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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(A)(1)

TO: Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners

DATE: December 2, 2014

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Resolution relating to Miami International Airport; approving a retroactive license agreement with Sprint Spectrum, L.P. ("Sprint") for an initial five-year term with two five-year automatic renewal options unless declined for Sprint's continued installation and operation of a Distributed Antenna System ("DAS") that enables cellular telephone calls within the terminal building to be forwarded and then distributed worldwide through the DAS

Resolution No. R-1038-14

The accompanying resolution was prepared by the Miami-Dade Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

Memorandum

MIAMI-DADE COUNTY

Date: December 2, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Award of Retroactive Non-Exclusive License Agreement with Sprint Spectrum L.P. to Access Portions of Miami International Airport

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) waive the provisions of Resolution No. R-130-06, which requires a contract to be completely negotiated, in final form and executed by all non-County parties; and approve the retroactive award of a potential fifteen (15) year retroactive non-exclusive License Agreement with Sprint Spectrum L.P. (Agreement) for Sprint's continued installation and operation of a Distributed Antenna System (DAS) at various locations around the Miami International Airport (MIA) Terminal Building.

SCOPE

MIA is located primarily within Chairwoman Rebeca Sosa's District 6; however, the impact of this agenda item is countywide as MIA is a regional asset.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Code of Miami-Dade County related to identifying delegation of Board authority contained within the Agreement, the Mayor or designee has the authority to (i) decline either of the two five-year extension periods on 18 months advance notice, (ii) terminate the Agreement for a breach, (iii) approve any assignment of the Agreement by Sprint Spectrum, and (iv) execute additional MDAD licenses with telecommunication companies who enter into sub-licenses with Sprint for their use of the DAS.

FISCAL IMPACT/FUNDING SOURCE

The Agreement will generate $250,000.00 in license fee revenues to the Miami-Dade Aviation Department (MDAD) for each year of the Agreement.

TRACK RECORD/PROJECT MONITOR

Sprint Spectrum has been operating at MIA under a five-year license agreement which generates $200,000.00 annually in license fee revenues to MDAD. MDAD Chief of Commercial Operations Ray Diaz is the Project Manager.

BACKGROUND

In order for a cellular phone service company to provide efficient and clear phone service to its customers who are within a closed facility, such as an airline terminal, the company needs to install and operate a system of receivers and transponders (DAS) within the facility for transmission of calls to a central distribution point so that phone calls can then be transmitted worldwide. At MIA, this location is the airport garage.

In 2009, MDAD and Nextel, a cellular phone service provider, entered into a five (5) year license agreement for the installation of a DAS at MIA. Shortly thereafter, Sprint purchased the license

agreement from Nextel. As a result of delays in the build out and expansion of the DAS due to the North and South Terminal construction projects, a dispute arose as to the required end date of installation and the start date of payments under the license. As a result of that and other problems arising under the license agreement, MDAD asserted that Sprint owes the County $139,839.49. Sprint has disputed this obligation.

At the same time, the County wanted to install its own Public Safety Communications System at MIA to provide better communication and enhance the safety and security of the traveling public, local and federal staff, and first responders. Such a system is vital to the ability of the County's Police Department to receive and transmit radio calls at MIA. If the County installed the system itself, it would cost an estimated $2,000,000.00.

Because of the sensitivity of the DAS equipment, Sprint is generally not interested in having a third-party system attached to its Distributed Antenna System. However, Sprint has agreed to allow the County to attach the Public Safety Communications System to its DAS, at the County's cost, on two conditions: (i) MDAD's claim of $139,839.49 be released, and (ii) in the unlikely event that the County's system attached to the DAS causes a problem or interrupts Sprint's service to its customers, MDAD would need to indemnify Sprint for any monetary claims resulting from such problem or interruption.

MDAD has carefully reviewed the technological problems that could result and concluded that any problems or interruption in Sprint's service is highly unlikely. Even if a problem or interruption did occur, MDAD is satisfied that any monetary claim would be well below the $2,000,000.00 MDAD would have to spend to install its own facilities. This Agreement is retroactive to prevent interruption in service.

The Agreement anticipates that Sprint may issue sub-licenses to other cellular telephone companies seeking access to the DAS under conditions approved by MDAD. One of the conditions will require any sub-licensee to obtain a separate license from MDAD and pay MDAD a fee similar to the fee approved for the Sprint license. MDAD currently has the authority to execute such a sub-license that extends up to five (5) years. Because MDAD's separate license with another cellular telephone company needs to coincide with the term of the separate sub-license between that company and Sprint, and because that term may exceed five (5) years under the fifteen (15) year DAS Agreement, the attached resolution authorizes execution of a license that is longer than five years and also waives R-130-06, which requires a contract to be completely negotiated in final form and executed by all non-County parties, as being in the best interest of the County. While MDAD can enter into license agreements with additional cellular telephone companies seeking access to the DAS for a term that is longer than five (5) years, it cannot contract with companies for longer than the maximum remaining term of the Sprint Agreement.

The initial term of the Agreement is five (5) years, effective as of April 14, 2014. This Agreement may be extended automatically for two five (5) year periods, but either party may decline the extension with eighteen (18) months' notice.

