreement duly approved by the School Board in compliance with all applicable laws, including, without limitation, Section 1013.15(1), F.S. Such amendments shall be effective only when signed by LESSOR and LESSEE and shall be incorporated as part of this Lease Agreement.

**XXIV.**

**NON-DISCRIMINATION**

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, ethnic or national origin, citizenship status, mental or physical handicap, genetic information, age, political beliefs, sexual orientation, gender, gender identification, marital status, social and family background, linguistic preference, pregnancy or as otherwise provided by law, in the use of the DEMISED PREMISES. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the DEMISED PREMISES by a Party hereto has occurred, such event shall be treated as a Default hereunder.

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**XXV.**

**LEGAL FEES AND COURT COSTS**

In the event of any litigation between the Parties under this Lease Agreement, each Party shall be responsible for its own attorney's fees and court costs, from pre-trial proceedings through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Lease Agreement.

**XXVI.**

**CONSTRUCTION OF AGREEMENT**

This Lease Agreement shall be construed and enforced according to the laws of the State of Florida, and the venue for any disputes shall be exclusively in Miami-Dade County, Florida. All applicable laws shall be construed as same presently exist and as they may be amended hereafter.

**XXVII.**

**SEVERABILITY**

In the event any paragraph, clause or sentence of this Lease Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Lease Agreement and the balance of the Lease Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Lease Agreement provisions ambiguous or a nullity.

**XXVIII.**

**WAIVER**

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by LESSOR or LESSEE. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Lease Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

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## XXIX.

## NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Lease Agreement by either Party to the other ("**Notice**") shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail, to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to LESSOR:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With copies to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design &
Construction Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-1918
E-mail: RPerez6@dadeschools.net

The School Board of Miami-Dade County, Florida
School Board Office of General Counsel
1450 NE 2nd Avenue, Room 400
Miami, FL 33132
Attn: General Counsel
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and ACraft@dadeschools.net

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**Location One – Bent Tree Elementary School**

In the case of notice or communication to LESSEE:

_____
_____
_____
Fax:
E-mail:

With a copy to:

_____
_____
_____
FAX:
E-mail:

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B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Lease Agreement.

C. For purposes of this Lease Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the LESSOR to grant or deny any and all approvals required under this Lease Agreement dealing with construction or maintenance related activities by LESSEE within the DEMISED PREMISES, as well as routine operational issues.

D. In addition to the above, the Superintendent of Schools shall also be the party designated by the LESSOR to execute amendments to this Lease Agreement within the authority granted him by the School Board in this Lease Agreement, and to grant or deny any approvals required under this Lease Agreement, including assignment of the Lease Agreement in the event of a merger or acquisition by LESSEE, placing the LESSEE in default, and renewing, extending, canceling or terminating the Lease Agreement as provided herein.

E. As further detailed in Article XXXVII, prior to execution of this Lease Agreement, LESSEE shall deliver to the LESSOR sufficient documentation, acceptable to the LESSOR, evidencing that LESSEE is active and authorized to do business in the State wherein it was duly organized and in the State of Florida, including any and all documentation relating to LESSEE'S formation, existence and legal and good standing status, with corporate or legal status to be provided periodically thereafter, as required by the LESSOR. In addition, LESSEE shall deliver to LESSOR, prior to execution of this Lease Agreement, the necessary resolution and/or other documentation in a form acceptable to LESSOR, verifying that LESSEE is authorized to

enter into this Lease Agreement, and that the party signing this Lease Agreement is fully authorized and has the legal capacity to do so, on behalf of the LESSEE.

