

Office of Facilities Design & Construction  
Raul F. Perez, Chief Facilities Design & Construction Officer

**SUBJECT:                    AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT WITH CELCO PARTNERSHIP, D/B/A VERIZON WIRELESS (“VERIZON”), TO RETROACTIVELY EXTEND THE TERM OF THE LEASE AGREEMENT FROM JANUARY 1, 2023 TO DECEMBER 31, 2024, AND ACCEPT RENTAL PAYMENTS FOR THE PERIOD OF SEPTEMBER 11, 2022 THROUGH DECEMBER 31, 2024, AS A RESULT OF VERIZON’S CONTINUED USE OF AN EXISTING CELL TOWER ON THE CAMPUS OF SOUTHWEST MIAMI SENIOR HIGH SCHOOL, AS A HOLDOVER TENANT, FOR THE OPERATION OF ITS COMMERCIAL CELLULAR TELECOMMUNICATIONS FACILITIES**

**COMMITTEE:                FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC PLAN:                        EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES**

Background

Since 1996, Cellco Partnership, d/b/a Verizon Wireless (“Verizon”) has utilized a portion of the playfield area on the campus of Southwest Miami Senior High School (“School”), located at 8855 S.W. 50 Terrace, unincorporated Miami-Dade County, under a lease agreement (“Lease Agreement”), for the operation of its commercial cellular telecommunications facilities. Under the terms of the Lease Agreement, Verizon, at its sole cost, constructed and donated to the School Board eight light poles and attached light fixtures for the School’s baseball field at an estimated expense of \$100,000, with one of the light poles designed for the installation and operation of cellular communication antennas and accessory equipment (“Telecommunications Infrastructure”). Under the terms of a First Lease Amendment, the Parties extended the term of the Lease Agreement, which expired on December 31, 2022. However, Verizon has continued to occupy and use the leased area despite the expiration of the Lease Agreement.

In anticipation of the December 31, 2022 end of the lease term, the District issued Invitation To Negotiate #ITN-22-013-VF (“ITN”) seeking a successful proposer to operate commercial telecommunications facilities on the Telecommunications Infrastructure at the School. Verizon did not respond to the ITN, and New Cingular Wireless PCS, LLC, a Delaware limited liability company (a/k/a AT&T) (“AT&T”), was determined to be the successful proposer, and the School Board awarded the bid to AT&T on May 17, 2023 (BA#122,681). Notwithstanding this Board action, Verizon has continued to occupy and use the leased area as a holdover tenant, and representatives of Verizon and the District have engaged in

extended negotiations to establish a proposed resolution under which the Lease Agreement will be amended to provide the following: (1) Verizon shall pay past due rent for the period of September 11, 2022 through December 31, 2022, in the amount set forth in the expired Lease Agreement; and (2) Verizon shall be permitted to continue operating on the Telecommunications Infrastructure for the period ending at 11:59 pm on December 31, 2024; and (3) Verizon shall provide the School Board with a rental payment for the period of January 1, 2023 through December 31, 2024, reflecting its holdover tenancy, as set forth below.

AT&T has represented to the District that the continued occupancy and use of the portion of the cell tower currently utilized by Verizon shall not impact the ability of AT&T to install and operate its commercial cellular telecommunications facilities at the School. Notwithstanding this provision, as a part of the proposed lease amendment, Verizon acknowledges that AT&T has lease rights to the same Telecommunications Infrastructure on which Verizon's communications equipment currently exists, and Verizon's continued occupancy and use of the cell tower is subordinate in right and might to that of AT&T. As such, Verizon agrees to operate and maintain its communications equipment within the leased area in a manner that does not interfere with AT&T's ability to install or operate its communications equipment.