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 2, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(A)(1)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)
12-2-14

RESOLUTION NO. R-1038-14

RESOLUTION RELATING TO MIAMI INTERNATIONAL AIRPORT; APPROVING A RETROACTIVE LICENSE AGREEMENT WITH SPRINT SPECTRUM, L.P. ("SPRINT") FOR AN INITIAL FIVE-YEAR TERM WITH TWO FIVE-YEAR AUTOMATIC RENEWAL OPTIONS UNLESS DECLINED FOR SPRINT'S CONTINUED INSTALLATION AND OPERATION OF A DISTRIBUTED ANTENNA SYSTEM ("DAS") THAT ENABLES CELLULAR TELEPHONE CALLS WITHIN THE TERMINAL BUILDING TO BE FORWARDED AND THEN DISTRIBUTED WORLDWIDE THROUGH THE DAS; APPROVING ATTACHMENT OF THE COUNTY'S PUBLIC SAFETY COMMUNICATIONS SYSTEM TO THE DAS; APPROVING COUNTY INDEMNITY OF SPRINT IN THE EVENT OF DAMAGES TO THE DAS RESULTING FROM SUCH ATTACHMENT AND OPERATION OF THE PUBLIC SAFETY COMMUNICATIONS SYSTEM; APPROVING THE COUNTY'S RELEASE OF ANY LICENSE FEE CLAIM ARISING OUT OF SPRINT'S PRIOR LICENSE AGREEMENT FOR THE DAS IN THE AMOUNT OF $139,839.49; APPROVING SPRINT'S PAYMENT TO THE COUNTY OF AN ANNUAL LICENSE FEE OF $250,000.00; AUTHORIZING MAYOR OR DESIGNEE TO EXECUTE ADDITIONAL LICENSE AGREEMENTS WITH OTHER CELLULAR TELEPHONE COMPANIES DESIRING ACCESS TO THE DAS; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO PLACE THE FOREGOING INTO EFFECT AND TO EXECUTE THE RENEWAL AND TERMINATION PROVISIONS OF THE AGREEMENT; WAIVING RESOLUTION NO. R-130-06

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and document, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the attached non-exclusive license agreement ("Agreement") between Miami-Dade County and Sprint Spectrum, L.P. ("Sprint"), retroactively for an initial term of five years commencing on

April 15, 2014, automatically extending the Agreement for two additional five-year terms unless declined with 18 months advance notice and with a license fee payable by Sprint in each year of the Agreement in the amount of two hundred fifty thousand dollars ($250,000.00), for Sprint's continued installation and operation of a Distributed Antenna System ("DAS") in and near the Terminal Building of Miami International Airport, for the purpose of increasing and assuring the efficient transmission of cellular telephone calls from passengers and users of the airport within the Terminal Building area; approving the attachment of the County's Public Safety Communication System to the DAS at the County's cost and the County's use of the DAS throughout the term of the Agreement at no fee payment by the County for such attachment and use; approving County indemnity of Sprint in the event of damages to the DAS resulting from such attachment and operation of the Public Safety Communications System through the DAS; approving the County's release of any license fee claim of the County arising out of Sprint's prior DAS license agreement in the amount of $139,839.49; approving the annual license fee of $250,000.00 payable by Sprint in each year of the Agreement; authorizing Mayor or Designee to execute additional license agreements with other cellular telephone companies desiring to access the DAS on the same terms and conditions as the attached Agreement, for a term that is not greater than the remaining term of the Agreement including its renewal terms and for a fee that is consistent with the then-current value of any such license agreements; authorizing the Mayor or designee to execute the Agreement and all documents necessary to place the foregoing into effect and to execute the renewal and termination provisions of the Agreement; and waiving Resolution No. R-130-06, which requires a contract to be completely negotiated, in final form and executed by all non-County parties, based on the Mayor's recommendation in the attached memorandum that it is in the best interest of the County to do so.

The foregoing resolution was offered by Commissioner **Audrey Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Daniella Levine Cava	**absent**	Jose "Pepe" Diaz	**absent**
Audrey M. Edmonson	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Jean Monestime	**aye**
Dennis C. Moss	**absent**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**aye**	Juan C. Zapata	**aye**

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of December, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Thomas P. Abbott

Agreement No.:
Customer No.:
Doc. Name.:

NONEXCLUSIVE LICENSE AGREEMENT BETWEEN MIAMI-DADE COUNTY THROUGH ITS AVIATION DEPARTMENT AND SPRINT SPECTRUM L.P., FOR ACCESS AT MIAMI INTERNATIONAL AIRPORT

THIS NONEXCLUSIVE LICENSE AGREEMENT BETWEEN MIAMI-DADE COUNTY THROUGH ITS AVIATION DEPARTMENT AND SPRINT SPECTRUM L.P., FOR ACCESS AT MIAMI INTERNATIONAL AIRPORT (this "LICENSE") is made this_____ day of_____, 2014 ("Commencement Date"), by and between MIAMI-DADE COUNTY through its AVIATION DEPARTMENT, the owner of the property covered by this License ("MDAD" OR "Licensor"), and Sprint Spectrum L.P, a Foreign (non-Florida) limited partnership, authorized to do business in Florida, ("Licensee" or sometimes "Sprint").

WITNESSETH:

WHEREAS, the Licensee desires to enter into a non-exclusive license for the operation and maintenance of the installed Distributed Antenna System ("DAS") at approved locations at Miami International Airport (sometimes "MIA" or the "Airport") in furtherance of its cellular telephone network, for which Licensee shall pay MDAD a licensee fee; and

WHEREAS, the parties formerly entered into a prior five-year license agreement (the "Prior License") for the installation, operation, and maintenance of Licensee's DAS equipment pursuant to Sections 125.012(8) and 125.012(19) of the Code of Miami-Dade County which authorized MDAD to enter into five-year license agreements for the use of the Miami International Airport; and

WHEREAS, the Prior License terminated or will terminate as of 11:59 PM on April 14, 2014, and the parties desire to enter into this License to supersede and replace the Prior License; and

WHEREAS, as consideration for the Settlement and Release of disputed claims described in Section 6, Paragraph 3 of this License, the Licensor desires to attach certain Public Safety Communication Systems to the DAS and Licensee consents to such action, pursuant to the terms, conditions and provisions set forth in Exhibit B attached hereto and incorporated herein by reference;

NOW, THEREFORE, In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

SECTION 1 Distributed Antenna System

1. Grant of License: In consideration of Licensee's payments as provided in Section 4, Licensor hereby grants unto the Licensee a nonexclusive license and privilege to enter upon, and to perform such lawful acts required upon the land or within the facilities of Miami International Airport, as shall be specifically described in Exhibit A, attached hereto and made a part hereof, as the parties may mutually amend from time to time, for the installation, operation and maintenance of a Distributed Antenna System as part of Licensee's national cellular telephone network.