F. Except as otherwise provided in this Lease Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Lease Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "**Day**" as used in this Lease Agreement shall be defined as calendar day, unless otherwise provided. Counsel for LESSOR and Counsel for LESSEE may deliver Notice on behalf of LESSOR and LESSEE, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

**XXX.**

**DAMAGE AND DESTRUCTION**

Other than damage or destruction caused by LESSEE, in the event the DEMISED PREMISES should be destroyed or so damaged by fire, windstorm or other casualty to the extent that some or all of the DEMISED PREMISES are rendered untenantable or unfit for the operation of LESSEE'S telecommunications facilities, LESSEE may, at LESSEE'S sole option, either cancel this Lease Agreement, in whole or in part, by giving a minimum of thirty (30) days advance written notice to the LESSOR, or repair or replace the damaged/destroyed facilities (including, but not limited to, the Tower and ground-based equipment area), at LESSEE'S expense. Given the nature of LESSEE'S co-location, LESSEE and Verizon (or Verizon's successor, should Verizon no longer be the primary tenant on the Tower) shall share any expense required to repair or replace the Tower, in equal amounts, or as otherwise agreed to by the two entities.

If LESSEE opts to repair or replace the damaged/destroyed facilities, then LESSEE shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs, coordination with FEMA or other jurisdictional entities, and available funding for such repairs.

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There shall be an abatement or reduction of Rent between the date of casualty and the date of completion of restoration based on the extent to which the casualty interferes with LESSEE'S use of the DEMISED PREMISES. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then LESSOR may, at its sole option, place the LESSEE in default.

Notwithstanding the above, LESSOR, at LESSOR'S sole option, may voluntarily choose to repair or replace some or all of any damaged Board-owned facilities directly impacting LESSEE'S operations, at LESSOR'S cost, which repair or replacement shall not include LESSEE'S telecommunications facilities, ground-based equipment and related infrastructure. For avoidance of doubt, such repair or replacement by LESSOR is not an obligation of LESSOR under this Lease Agreement, and would not constitute a Waiver by LESSOR of any provisions of this Lease Agreement. In the event LESSOR determines that it will not repair or replace damaged Board-owned facilities, and lack of those functioning facilities will impair or preclude LESSEE from operating LESSEE'S telecommunication facilities, LESSOR may, at its sole option, cancel this Lease Agreement by providing LESSEE with thirty (30) days advance written notice, notwithstanding the provisions of Article XVII.

Any damage or destruction sustained to the DEMISED PREMISES or Site as a result of LESSEE'S actions shall be repaired by LESSEE at LESSEE'S sole cost and expense. In that event, LESSEE shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then LESSOR may, at its sole option, place the LESSEE in default. There will not be an abatement or reduction of rent due to LESSEE'S actions.

LESSOR and LESSEE agree that in the event of cancellation of the Lease Agreement due to damage or destruction, LESSEE shall surrender the DEMISED PREMISES to LESSOR in compliance with Article XXII of the Lease Agreement.

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## XXXI.

## HAZARDOUS MATERIALS

For purposes of this Lease Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the DEMISED PREMISES or elsewhere on the Site, or arising from LESSEE'S use or occupancy of the DEMISED PREMISES or elsewhere on the Site, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the DEMISED PREMISES or elsewhere on the Site. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term of this Lease Agreement, at or from the DEMISED PREMISES or elsewhere on the Site (unless caused solely by LESSOR), or that arises at any time from LESSEE'S use or occupancy of the DEMISED PREMISES or elsewhere on the Site.

LESSEE shall not cause or permit to occur: (a) any violation of any Environmental Law in the DEMISED PREMISES or elsewhere on the Site, or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the DEMISED PREMISES or elsewhere on the Site, or the transportation to or from the DEMISED PREMISES or elsewhere on the Site of any Hazardous Substance, except where stored in sealed containers and in quantities normally associated with LESSEE'S use of the DEMISED PREMISES, including the use of petroleum products for an emergency stand-by generator servicing the DEMISED PREMISES, if any, or for maintenance and cleaning and, in those instances, the Hazardous Substances shall be handled or stored in compliance with all Environmental Laws.

LESSEE shall, at LESSEE'S expense, comply with all applicable Environmental Laws with respect to the DEMISED PREMISES and elsewhere on the Site. LESSEE shall, at LESSEE'S

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own expense, make all submissions to, provide all information required by, and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the DEMISED PREMISES and elsewhere on the Site, during the term of this Lease Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by LESSEE with respect to the DEMISED PREMISES or elsewhere on the Site, then LESSEE shall, at LESSEE'S own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. LESSEE shall promptly notify LESSOR of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the DEMISED PREMISES or elsewhere on the Site, and shall promptly provide LESSOR with all information reasonably requested by LESSOR regarding LESSEE'S use, generation, storage, transportation, or disposal of Hazardous Substances in or at the DEMISED PREMISES or elsewhere on the Site.