Further, as a part of the proposed lease amendment with Verizon, Verizon acknowledges and agrees that the proposed lease amendment shall be for the specific and limited purpose of: (1) retroactively extending the term of the Lease Agreement from January 1, 2023 through December 31, 2024, with no ability to extend the term beyond that date; (2) providing payment to the School Board of past due rent for the period of September 11, 2022 through December 31, 2022; (3) providing rental payment to the School Board for the period of January 1, 2023 through December 31, 2024, reflecting its holdover tenancy; and (4) acknowledging that it is the intention of the District to initiate a public solicitation to select a commercial cellular telecommunications provider to install its equipment on a portion of the existing Telecommunications Infrastructure subsequent to December 31, 2024, as a Co-locator ("Co-locator"), along with AT&T, to which Verizon may participate; and (5) in the event Verizon is not selected as a Co-locator, it shall vacate the leased area no later than December 31, 2024, without further demand.

#### Proposed Amendment to the Lease Agreement

The Deputy Superintendent, Office of School Leadership & Performance, recommends amending the Lease Agreement to retroactively extend the term from January 1, 2023 to December 31, 2024, and accept rental payments for the period of September 11, 2022 through December 31, 2024, reflecting Verizon's holdover tenancy. Accordingly, upon a determination by the School Board that entering into the agreement described herein is in the best interest of the School Board, it is recommended that the School Board authorize the Superintendent to finalize negotiations and execute an amendment to the Lease Agreement with Verizon ("Amendment"), under, substantially, the following terms and conditions:

- the lease term shall be retroactively extended effective December 31, 2022, and shall terminate at 11:59 p.m. on December 31, 2024, unless terminated sooner as provided for in the Lease Agreement;

- there are no extension periods available to Verizon subsequent to the end of the lease term on December 31, 2024;
- rent shall be due in the total amount of \$85,920.48, for the period of September 11, 2022 through and including December 31, 2024, inclusive of a holdover rent amount, as set forth below. The total amount shall be paid to the School Board by Verizon, in one lump sum, and shall be in hand by the District within thirty (30) calendar days from the date of the execution of the Amendment by the Parties. The Parties agree to fully execute the Amendment no later than ten (10) business days from the date of approval by the Board of the Amendment at its regularly scheduled public meeting. Absent receipt of the entire lump sum rental payment, in hand by the District by the date stipulated, the Amendment shall be terminated immediately by operation of law and without any further notice. In that event, Verizon shall immediately vacate the School site, and have no rights or privileges to occupy same:

PERIOD COVERED	AMOUNT DUE	NOTE
September 11, 2022 – December 31, 2022	\$7,625.49	This amount covers the past due balance owed, at the rental rate established in the First Amendment
January 1, 2023 – December 31, 2023	\$38,568.96	This amount represents an increased holdover rent amount of 55% over the annualized rental amount paid in 2022
January 1, 2024 – December 31, 2024	\$39,726.03	This amount represents an increase of 3% over the annualized rental amount paid in 2023

- the Superintendent shall be authorized to execute amendments to the Lease Agreement, as amended, within the authority granted to the Superintendent by the School Board in the Lease Agreement, and to grant or deny any approvals required by the Lease Agreement, including without limitation, amending any exhibits to the Lease Agreement, placing Verizon in default, and canceling or terminating the Lease Agreement, as may be applicable.

The proposed Amendment has been reviewed by the School Board Office of the General Counsel and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance. A copy of the Amendment in its final form is attached hereto.

**RECOMMENDED:**

That The School Board of Miami-Dade County, Florida, upon its determination that entering into the agreement described herein is in the best interest of the Board, authorize the Superintendent to:

1. finalize negotiations and execute an amendment to the Lease Agreement with Cellco Partnership, d/b/a Verizon Wireless ("Verizon"), to retroactively extend the term of the Lease Agreement from January 1, 2023 to December 31, 2024, and accept rental payments for the period of September 11, 2022 through December 31, 2024, as a result of Verizon's continued use of an existing cell tower on the campus of Southwest Miami Senior High School, as a holdover tenant, for the operation of its commercial cellular telecommunications facilities, under, substantially, the terms and conditions noted in the agenda item;
2. execute amendments to the Lease Agreement, as amended, within the authority granted to the Superintendent by the School Board in the Lease Agreement, and to grant or deny any approvals required by the Lease Agreement, including without limitation, amending any exhibits to the Lease Agreement, placing Verizon in default, and canceling or terminating the Lease Agreement, as may be applicable; and
3. That The School Board of Miami-Dade County, Florida, direct that 10% of the funds received under the Lease Agreement be retained by Southwest Miami Senior High School to address critical school needs, with the remaining funds to be made available to each Region (30% per Region) to address educational and recreational needs in that Region.