2. License Term: The Term of this License is for a period of five years (the "Initial Term") commencing at 12:01 AM on April 15, 2014 (the "Commencement Date"), and ending at 11:59 P.M. five (5) years after the Commencement Date. Upon the later of full execution of this License or April 14, 2014, any and all other DAS licenses between Miami-Dade County and/or MDAD and Sprint relating to MIA will automatically terminate or otherwise expire, but each party shall be liable thereunder for any obligation that arose prior to the termination or expiration.

3. Renewal Term: This License will automatically be extended for up to two (2) additional terms of five (5) years each (each a "Renewal Term"), commencing upon expiration of then-current Initial Term or Renewal Term, under the same terms and conditions as are set forth in this License, unless either party notifies the other of its intention not to renew this License, such notice being provided at least eighteen (18) months prior to the termination of the then-current Initial Term or Renewal Term.

4. Licensee's Rights: The parties agree that the licensee fee paid to MDAD hereunder is consideration for Licensee's privilege of using Miami International Airport and not for the renting or leasing of any portion of the Airport. This License does not grant the Licensee any rights to vehicle parking, equipment storage space, or any other rights in, or for any land or space, except as provided under Section 5.3 hereof, nor does this License constitute the Licensee as the agent or representative of Licensor for any purpose whatsoever.

5. Licensor's Rights: The parties agree that the Licensor has right to connect its public safety communications systems to and use the DAS upon the terms, provisions and conditions set forth in Exhibit B, without payment of any fee for such connection and use.

6. Installation of Equipment: Licensee shall comply with all requirements and regulations of MDAD regarding the installation, operation, and maintenance of the DAS and other allowed equipment at MIA. Licensee shall not commence any installation of such equipment until it receives approval in writing from MDAD as to the approved locations for installation of such equipment and all other conditions and requirements applicable to such installation, as well as to the operation and maintenance of the equipment. In particular, Licensee shall comply with all requirements and directives of any federal, state, or local security agency having jurisdiction to operate at MIA.

7. Removal of Equipment: If MDAD reasonably determines that the Licensee's equipment or any portion thereof, is interfering with MDAD's use and operation of MIA or interfering with the airlines' use and operation of the airport, Licensee shall immediately cease whatever is causing such interference until Licensee and MDAD mutually determine how the interference can be avoided. If MDAD, in its reasonable discretion, determines that such interference cannot be reasonably avoided, Licensee shall remove the equipment causing the interference from the Airport.

8. Additional Users of the DAS Equipment: Licensee shall have the right to license other cellular telephone companies to use the DAS and other allowed equipment, at a fee and under the conditions determined by Licensee. MDAD shall have no right to participate in the fees to be paid by such companies to Licensee, but MDAD shall have the right to determine the conditions under which such participation shall be allowed and the fees that must be separately paid to MDAD for such participation.

9. Restoration of Premises: This non-exclusive license is granted upon the express condition that the Licensee will restore or cause to be restored all premises and facilities used by Licensee hereunder upon the cessation of use of such locations or upon the termination of this License, such restoration to include bringing such locations to substantially their original condition after each act of cessation or termination, reasonable wear and tear excepted.

10. Right to Flight: There is hereby reserved to the Licensor, its successors and assigns, for the use and benefit of Licensor, MDAD, and the public, a right to flight for the passage of aircraft in the air space above the surface of the premises herein described, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation or flight in the air using said air space or landing at, taking off from or operating on the land or facilities subject to this License.

11. Restriction of Height. Licensee expressly agrees to restrict the height of structures, objects, or natural growth and other obstructions to be located as authorized herein on the described premises to such height so as to comply with Federal Aviation Regulations, Part 77, and with the Code of Miami-Dade County, whichever is more restrictive, as same may be amended from time to time.

12. No Airport Hazards: The Licensee expressly agrees to prevent any use of the described premises which would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an Airport hazard.

13. Relocation of Equipment: Upon ninety (90) days written notice, Licensee may be required to relocate to some other location from the facilities or uses authorized, constructed and/or installed as a result of the present or future operation of the Airport. Such relocation shall be accomplished by at the sole cost and expense of the Licensee. In the event that the Fiber Head-In room on the ground level of the Dolphin Garage is affected, the relocation shall be accomplished at the sole cost and expense of the benefiting entity.

14. Subordination to Federal Obligations. (A) This Agreement hall is subordinate to the provisions of any existing or future agreements between Licensor and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. All provisions of this License shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and upon such lease to, or assumption of control by, the United States of America the provisions of this License shall be suspended to the extent necessary therefor.

15. Improvements Free and Clear: The improvements made by the Licensee shall become the property of MDAD at the conclusion of this License. The Licensee agrees that any contract for construction, alteration or repairing of the improvements or for the purchase of material to be used, or for work and labor to be performed shall be in writing and shall contain provisions to protect MDAD from the claims of any laborers, subcontractors or materialmen against the improvements.

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SECTION 2 General

1. Rules and Regulations: The Licensee shall observe, obey and comply with all applicable ordinances of Miami-Dade County, Florida ("County") and all other laws, statutes, ordinances, regulations, rules, and policies of the Federal, State and County governments (including those of the Aviation Department), and any and all plans and programs developed in compliance therewith, which may be applicable to its operations under this License.

2. Permits and Licenses: The Licensee shall obtain and maintain current all permits and licenses required for its operations hereunder and shall pay all taxes and license fees and excises which may be assessed, levied, exacted or imposed on its operations hereunder and shall make all applications, reports and returns required in connection therewith. Such permits and licenses may include, but not be limited to, Certificates of Use and Occupancy and any operating licenses required by the County's Department of Environmental Resources Management ("DERM") or it's successor Department. Upon request from MDAD, the Licensee shall provide MDAD, or others designated by MDAD, copies of any and all permits and licenses, applications therefore and reports required in connection therewith, which MDAD may reasonably request.