The Parties acknowledge and agree that, notwithstanding any other provisions of the ITB or this Lease Agreement, and as a condition precedent to entering into this Lease Agreement, in the event LESSEE, as the Successful Proposer under the ITB, whether as the Current Site Operator or successor thereto, intends to install or retain a diesel, propane or other fuel specific emergency stand-by generator ("**Generator**") and fuel tank at the DEMISED PREMISES, the following shall govern. If LESSEE is the Current Site Operator and is intending to continue use of an existing Generator and/or fuel tank, or to upgrade/replace same, LESSEE shall provide detailed specifications and data to LESSOR for review and approval by its Department of Safety, including confirmation of compliance with any and all laws, rules and regulations, as well as District criteria, which approval is a precondition to LESSEE retaining, modifying or replacing same. In the same fashion, if LESSEE is not the Current Site Operator and intends to install a new Generator and fuel tank, regardless of the type of fuel supply, LESSEE shall provide detailed specifications and data to LESSOR for review and approval by its Department of Safety, including confirmation of compliance with any and all laws, rules and regulations, as well as District criteria, which approval is a precondition to LESSEE installing same. LESSEE agrees that, as of the Commencement Date (if currently installed), or upon installation, any and all modifications, upgrades or replacement of the Generator, fuel tank or related infrastructure must be approved in advance and in writing by LESSOR, at LESSOR'S sole option, and such modifications, upgrades or replacements shall conform to District criteria and any and all laws, rules and

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regulations, including any jurisdictional approvals. LESSEE further covenants and agrees: 1) LESSEE shall at all times maintain compliance with all Federal, State and local environmental regulations pertaining to the Generator, fuel tank or related infrastructure; 2) any change related to the presence or operation of the Generator, fuel tank or related infrastructure (i.e. issuance or modification of any and all required regulatory permits) shall be communicated to LESSOR within seven (7) calendar days of such change; 3) any notice of violation issued by a regulatory agency shall be communicated to LESSOR within seven (7) calendar days of such issuance; 4) any discharge or spillage of fuel, regardless of fuel type, shall be communicated to LESSOR within three (3) calendar days of such discharge; 5) LESSEE shall provide LESSOR with a 'Spill Prevention and Countermeasures Plan' within thirty (30) days of the Commencement Date, for LESSOR'S review and approval, which approval shall not be unreasonably withheld. Thereafter, LESSEE shall maintain the Spill Prevention and Countermeasures Plan in a current status and available for review by LESSOR, at LESSOR'S request.; and 6) LESSEE shall be strictly liable and hold the School Board harmless for any losses or claims that may arise related to its use of the Generator, fuel tank or related infrastructure, including without limitation the cost of remediation of the DEMISED PREMISES or Site, and any other adjacent properties which may be owned by the School Board or third parties.

LESSEE shall indemnify LESSOR against any Hazardous Substances Discharge demonstrated to have been caused by LESSEE. The obligations and liability of LESSEE under this Article shall survive the expiration, cancellation, or termination of this Lease Agreement.

**XXXII.**

**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

LESSEE shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, School Board Policies, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, COVID-19 restrictions or any restrictions and/or measures relating to a pandemic as may be defined by Federal, State, local and/or School Board policy, as all may be further amended from time to time and to the extent required by applicable law, whichever is more restrictive. The Parties further agree that this Lease Agreement may be modified by the School Board in compliance therewith. LESSEE shall be responsible for determining and securing, at its sole cost and expense, any and all Federal, State, County, Municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals

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needed, if any, for LESSEE'S operations at the DEMISED PREMISES, prior to the Commencement Date of this Agreement. Any fines or citations levied upon the LESSEE or School Board by a Federal, State or local jurisdictional entity due to the use and operation of telecommunications facilities by the LESSEE or any of its employees, agents or contractors, shall be the responsibility of the LESSEE to expeditiously resolve, at its sole cost and expense. Compliance with all applicable laws, shall be at LESSEE'S full cost and expense.

