

Facilities Planning and Construction
Paul J. Phillips, Chief Facilities Officer

SUBJECT: LEASE AGREEMENT WITH SPRINT PCS FOR THE CO-LOCATION OF WIRELESS TELECOMMUNICATION ANTENNAS AND EQUIPMENT AT A PROPOSED TELECOMMUNICATIONS FACILITY AT THE MIAMI KILLIAN SENIOR HIGH SCHOOL SITE

Sprint PCS (Sprint) has submitted a proposal to the District to co-locate on a proposed telecommunications tower to be constructed by Cingular Wireless LLC (Cingular) at the Miami Killian Senior High School site; see attached location map. Cingular is formerly known as BellSouth Mobility. The co-location will consist of antennas mounted on a proposed monopole to be constructed by Cingular and installation of an adjacent equipment shelter. The proposed lease agreement is similar to agreements with PrimeCo Personal Communications (PrimeCo) and AT & T Wireless Services of Florida, Inc. (AT & T). On August 28, 1996, the Board approved a lease agreement with PrimeCo for the Southwest Miami Senior High School site. On May 13, 1998, the Board approved lease agreements with AT & T for both the Bent Tree Elementary School site and the Christina Eve Elementary School site.

In considering Sprint's proposal, a feasibility review was conducted by staff to determine if there were operational and technical issues associated with possible signal interference. Based on staff's review, no operational or technical issues were determined. The review included staff from the following areas: The Office of Information Technology and the Division of Media Programs. Additionally, the principal has advised that the community is not opposed to the facility.

Given the potential revenues to be generated from these types of agreements, the Superintendent has developed a revenue sharing formula by which the entire District may benefit. Rather than having the funds earmarked solely for one school site, the formula provides for the subject school to receive sixty percent (60%) of any one-time contributions and fifty percent (50%) of proceeds for access. The remaining funds will be distributed equally among the six (6) Region offices and allocated at their discretion.

Pursuant to negotiating procedures, a Telecommunications Committee meeting was held on September 29, 2000, for direction on negotiating strategies and parameters. Based on this direction, staff has negotiated a lease agreement with Sprint that includes the following terms and conditions:

- Sprint shall pay, within thirty (30) days of the designated commencement date of the lease agreement, sixty-two thousand five hundred dollars (\$62,500) for access to the lease area which will cover the initial five (5) year term;

- Sprint shall pay a one-time contribution of one hundred and sixty-two thousand five hundred dollars (\$162,500) within thirty (30) days of the designated commencement date of the lease agreement;
- the initial five (5) year term may be renewed by Sprint for a maximum four (4) additional five (5) year terms provided extension is requested no later than six (6) months prior to expiration of the initial term;
- if renewed, the annual access contribution for each additional five (5) year term of this lease agreement shall be increased by twenty-five percent (25%) from the previously expired term and such contribution shall be paid annually on each anniversary of the commencement date;
- the Board may cancel the lease agreement with six (6) months prior notice and without penalty if the lease area is needed to enhance and/or compliment educational and/or recreational programs and, if it is determined that the wireless telecommunications facility is dangerous to the public's health, safety and welfare;
- the lease area shall be within the proposed Cingular lease area and not exceed two thousand five hundred (2,500) square feet;
- improvement will include antennas mounted on a proposed monopole;
- prior to construction, the Board may also cancel the lease agreement without penalty if lease requirements necessary to begin construction are not completed within six (6) months of lease execution;
- the Board will provide a non-exclusive access easement to Sprint which will terminate concurrent with the lease agreement;
- the Board will provide a non-exclusive utility easement to Sprint for the operation of the wireless telecommunications facility which will terminate concurrent with the lease agreement;
- Sprint shall be responsible for any and all utility costs related to the operation of the wireless telecommunications facility;
- Sprint shall be responsible for determining and securing, at its sole cost and expense, federal, state and/or local permits, certificates or other approvals needed, if any, for the installation and operation of its telecommunications equipment;
- Sprint will indemnify, defend and hold harmless the Board from any and all personal injury damage claims, liabilities, losses and causes of action including but not limited to any loss

or damage by the Board, its agents, representatives, employees, invites or contractors, which may arise as a result of Sprint's use of the lease area;

- prior to the execution date of the lease agreement, the plans shall be reviewed and approved by the Office of Facilities Planning and Construction;
- upon expiration or cancellation of the lease agreement by either party, Sprint shall cause all its improvements and/or personal property located within the lease area to be removed and shall restore said premises to substantially the same condition; and
- the Chief Facilities Officer shall be the party designated by the Board to grant or deny all approvals required by this lease agreement, or to cancel this lease agreement.

The proposed lease agreement has been reviewed by the School Board Attorney's Office, by the Office Of Risk and Benefits Management and by the Office of the Controller. The principal of Miami Killian Senior High, the Region Superintendent of Region V and the Deputy Superintendent of School Operations recommended approval of this agreement.