3. Indemnification: The Licensee shall defend, indemnify and hold Licensor and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which Licensor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, relating to or resulting from the negligent performance or willful misconduct of the Licensee or its employees, agents, servants, partners principals or subcontractors . The Licensee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action of any kind or nature in the name of Licensor, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may issue thereon. The Licensee expressly understands and agrees that any insurance protection required by this License or otherwise provided by the Licensee shall in no way limit the responsibility to indemnify, keep and save harmless and defend Licensor or its officers, employees, agents and instrumentalities as herein provided.

4. Payment of Claims: The Licensee agrees to pay on behalf of Licensor any penalty, assessment or fine, issued against Licensor or to defend, or to compromise, in the name of Licensor any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Licensee, its agents, employees or invitees, have violated any law, ordinance, rule or regulation, directive or

any plan or program developed in compliance therewith.

5. Assignment and Transfer: The rights and privileges granted to the Licensee hereunder shall be exercised only by the Licensee, through its officers, partners and employees, and not by or through any other person, corporation or legal entity. This License may not be transferred, accessed, sold, traded, conveyed, assigned, assumed, subcontracted, granted, passed as bailment, collateral, be subject to lien, pawned, partitioned, or pledged, without the express written approval of MDAD. Any request or intention by one company to assume or acquire the responsibilities, services, or activities of this Agreement requires the written approval of MDAD. Notwithstanding anything to the contrary, approval will not be unreasonably withheld. Notwithstanding the foregoing, MDAD acknowledges that (a) immediately upon full execution this License will be assigned by Sprint Spectrum L.P. to its affiliate, Sprint Spectrum Realty Company, L.P., and (b) MDAD hereby consents to and approves such assignment.

6. Financial responsibility: The Licensee shall be financially responsible for the repair or replacement of any property of Licensor damaged by the Licensee, its employees, agents, servants, partners, principals, contractors or subcontractors in connection with this License, except for normal wear and tear. The Licensee shall notify MDAD as to any damage to Airport property caused by Licensee or such other parties and such damage shall be repaired by MDAD and the cost of such repair, plus 10% for administrative costs, shall be paid by the Licensee to Licensor upon billing.

7. Signs and Posters: No signs, posters, or similar devices shall be erected, displayed or maintained by the Licensee on the Airport, its equipment or vehicles, without the written approval of MDAD, and any not so approved, may be removed by MDAD at the expense of the Licensee. The Licensee shall, for identification purposes as opposed to advertising purposes, place its standard corporate identification on all of its equipment and vehicles operating on the Airport.

8. Default Termination: The Department shall have the right, upon not less than (thirty) 30 calendar days written notice to the Licensee, to terminate this License if the Licensee fails to comply with any of the terms, conditions and covenants of this License, unless the default shall have been cured within the notice period, provided that the period for cure shall be extended for such reasonable time as necessary to complete the same if such cure is commenced within the notice period and thereafter diligently pursued to completion.

9. Notices: Any notices required herein shall be delivered by hand or sent by certified or registered mail to the parties as follows:

To Miami-Dade County:

Director

Miami-Dade County Aviation Department
P.O. Box 025504
Miami, Florida 33102-5504

To the Licensee:

Sprint Nextel Property Services
Mailstop: KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

With a copy to:

Sprint Nextel Law Department
Mailstop: KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020
Attention: Real Estate Attorney

or to such other address in lieu thereof as may hereafter be designated in writing by either party.

SECTION 3 Insurance

In addition to such Insurance as may be required by law, Licensee shall maintain during the term of this License the following insurance:

(A) **Commercial General Liability Insurance** on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than $1,000,000 combined single limit, per occurrence for bodily injury and property damage. Licensor must be an Additional Insured with respect to this coverage.

(B) **Automobile Liability Insurance** Automobile Liability Insurance covering all owned, non-owned and hired vehicles used by the Licensee in connection with its operations under this License in an amount not less than:

(1) $5,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Licensee on the AOA. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

(2) $300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Licensee off of the AOA.

The insurance coverage required shall include those classifications, as listed in the standard liability manuals, which most nearly reflect the operations of Licensee in this License. All insurance policies required herein shall be issued by companies authorized to do business under the Laws of the State of Florida. The companies must be rated no less than "A-" as to management, and no less than "VII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by the Miami-Dade County Risk Management Division.

Prior to the commencement of operations hereunder, and annually thereafter, the Licensee shall furnish certificates of insurance to MDAD, Risk Management which certificates shall clearly indicate: (1) that the Licensee has obtained insurance in the type, amount and classifications as required for strict compliance with this Section; (2) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions; and (3) that Miami-Dade County is named as an Additional Insured with respect to the Commercial General Liability coverage.

Licensor reserves the right to request the Licensee to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to the Licensee. Any amended insurance coverage and any amended monetary levels of insurance shall be consistent with types and levels of insurance coverage required by Licensor of all other similarly-situated users of County property.

Compliance with the foregoing requirements shall not relieve the Licensee of its liability under any other portion of this License.

SECTION 4 Fees and Payments

Licensee shall pay the Licensee Fee within 10 days of the Commencement Date.

1. Licensee Fee: The Licensee Fee shall be two hundred fifty thousand dollars ($250,000.00) annually, payable initially within 10 days of the Commencement Date and on each anniversary date thereafter. Licensee shall have the option to pay the Licensee Fee in twelve equal payments on or before the first of each month, without billing or demand, with interest of one and one half percent (1 1/2%) on a declining balance basis. Such Licensee Fee shall be neither non-refundable nor prorated for a partial year regardless of how long this License or any longer-term license shall continue.

2. Sales Tax: If Florida's Department of Revenue determines that any fee or any portion thereof is subject to sales taxes, Licensee shall be responsible for payment of such sales tax that may be imposed upon Licensee's payments hereunder; provided, however, Licensee shall be entitled to contest the imposition of such sales taxes in whatever manner is then permitted by law.