**XXXIII.**

**SUBORDINATION AND ESTOPPEL**

This Lease Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the LESSOR under those leases, and to all financing that may now or hereafter affect the leases, the DEMISED PREMISES or elsewhere on the Site, or any portion thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This provision shall be self-operative, and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, LESSEE shall execute promptly any certificate that LESSOR may request. In addition, at LESSOR'S request, LESSEE shall execute and return an Estoppel Letter, confirming the substantive terms and status of this Lease Agreement, within thirty (30) days of receipt of such a request.

**XXXIV.**

**FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS**

This Lease Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. LESSEE understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The LESSEE shall keep and maintain public records required by the LESSOR to perform the service. The LESSEE shall keep records to show its compliance with this Lease Agreement. LESSEE'S contractors and subcontractors must make available, upon request of the LESSOR, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the LESSEE or its assigns, contractors or subcontractors which are directly pertinent to this specific Lease Agreement for the purpose of making audit, examination,

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excerpts, and transcriptions. Upon request from the LESSOR'S custodian of public records, the LESSEE shall provide the LESSOR with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. The LESSEE shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Lease Agreement and following the expiration or early termination or cancellation of this Lease Agreement if the LESSEE does not transfer the records to the LESSOR. The LESSEE, its assigns, contractors and sub-contractors shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). The LESSEE, upon completion of the Lease Agreement, shall transfer, at no cost to the LESSOR, all public records in possession of the LESSEE or keep and maintain public records required by the LESSOR to perform the service. If the LESSEE transfers all public records to the LESSOR upon completion of the Lease Agreement, the LESSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LESSEE keeps and maintains public records upon completion of the Lease Agreement, the LESSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the LESSOR, upon request from the LESSOR'S custodian of public records, in a format that is compatible with the information technology systems of the LESSOR.

The LESSEE shall incorporate this provision into every contract that it enters into relating to the DEMISED PREMISES.

**IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132**.

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**XXXV.**

**SIGNAGE**

LESSEE may erect, at its sole cost and expense, identification signage within the DEMISED PREMISES only as necessary to comply with Federal, State or local jurisdictional requirements, subject to the prior written approval of LESSOR, or its designee as to size, location, etc., which shall

not be unreasonably withheld, conditioned, or delayed, and in conformance with all rules and regulations governing public schools.

Upon the termination, expiration or cancellation of this Lease Agreement, and at LESSEE'S expense, LESSEE shall remove from the DEMISED PREMISES any signage erected by LESSEE, and restore the area to the same or better condition as existed prior to LESSEE'S installation of the signage.

**XXXVI.**

**USE OF DEMISED PREMISES AS A REVENUE GENERATOR**

Other than LESSEE'S operation of commercial telecommunications facilities, LESSOR shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with School Board Policies, relating to the DEMISED PREMISES, including, without limitation, third party advertising, installation of wireless telecommunications facilities and/or other similar endeavors, not to be unreasonably enforced, and provided such endeavors do not unreasonably interfere with LESSEE'S rights to peaceful enjoyment of the DEMISED PREMISES.

**XXXVII.**

**LESSEE'S REPRESENTATIONS**

A. LESSEE is duly organized, validly existing, and in good standing, and is duly qualified to transact business in the State of Florida. LESSEE has full power to execute, deliver, and perform its obligations under this Lease Agreement. The execution and delivery of this Lease Agreement, and the performance by LESSEE of its obligations under this Lease Agreement, have been duly authorized by all necessary actions of LESSEE, and do not contravene or conflict with any provisions of LESSEE'S Charter and By-Laws, or any other agreement binding on LESSEE. The individual(s) executing this Lease Agreement on behalf of LESSEE has/have full authority to do so. Prior to the execution of this Lease Agreement, LESSEE shall deliver to the BOARD the necessary resolution(s) or other documentation reasonably requested by the BOARD verifying that LESSEE is authorized to enter into this Lease Agreement, and that the party signing this Lease Agreement is authorized to do so on behalf of LESSEE.