## SECOND AMENDMENT TO LEASE AGREEMENT

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (“**Second Amendment**”), is made effective as of December 31, 2022, 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 **CELLCO PARTNERSHIP d/b/a Verizon Wireless**, organized under the laws of the State of Delaware and authorized to transact business in the State of Florida, as successor in interest to VERIZON WIRELESS PERSONAL COMMUNICATIONS, LP, a Delaware limited Partnership (the “**LESSEE**”). The LESSOR and LESSEE are sometimes referred to in this Second Amendment individually as “**Party**” and collectively as the “**Parties**”.

### **WITNESSETH**

WHEREAS, the LESSOR owns and has under its jurisdiction certain real property, located at 8855 S.W. 50 Terrace, Unincorporated Miami-Dade County, Florida, more particularly described as Folio # 30-4021-000-0311 (the “**Site**”), and operated by LESSOR as Southwest Miami Senior High School (“**School**”); and

WHEREAS, LESSOR and LESSEE entered into that certain September 10, 1996 Lease Agreement (“**Lease Agreement**”), under which LESSEE was permitted to occupy and utilize a portion of the recreation field at the Site (the “**DEMISED AREA**”) to provide commercial cellular communications services; and

WHEREAS, under the terms of the Lease Agreement, LESSEE, at its sole cost, constructed and donated to LESSOR eight light poles and attached light fixtures for the School’s baseball field at an estimated expense of \$100,000, with one of the light poles designed for the installation of cellular communications antennas and accessory equipment (“**Telecommunications Infrastructure**”); and

WHEREAS, the term of the Lease Agreement, as amended by that certain September 10, 2021 First Amendment To Lease Agreement (“**First Amendment**”), expired at 11:59 pm on December 31, 2022. However, LESSEE has continued to occupy and use the DEMISED AREA despite the expiration of the Lease Agreement; and

WHEREAS, in anticipation of the December 31, 2022 end of the lease term, LESSOR issued Invitation To Negotiate #ITN-22-013-VF (“**ITN**”) seeking a Successful Proposer (as such term is defined in the ITN) to operate commercial telecommunications facilities on the Telecommunications Infrastructure at the Site. New Cingular Wireless PCS, LLC, a Delaware limited liability company (a/k/a AT&T) (“**AT&T**”), was determined to be the Successful Proposer, and the School Board awarded the bid to AT&T; and

WHEREAS, LESSEE has continued to occupancy and use the DEMISED AREA as of January 1, 2023, after the expiration and termination of the Lease Agreement, as a holdover tenant, and LESSOR and LESSEE have engaged in extended negotiations to fully resolve all payments due to LESSOR as a result of LESSEE'S use of the DEMISED AREA, as a holdover tenant, whereby: (1) the LESSEE will pay past due rent for the period of September 11, 2022 through December 31, 2022; and (2) the LESSEE will be permitted to remain at the DEMISED AREA for the period beginning January 1, 2023 and ending at 11:59 pm on December 31, 2024, with LESSEE to provide LESSOR with payment for that holdover tenancy period, including the stipulated amounts, as set forth herein; and

WHEREAS, AT&T has represented to the LESSOR that the continued occupancy and use of the portion of the Telecommunications Infrastructure currently utilized by LESSEE shall not impact the ability of AT&T to install and operate its commercial telecommunications facilities at the Site. Notwithstanding this provision, LESSEE acknowledges that AT&T has lease rights to the same Telecommunications Infrastructure on which LESSEE'S communications equipment currently exists, and LESSEE' s continued occupancy and use of the Telecommunications Infrastructure is subordinate in right and might to that of AT&T. As such, LESSEE agrees to operate and maintain its communications equipment within the DEMISED AREA in a manner that does not interfere with the installation or operation of AT&T's communications equipment; and