3. Payment Security: Prior to the commencement of this License, the Licensee shall provide the County with a cash deposit, an irrevocable letter of credit or a performance bond acceptable to the Department and so endorsed as to be readily negotiable by the County, as security for the payments required hereunder, in the amount of $250,000.00, plus any applicable State sales/use taxes, as may be required by law. The amount of such payment security may be increased annually to an amount equal to the annual payments made by the Licensee in the prior year. Such payment security shall be kept in full force throughout the term of this License. The Department may draw upon such payment security instrument if the Licensee fails to pay the fees and charges required to be paid under this License within the time limits specified herein.

4. Late Payment: In the event the Licensee fails to make any payments, as required to be paid under the provisions of this License, within ten (10) calendar days after same shall become due, interest at the rates established form time to time by the Board of County Commissioners (currently set at 1 1/2% per month), shall accrue against all such delinquent payment(s) from the original date due until the MDAD receives payment.

The right of MDAD to require payment of such interest and penalty fees and the obligation of the Licensee to pay same shall be in addition to and not in lieu of Licensor's rights to enforce other provisions herein, including termination of this License, or to pursue other remedies provide by law.

5. Dishonored Check or Draft: In the event that the Licensee delivers a dishonored check or draft to Licensor in payment of any obligation arising under this License, the Licensee shall incur and pay a service fee of TWENTY-FIVE DOLLARS, if the face value of the dishonored check or draft is $50.00 or less, THIRTY DOLLARS, if the face value of the dishonored check or draft is $50.00 and less than $300.00, FORTY DOLLARS, if the face value of the dishonored check or draft is $300.00 or more, or Five Percent of the face value of such dishonored check or draft, whichever is greater. Further, in such event, MDAD may require that future payments required pursuant to this License be made by cashier's check or other means acceptable to MDAD.

6. Payment Address: The Licensee shall pay and/or submit all fees required to be paid under this License to the following address:

Miami-Dade County Aviation Department
Finance Division
P.O. Box 526624
Miami, Florida 33152-6624

SECTION 5 Standards

1. Security Identification Display Areas Access-Identification Badges: The Licensee shall be responsible for requesting MDAD to issue identification ("ID") badges to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, designated in the Airport's security program and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Licensee or upon termination of this License. Each employee must complete the SIDA training program conducted by MDAD, before an ID badge is issued. The Licensee shall pay, or cause to be paid, to MDAD such nondiscriminatory charges, as may be established from time to time, for lost or stolen ID badges and those not returned to MDAD in accordance with this Section. MDAD shall have the right to require the Licensee to conduct background investigations and to furnish certain data on such employees before the issuance of such ID badges, which data may include the fingerprinting of employee applicants for such badges.

2. Standards: The conduct of the Licensee, its employees and agents, shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. MDAD shall have the right reasonably to object to the Licensee regarding the demeanor, conduct and appearance of the Licensee's employees and agents, whereupon the Licensee shall take all steps necessary to remove or correct the cause of the objection. The Licensee shall remove or have removed all trash and refuse to such locations in such manner as shall be designated by MDAD and in accordance with Federal, State, and County requirements.

3. Common Use Facilities: The Licensee shall have the right, in common with others, as necessary for the performance of the services authorized herein, to use the ramps, roads, streets, and bridges and all other non-exclusive or common use facilities owned or provided by Licensor for non-exclusive air carrier use, in accordance with regulations and operating procedures and the facility use assignment processes of MDAD and subject to the payment of the nondiscriminatory fees, rates and charges established by Licensor for such uses. However, the Licensee shall not be authorized to operate vehicles on the Air Operations Area (AOA) of the Airport, unless such access is determined to be necessary by MDAD. In such event the Terms and Conditions of this License will be amended to include the vehicle insurance requirements for all vehicles operating in the AOA.

4. Conduit Access: Licensee has identified existing conduit within which to place fiber optic cable from the hub site to the airport terminal. In the event that Licensee desires to place its facilities within any other existing

conduits as identified during construction, Licensee shall notify Licensor and request permission to place facilities in the conduit. The decision as to whether Licensee may access the alternative conduit shall be made exclusively by the Licensor. In the event Licensor grants Licensee's conduit access request, Licensor shall identify a one-time access fee which shall be paid to Licensor within 10 days of access to the conduit. In the event that Licensor does not grant access to the alternative existing conduit, Licensee may, subject to Licensor approval which shall be provided solely at Licensor's discretion, install new conduit which shall be at all times at Licensee's sole cost and expense.

5. Personnel: The Licensee shall properly control its employees who shall present a clean and neat appearance at all times, discharge their duties in a courteous and efficient manner, shall be suitably uniformed and wear appropriate corporate and Airport identification.

6. Discrimination: The Licensee, in exercising any of the rights, or privlieges herein granted, shall not on the grounds of age, race, color, sex, religion, national origin, ancestry, or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Rules and Regulations of the Secretary of Transportation, the Americans with Disabilities Act or any other applicable Federal, State and County laws, rules and regulations. Licensor is hereby granted the right to take such actions, anything to the contrary herein notwithstanding, as any agency of the United States Government or any court of competent jurisdiction may direct to enforce this nondiscrimination covenant.

7. Drug-Free Workplace Default: The Licensee acknowledges, that as part of its application for a License, it provided to Licensor a Drug-Free Workplace Affidavit certifying that it is providing a drug-free workplace for its employees, as required by County Ordinance No. 92-15, adopted on March 17, 1992, as such may be amended from time to time ("Ordinance"). Based on the provisions of said Ordinance, Licensor shall have the right, upon 30 days written notice to the Licensee, to terminate this License in the event the Licensee fails to provide, as of each anniversary of the effective date of this License, the annual re-certification affidavit as required by the Ordinance; provided, however, that such termination shall not be effective if the Licensee submits the required Affidavit within the notice period.