B. LESSEE'S use of the DEMISED PREMISES shall be leasehold in nature, and the LESSOR shall at all times retain Fee Simple ownership of the School Board-owned buildings, improvements and Board-owned Land.

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**XXXVIII.**

**INTELLECTUAL PROPERTY RIGHTS**

LESSEE shall indemnify and hold harmless the LESSOR from and against all liability of any nature or kind, including damages, costs and expenses (including reasonable attorney's fees and costs at the trial level and through all appeals) for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of this Lease Agreement. If LESSEE uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exceptions that the LESSEE shall be liable for all royalties or costs arising from the use of such design, device or materials in any way involved in the activities contemplated by this Lease Agreement.

**XXXIX**

**MISCELLANEOUS PROVISIONS**

A. EMINENT DOMAIN: If the DEMISED PREMISES is taken in the exercise of the power of eminent domain, this Lease Agreement shall terminate on the date title vests in the taking authority. Rent will be prorated to the date of termination. LESSEE may pursue all available remedies for the taking but will have no interest in the award made to the LESSOR.

B. 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 health department.

C. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Lease Agreement.

D. WAIVER OF TRIAL BY JURY: THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING UNDER THIS LEASE AGREEMENT OR LESSEE'S USE OR OCCUPATION OF THE DEMISED PREMISES.

E. HEADINGS FOR CONVENIENCE ONLY: The descriptive headings in this Lease

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Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Lease Agreement.

F. BROKERS: LESSEE represents that LESSEE did not negotiate nor consulted with any brokers, salesmen or finders involved in the transaction contemplated by this Lease Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of LESSEE ("**Indemnitor**"), and in consideration of the mutual promises contained in this Lease Agreement, Indemnitor shall indemnify, defend and hold harmless the LESSOR ("**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease Agreement.

G. PROMOTION: LESSEE shall not be permitted to use the DEMISED PREMISES for any type of promotion or advertising.

H. PUBLICATIONS: Any publication or literature issued by LESSEE related to its operations at the DEMISED PREMISES shall be approved by the LESSOR, or its designee, prior to issuance or publication of same.

I. USE APPROVALS: LESSEE shall be responsible for determining and securing, at its sole cost and expense, all federal, state, county, municipal and/or other permits, use approvals, certificates or approvals needed, if any, for the operation of LESSEE'S telecommunications facilities on the DEMISED PREMISES, prior to commencement of the Lease Agreement.

J. COUNTERPARTS: This Lease Agreement and any amendments thereto may be signed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document and any amendments thereto to physically form one agreement. Electronic signatures shall be deemed as originals.

K. TAX-EXEMPT STATUS: In addition to the provisions of Article XXI of this Lease Agreement, the LESSEE acknowledges and agrees that in the event the tax-exempt status of the DEMISED PREMISES or Site is rescinded or is at risk of being rescinded

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by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or lease of same by the LESSEE, such rescission or potential rescission (as may be evidenced by a Notice of Proposed Property Taxes or any other official notice of any tax imposed by County, State or any other jurisdictional entity) shall constitute a material breach under this Lease Agreement, and may result, at the LESSOR'S sole option, in the termination of this Lease Agreement for cause, as outlined in Article XVII of this Lease Agreement. Payment of any taxes so imposed shall be remitted to the LESSOR within ten (10) days of receipt of notice, without demand.

L. REGULATORY AUTHORITY: It is expressly understood by the Parties that notwithstanding any provisions of this Lease Agreement to the contrary, LESSOR retains all of its regulatory authority as a School Board and School District under Florida law and shall in no way be estopped from withholding or refusing to issue any approvals of applications under present or future laws and regulations of whatever nature applicable to the LESSEE or be liable for the same. Furthermore, the School Board or the School District shall not, by virtue of this Lease Agreement, be obligated to grant any approvals of applications under present or future laws of whatever nature applicable to the foregoing.