WHEREAS, it is the intention of the LESSOR to initiate a public solicitation process to select a commercial cellular telecommunications provider to utilize a portion of the existing Telecommunications Infrastructure on the Site as a Co-locator ("**Co-locator**"), along with AT&T, subsequent to December 31, 2024; and

WHEREAS, as a condition precedent to entering into this Second Amendment, LESSEE acknowledges and agrees that the Parties are entering into this Second Amendment for the specific and limited purpose of: (1) retroactively extending the term of the Lease Agreement, as amended, through December 31, 2024, with no ability for LESSEE to extend the term beyond that date; (2) providing payment to the LESSOR of past due rent for the period of September 11, 2022 through December 31, 2022; (3) providing a holdover rental payment to LESSOR for the period of January 1, 2023 through December 31, 2024, due to the holdover tenancy; and (4) providing an acknowledgement by LESSEE that LESSOR intends to initiate a public solicitation to select a commercial cellular telecommunications provider to install its equipment on the existing Telecommunications Infrastructure as a Co-locator, along with AT&T, to which LESSEE may participate; and

WHEREAS, LESSEE acknowledges and agrees that it may choose to participate in the proposed Co-locator public solicitation as it deems appropriate, and its presence at the DEMISED AREA and the implementation of this Second Amendment, does not in any way influence the public solicitation process, impact LESSOR'S Procurement Policy and associated procedures, or provide LESSEE with any rights, privileges or expectations in that regard; and

WHEREAS, LESSEE acknowledges and agrees that, in the event the School Board, at a public meeting, awards the bid for a Co-locator to other than LESSEE, the action by the School Board at that public meeting shall serve as notice to LESSEE that it shall vacate the DEMISED AREA no later than December 31, 2024, without further demand; and

WHEREAS, the Parties are desirous of entering into this Second Amendment, as more particularly described herein, under the terms and conditions set forth below; and

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized this Second Amendment in accordance with Board Agenda Item F-\_\_\_\_, Board Action No.\_\_\_\_\_, at its meeting of \_\_\_\_\_, 20\_\_; and

WHEREAS, the LESSEE hereby represents that the signatory executing this Second Amendment on behalf of LESSEE is duly authorized to execute such document and bind LESSEE to all terms contained herein.

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:

1. The Parties agree that the above recitals are true and correct and are incorporated herein by reference.
2. The Lease Agreement is hereby amended to reflect that the term of the Lease Agreement, as amended by the First Amendment, shall be retroactively extended effective as of December 31, 2022, and shall terminate at 11:59 pm on December 31, 2024, unless terminated sooner as provided for in the Lease Agreement.
3. The Lease Agreement is hereby amended to reflect that there are no extension periods available to LESSEE subsequent to the expiration of the Lease Agreement on December 31, 2024.

4. The Lease Agreement is hereby amended to reflect that a rental payment in the total amount of Eighty-Five Thousand Nine Hundred Twenty Dollars and Forty-Eight Cents (\$85,920.48), inclusive of a holdover rent amount, shall be made to LESSOR covering the period of September 11, 2022 through and including December 31, 2024, as follows:

PERIOD COVERED	AMOUNT DUE	NOTE
September 11, 2022 – December 31, 2022	\$7,625.49	This amount covers the past due balance owed, at the rental rate established in the First Amendment
January 1, 2023 – December 31, 2023	\$38,568.96	This amount represents an increased holdover rent amount of 55% over the annualized rental amount paid in 2022
January 1, 2024 – December 31, 2024	\$39,726.03	This amount represents an increase of 3% over the annualized rental amount for 2023