Further, this License shall be terminated upon not less than fifteen calendar days written notice to the Licensee, and without liability to Licensor, if MDAD or the County Manager determines any of the following:

(a) That the Licensee has made a false certification in its execution of the Affidavit submitted with its application or in its annual re-certification as required by the Ordinance;

(b) That the Licensee has violated its original or renewal certification by failing to carry out any of the specific requirements of the Ordinance, other than the annual re-certification; or

(c) That such a number of employees of the Licensee have been convicted of violations occurring in its workplace(s) as to indicate that the Licensee has failed to make a good faith effort to provide a drug-free workplace as required by the Ordinance.

8. Vehicles and Equipment: Vehicles and equipment of the Licensee, brought on to the Air Operations Area ("AOA") of the Airport, shall at all times comply with the regulations of MDAD, as provided under Chapter 25, Code of Miami-Dade County, Florida as well as all Operating Directives and other published policies of the Licensor applicable to the Airport, and shall be subject to approval by MDAD. MDAD shall have the right, but shall not be obligated, to inspect, at any time, the vehicle and equipment of the Licensee for proper safety equipment and general operating conditions. MDAD shall further have the right to require removal from the AOA of any vehicle or equipment of the Licensee determined by MDAD, in its sole discretion, to be unsafe or which may cause environmental damage. MDAD shall have no liability to the Licensee for such removal. Vehicles and equipment of the Licensee may not be stored on common use AOA.

9. AOA - Vehicle Operator: Before the Licensee shall authorize any employee to operate a motor vehicle of any type or kind on the AOA, the Licensee shall require such employee to attend and successfully complete the AOA Driver's Training Course conducted from time to time by MDAD. The privilege of a person to operate a motor vehicle on the AOA may with withdrawn by MDAD because of violations of AOA driving rules. Notwithstanding the above, the Licensee shall be responsible for ensuring that all such vehicle operators of vehicles operating on the Airport and the AOA have a current, valid Commercial Driver's License of the proper Class and with the proper endorsements, as required by law.

10. AOA - Right to Search: The Licensee agrees that its vehicles, cargo, goods and other personal property are subject to being searched when attempting to enter or leave and while on the AOA. The Licensee further agrees that it shall not authorize any employee or agent to enter the AOA unless and until such employee or agent has executed a written consent to-search form acceptable to MDAD. Persons not executing such consent-to-search form shall not be employed by the Licensee at the Airport, in any job requiring access to the AOA.

It is further agreed that MDAD has the right to revoke or suspend prior AOA access authorization or to prohibit an individual, agent or employee of the Licensee from entering the AOA based upon facts which would lead

a person of reasonable prudence to believe that such individual, employee or agent might be inclined to engage in theft, cargo tampering, aircraft sabotage or unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before the Director of MDAD or his designated management representative within reasonable time. Prior to such hearing, the person whose authorization has been revoked or suspended or who has been denied access to the AOA shall be advised in writing, as to the reason for such action.

11. Working Restrictions: The Licensee understands and agrees that all persons entering and working in or around international aircraft and facilities used by various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by Federal Inspection Services agencies may not be employed by the Licensee in areas under the jurisdiction or control of such agencies.

SECTION 6 Other

1. Entirety of License: The parties hereto agree that this License sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this License may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

2. Disclosures: The Licensee acknowledges that it has completed and submitted a Drug Free Workplace Affidavit, a Miami-Dade Disclosure Affidavit, a Family Leave Affidavit, a Public Entity Crimes Affidavit, an Arrearage Affidavit, a Criminal Record Affidavit, and a Disability Nondiscrimination Affidavit. The discovery of any misrepresentation on any of these documents shall result in the automatic termination of this License by MDAD.

3. Settlement and Release: Under the Prior License between the parties, a dispute arose as to whether Licensee owed Licensor $139,839.49 for continuing license fees following the expiration of the stated term of the Prior License. In consideration of Licensee's allowing Licensor under this License the right to connect its public safety communication systems and to make use of the DAS as set forth in Exhibit B attached hereto and incorporated herein, and for other good and valuable consideration between the parties, the receipt and sufficiency of all of which are acknowledged by the parties through their signatures below, Licensor waives any claim for Licensee's payment of $139,839.49 and hereby releases Licensee from any such claim or for any claim for additional

licensee fees arising out of the Prior License. Any obligations of Licensee, however, arising out of such Prior License other than for licensee fees are not released by Licensor.

By execution of this License, Licensor and Licensee agree to the terms and conditions stated herein.

IN WITNESS WHEREOF, the parties have caused this License to be executed by duly authorized representatives thereof.

Miami-Dade County through its Aviation Department (Licensor)

Witnesses:

Maria V. Garcia

Printed Name: Maria V. Garcia

Executive Secretary

Printed Name: _____

By: K. A. Pyatt

Name: K. A. Pyatt

Title: Dep. Dir

Date: 8/18/14

APPROVED BY:

_____

County Mayor

Sprint Spectrum L.P. (Licensee)

Witnesses:

