

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

**SUBJECT: LEASE AGREEMENT WITH CINGULAR WIRELESS LLC FOR THE  
INSTALLATION OF A WIRELESS TELECOMMUNICATION FACILITY  
AT THE MIAMI KILLIAN SENIOR HIGH SCHOOL SITE**

Cingular Wireless LLC (Cingular) has submitted a proposal to the District to lease a portion of the Miami Killian Senior High School site for the installation of a wireless telecommunications facility (facility); see attached location map. Cingular is formerly known as BellSouth Mobility. The facility will consist of antennas mounted on a monopole and 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 Cingular's proposal, a feasibility review was conducted by staff to determine if there were operational and technical issues associated with the proposed facility location and possible signal interference. Based on staff's review, no operational or technical issues were determined. The review included staff from the following areas: School Operations; Design and Construction; Region V Office; Department of Energy, Communications and Fiscal Management; Department of Risk and Benefits Management; Department of Facilities Compliance; Department of Safety, Environment and Hazard Management; Office of Information Technology; Division of Media Programs; and, School Principal. 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 Cingular that includes the following terms and conditions:

- Cingular 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;
- Cingular shall pay a one-time contribution of one hundred and thirty-seven thousand five hundred dollars (\$137,500) within thirty (30) days of the designated commencement date of the lease agreement;
- the initial five (5) year term may be renewed by Cingular 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;
- 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;
- 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 lease area shall not exceed two thousand five hundred (2,500) square feet;
- improvements will include a free standing monopole, not to exceed one hundred and twenty-five (125) feet above ground level in height, together with mounted antennas and related appurtenances;
- the improvements shall be enclosed by a chain link fence, turned down at the top at a height of no less than six (6) feet high, with a locked access gate and surrounding landscape that is in compliance with the Miami-Dade County Public School's landscaping and plant species criteria;
- 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 Cingular which will terminate concurrent with the lease agreement;
- the Board will provide a non-exclusive utility easement to Cingular for the operation of the wireless telecommunications facility which will terminate concurrent with the lease agreement;

- Cingular shall be responsible for determining and securing, at its sole cost and expense, all federal, state and/or local permits, certificates or other approvals needed, if any, for the installation and operation of its telecommunications equipment;
- Cingular shall be responsible for any and all utility costs related to the operation of the wireless telecommunications facility;
- the Board, at its option, shall have a right to collocate two (2) additional parties on the monopole and shall be entitled to all rents, compensation and benefits derived from third party collocation except for benefits derived from third party collocation as provided in the lease agreement;
- Cingular 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 Cingular'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, Cingular 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.

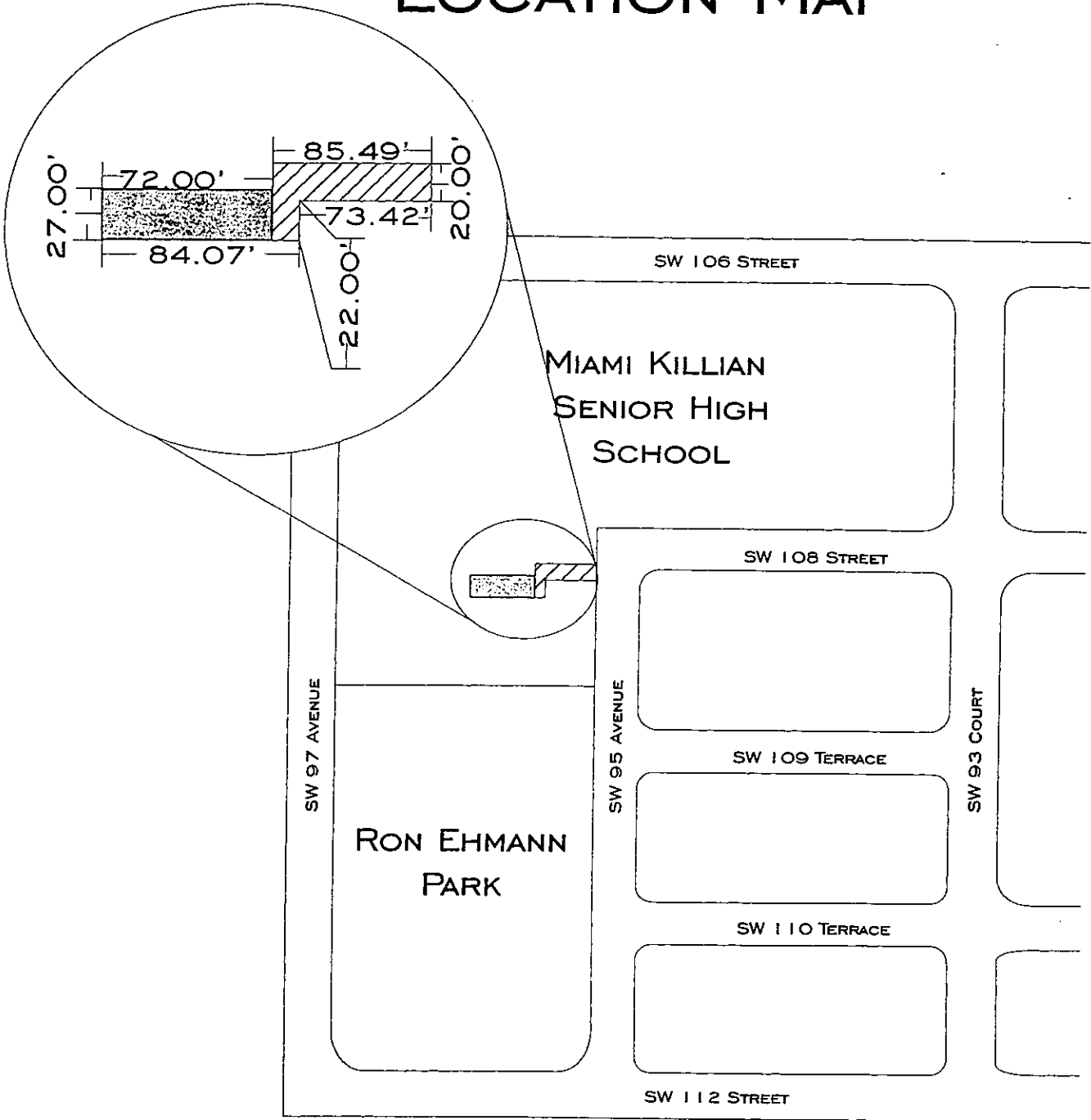
A copy of the proposed agreement has been placed on file in the Citizen Information Office and the Recording Secretary's Office.

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



1. the Superintendent or his designee to execute a lease agreement with Cingular 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 with Cingular Wireless LLC 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 Cingular Wireless LLC related to the wireless telecommunications facility at the Miami Killian School site.

KAC:adc

# LOCATION MAP



**LEGEND**

	PROPOSED ACCESS EASEMENT
	PROPOSED DEMISED PREMISES