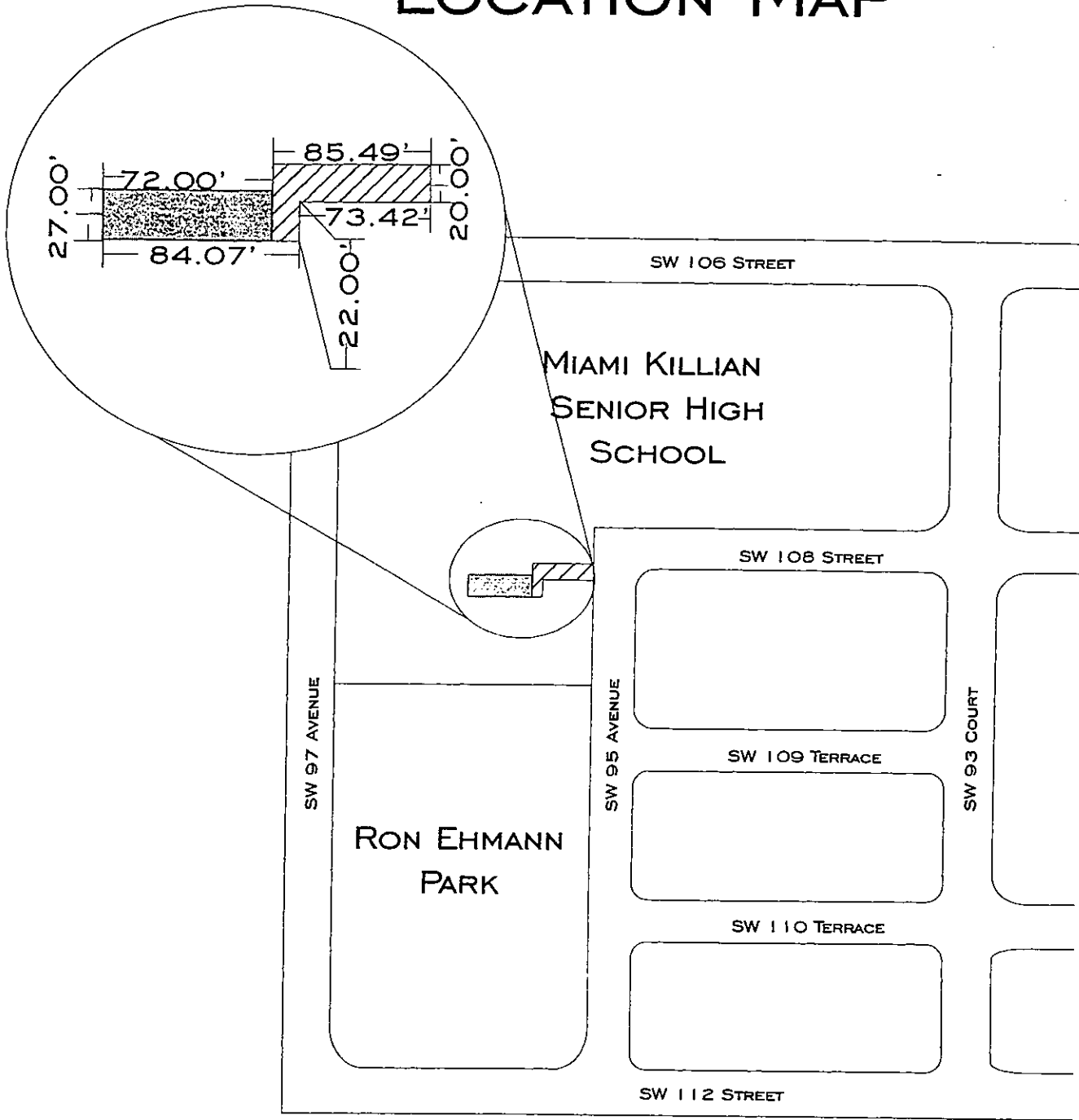
A copy of the proposed agreement has been placed on file in the Citizen Information Office and the Recording Secretary's Office.

RECOMMEND: That The School Board of Miami-Dade County, Florida, authorize:



1. the Superintendent or his designee to execute a lease agreement with Sprint Wireless LLC, for the installation of a wireless telecommunications facility at the Miami Killian School site, under the terms and conditions set forth above;
2. the Chair and the Secretary to execute a non-exclusive access easement to Sprint PCS related to the wireless telecommunications facility on the Miami Killian School site; and
3. the Chair and the Secretary to execute a non-exclusive utility easement to Sprint PCS related to the wireless telecommunications facility at the Miami Killian School site.

KAC:adc

LOCATION MAP



LEGEND

	PROPOSED ACCESS EASEMENT
	PROPOSED DEMISED PREMISES