_____

Printed Name: _____

_____

Printed Name: _____

By: John E Boland

Name: John E. Boland

Title: SR Mgr, Contracts

Date: 7-16-2014

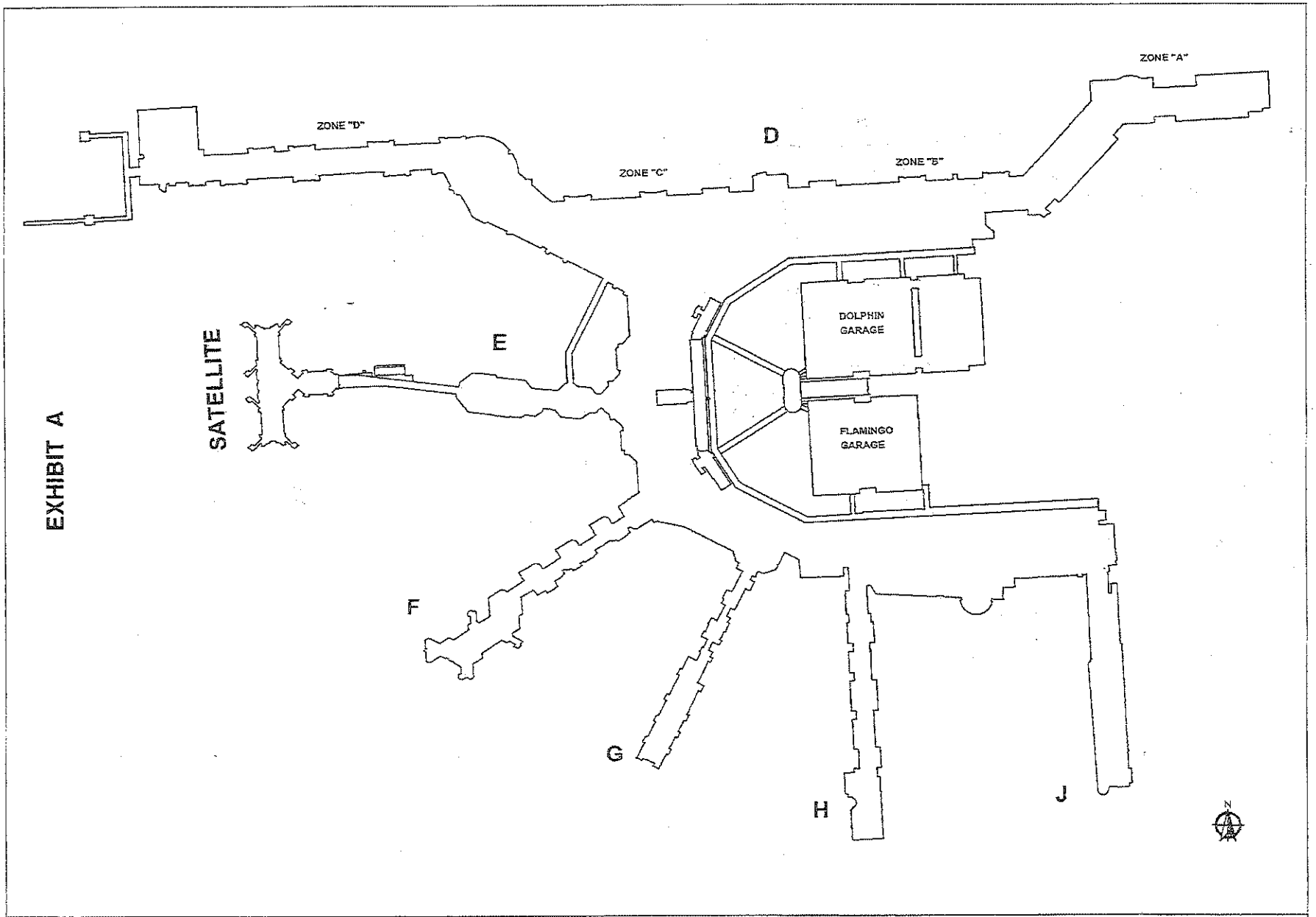
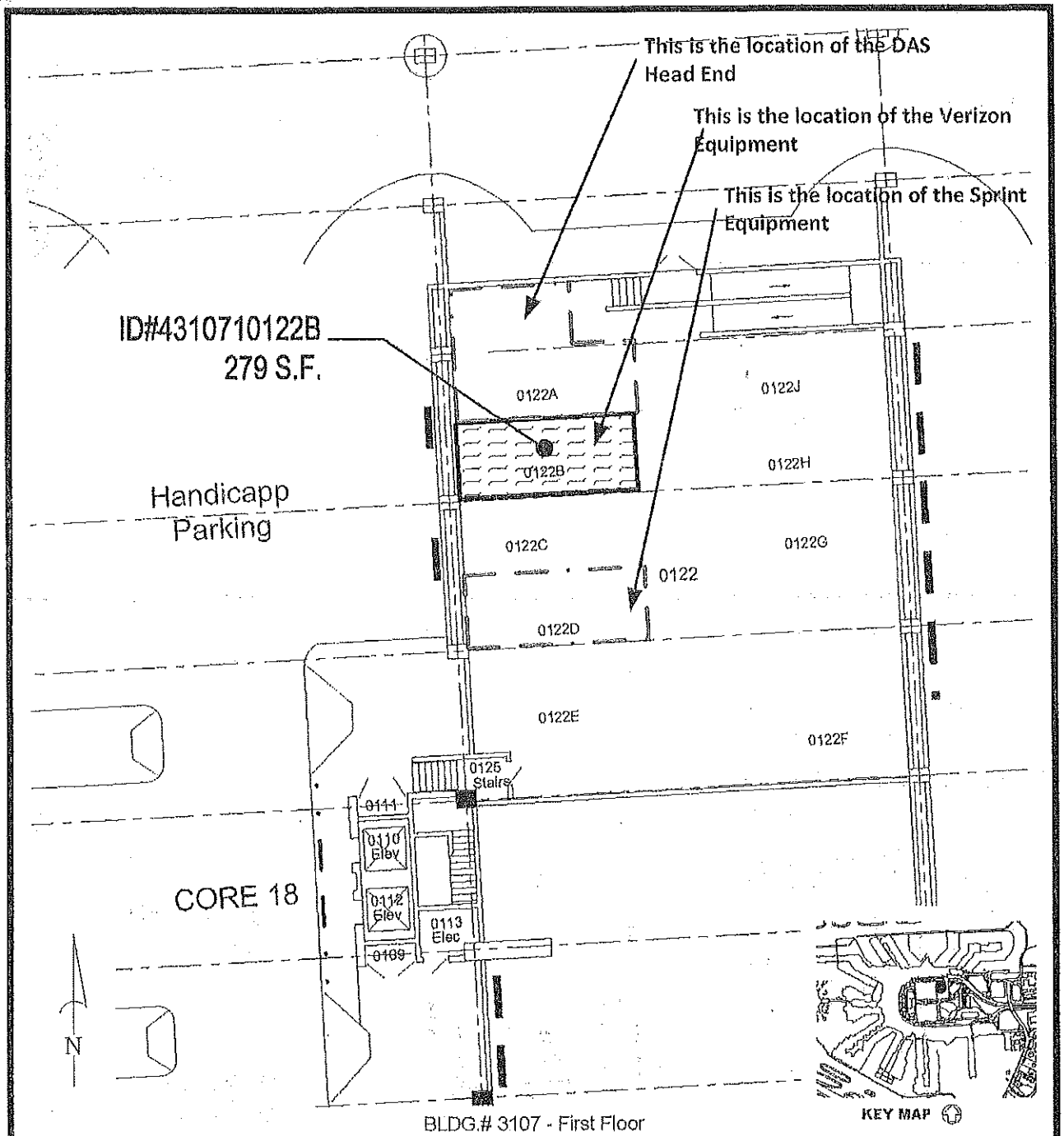