M. SOVEREIGN IMMUNITY: No provision contained in this Lease Agreement shall be deemed a waiver of the LESSOR'S sovereign immunity.

N. RECORDATION: This Lease Agreement shall not be recorded in the public records of Miami-Dade County, Florida, in any form, by either Party.

O. HUMAN TRAFFICKING: Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity, under penalty of perjury, that the nongovernmental entity does not use coercion for labor or services as defined in that statute. In compliance with the Florida Statute, and as a condition precedent to the commencement of this Lease Agreement, the LESSEE shall execute the attached affidavit, which shall be attached hereto and become a part hereof as **Exhibit "E".**

P. E-VERIFY: As per Florida Statutes, as amended from time to time, LESSEE shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Should LESSEE utilize a subcontractor to perform services

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under this Lease Agreement, LESSEE shall obtain an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If LESSEE fails to obtain the Affidavit from subcontractor and/or register with and use the E-Verify system, the School Board shall terminate this Lease Agreement immediately. In addition, the LESSEE may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

Q. DUE DILIGENCE ACTIVITIES: Effective with the Effective Date, as such term is defined in Article II, after first coordinating with the School Site Administrator or other authorized District staff, LESSEE shall be authorized to access the portion of the School housing the Tower, ground-based equipment area and associated infrastructure for the express and limited purpose of conducting certain on-site due diligence investigations ("**Due Diligence Investigations"**). Such Due Diligence Investigations are to be completed within thirty (30) calendar days, or as otherwise set forth in Article III of this Lease Agreement. The nature and scope of the Due Diligence Investigations shall be strictly limited to: (1) completing a Survey, as set forth in Article II, for review and approval by LESSOR or its designee; (2) completing an inspection of the Tower to determine the integrity and general state of the existing infrastructure to be retained and used by LESSEE under this Lease Agreement, as set forth in Article V, for review and approval by LESSOR or its designee; and (3) completing any other investigatory activities that LESSEE may reasonably require to determine the condition of the Tower and related infrastructure. All Due Diligence Investigations must be completed within the timeframe set forth herein. Notwithstanding the above, under no circumstances may LESSEE conduct environmental site assessments or subterranean investigations, without the express written approval of LESSOR or its designee, and oversite of the District's Regulatory Compliance Department.

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**XL.**

**ENTIRE AGREEMENT**

This Lease Agreement and all Exhibits attached hereto, as those Exhibits may be substituted from time to time as provided for herein, constitute the entire agreement between the Parties and

supersedes all previous negotiations, and it may be modified only by an agreement in writing signed by LESSOR and LESSEE.

**INDIVIDUAL SIGNATURE PAGES TO FOLLOW**

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**Location One – Bent Tree Elementary School**

IN WITNESS WHEREOF, the LESSOR and the LESSEE have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first written above.

WITNESSES AS TO LESSOR:

_____
Print Name:_____
Address: 1450 NE 2 Ave., Miami, Fl. 33132

_____
Print Name:_____
Address: 1450 NE 2 Ave., Miami, Fl. 33132

**LESSOR:**
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By:_____
Dr. Jose L. Dotres
Superintendent of Schools
Date:_____

**RECOMMENDED**:

_____
Raul F. Perez
Chief Facilities Design & Construction Officer
Date:_____

**TO THE LESSOR: APPROVED AS TO RISK MANAGEMENT ISSUES:**
Office of Risk and Benefits Management

_____
Risk and Benefits Officer
Date: _____

**TO THE LESSOR: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
School Board General Counsel
Date:_____

**TO THE LESSOR: APPROVED AS TO TREASURY MANAGEMENT ISSUES**
Office of Treasury Management

_____
Treasurer
Date: _____

Bent Tree Elementary School

**Location One – Bent Tree Elementary School**

WITNESSES AS TO LESSEE:

**LESSEE:**

By: _____

_____

_____

Address: _____

Date: _____

_____

Print Name:_____

Address: _____

_____

Print Name:_____

Address: _____

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