5. The Lease Agreement is hereby amended to reflect the total rental amount of \$85,920.48 shall be paid to LESSOR by LESSEE, in one lump sum, and shall be in hand by LESSOR within thirty (30) calendar days from the date of the duly execution of this Second Amendment by the Parties. The Parties agree to fully execute the Second Amendment no later than ten (10) business days from the date of approval by the School Board of this Second Amendment at its regularly scheduled public meeting. Absent receipt of the entire lump sum rental payment, in hand by LESSOR by the date stipulated, this Second Amendment shall be terminated immediately by operation of law and without further notice. In that event, LESSEE acknowledges and agrees that LESSEE shall immediately vacate the DEMISED AREA, and LESSEE shall have no right or privilege to occupy same.
6. The Lease Agreement is hereby amended to reflect that during the extended term of the Lease Agreement (through and including December 31, 2024), LESSEE shall not make any substantive upgrades or modifications to its existing commercial cellular telecommunications equipment, including but not limited to its on-site emergency generator and fuel supply, without the prior written permission of LESSOR or its designee.

7. The Lease Agreement is hereby amended to reflect that 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, or (3) Federal Express or other comparable overnight mail service, and for day-to-day communications via telephone, or electronic mail, to the following addresses, or as the same may be changed in writing from time to time:

In the case of Notice 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 a copy to:

Miami-Dade County Public Schools  
Office of School Facilities  
Attention: Chief Facilities Design & Construction Officer  
1450 N.E. Second Avenue, Room 923  
Miami, Florida 33132  
Fax: 305-995-1918  
E-mail: [RPerez6@dadeschools.net](mailto:RPerez6@dadeschools.net)

With a copy to:

The School Board of Miami-Dade County, Florida  
School Board Office of the General Counsel  
1450 NE 2<sup>nd</sup> Avenue, #400  
Miami, FL 33132  
Attn: General Counsel  
Fax: 305-995-1412  
E-mail: [Walter.Harvey@dadeschools.net](mailto:Walter.Harvey@dadeschools.net) and [ACraft@dadeschools.net](mailto:ACraft@dadeschools.net)

In the case of Notice to LESSEE:

Verizon Wireless  
Attn: Network Real Estate  
180 Washington Valley Road  
Bedminster, NJ 07921

For day-to-day communications:

Jhonathan Montenegro  
Associate Director - Network Real Estate  
Florida Network Engineering  
M 305 962 5436  
4700 Exchange Ct., Suite 100  
Boca Raton, FL 33431  
Jhonathan.monenegro@verizonwireless.com

\* or as may be otherwise designated in writing by Verizon

8. Counterparts; Electronic Copies. This Second Amendment, and any future amendments to the Lease Agreement, may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document. Scanned signatures delivered by electronic mail in a “.pdf” format data file shall be an acceptable form of delivery and acceptance of this Second Amendment and any future amendments to the Lease Agreement.
9. The Superintendent of Schools (“**Superintendent**”) shall be authorized to execute amendments to the Lease Agreement, as amended, within the authority granted to the Superintendent by the School Board in the Lease Agreement, and to grant or deny any approvals required by the Lease Agreement, including without limitation, amending any exhibits to the Lease Agreement, placing LESSEE in default, and canceling or terminating the Lease Agreement, as may be applicable.
10. Except as amended by the First Amendment and this Second Amendment, all other terms and conditions of the Lease Agreement shall remain unchanged.

**[INDIVIDUAL SIGNATURE PAGES FOLLOW]**

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

WITNESSES AS TO LESSOR:

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

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

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

Jose L. Dotres  
Superintendent of Schools

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

Date: \_\_\_\_\_

**TO THE LESSOR: APPROVED AS TO RISK  
MANAGEMENT ISSUES:**

Office of Risk and Benefits Management

**RECOMMENDED:**

\_\_\_\_\_  
Raul F. Perez  
Chief Facilities Design & Construction  
Officer

\_\_\_\_\_  
Risk and Benefits Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TO THE LESSOR:  
APPROVED AS TO TREASURY  
MANAGEMENT ISSUES**

Office of Treasury Management

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

\_\_\_\_\_  
School Board General Counsel

\_\_\_\_\_  
Treasurer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES AS TO LESSEE:

**LESSEE:**

**CELLCO PARTNERSHIP  
d/b/a Verizon Wireless**

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

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

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

Date: \_\_\_\_\_

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

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