EXHIBIT A - SPRINT

MIA - DAS

PROJECT FILE: 4671
DATE: 06-25-14

TECHNICAL SUPPORT DIVISION



BLDG.# 3107 - First Floor

CODE:	SPACE CLASS	SQ. FT.
	Non A/C Operating space	279
		279

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A
SPRINT

SCALE: N.T.S.	FILE #: 4694	DATE: 7/10/2014

Exhibit B

Licensor's Rights to DAS
Public Safety Communications
Systems

1. MDAD's Equipment: "MDAD's Equipment" shall specifically include, and shall be limited to, facilities and equipment owned or operated by Miami-Dade County as a part of its own Public Safety Communications Systems (as hereinafter defined), and which Sprint and MDAD have agreed may be connected to the DAS pursuant to the terms, provisions and conditions of this Agreement. No equipment or facilities owned or operated by any local, county, state or federal government entity other than Miami-Dade County, or by any third party, shall be deemed or construed to be included in "MDAD's Equipment" for purposes of this Agreement. Regardless of the actual ownership or use of, or operational control over, the equipment and facilities comprising or included in any Public Safety Communications System owned or operated by Miami-Dade County or by any agency, bureau, administrative body, or other governmental entity which is or may be connected to the DAS pursuant to this Agreement, all such equipment and facilities are included in the term "MDAD's Equipment" for purposes of this Agreement, and the connection of all such equipment and facilities to the DAS (i) will be subject to all the terms, provisions and conditions of this Agreement, and (ii) will be subject to exclusive management and supervision by MOAD for purposes of such connection to the DAS and, thereafter, for operational management and control thereof.

2. Public Safety Communications System: "Public Safety Communications System" means and shall be limited to the physical facilities and equipment which Miami-Dade County uses or may use solely and exclusively for or in connection with the creation, provision, transmission, reception, monitoring, management or coordination of communications or information, either internally or to the general public, relating to Miami-Dade County's response to and management of emergencies, including but not limited to natural or man-made disasters, events or occurrences endangering or affecting public safety, security or welfare, terrorism, acts of war, riot or insurrection, vandalism or malicious mischief, or similar events or occurrences creating or threatening to create immediate and substantial harm to the general public. For purposes of this Agreement, "Public Safety Communications System" shall include only and shall be specifically limited to physical facilities and equipment which are under the exclusive control and management of MDAD, regardless of the ownership thereof. Any equipment, facilities, services or other systems owned or operated by Miami-Dade County which are not included in this definition of "Public Safety Communications System," and any similar equipment, facilities, services or other systems owned or operated by government entities other than Miami-Dade County, are not

subject to this Agreement and shall not be connected to the DAS without, at Sprint's election, either (i) an amendment to this Agreement, or (ii) a separate agreement between Sprint and the government entity that owns or operates such equipment, facilities, services or other systems.

3. Representations, Warranties and Undertakings of MDAD Relating to MDAD's Authority and Expertise: With the specific intent and knowledge that Sprint shall or may rely upon the same, MDAD specifically represents, warrants and undertakes as follows:

a) For purposes of this Agreement, MDAD is specifically and lawfully authorized to act as an agent for, on behalf of, and in the name of Miami-Dade County, together with and including all of the departments, divisions, agencies, bureaus and other administrative bodies or entities by or through which Miami-Dade County lawfully administers, manages or otherwise operates its governmental, proprietary, public safety and emergency response functions. Upon approval of the License Agreement of which this Exhibit B is a part, MDAD has full and lawful authority to enter into this Agreement on behalf of Miami-Dade County, and all of the rights and obligations of MDAD as set forth in this Agreement are the rights and obligations of Miami-Dade County, and are legally binding upon Miami-Dade County.

b) MDAD specifically represents and warrants that it is, and shall at all times during the term of this Agreement and any renewals thereof remain, lawfully authorized and empowered to act for and on behalf of Miami-Dade County, for all purposes related in any manner to the connection of the Public Safety Communications Systems owned and operated by Miami-Dade County which MDAD shall connect to the DAS pursuant to the terms and provisions of this Agreement.

c) MDAD, for itself and on behalf of Miami-Dade County, expressly acknowledges, represents and warrants (i) that the design, maintenance, operation and management of Public Safety Communications Systems require facilities, expertise, training, resources and knowledge that are unique to experts in such systems, and that are distinct and different from the facilities, expertise, training, resources and knowledge required by Sprint and other providers of commercial wireless telecommunications services for use by the general public; (ii) that it possesses al the expertise, skill, training, qualifications, resources and knowledge required or appropriate to design, maintain, operate and manage Public Safety Communications Systems that are adequate and sufficient to protect the public safety and welfare in all circumstances; (iii) that in connection with the design, maintenance, operation and management of MDAD's and Miami-Dade County's Public Safety Communications Systems and Equipment it is relying, and shall rely at all times during the New Initial Term and any Renewal Terms of this Agreement, solely and exclusively on its own expertise, skill, training, qualifications, resources

and knowledge, and not that of Sprint or any third party; (iv) that it acknowledges and agrees that Sprint has made no representations or warranties whatsoever with respect to Sprint's expertise, skill, training, qualifications, resources and knowledge with respect to the design, installation, maintenance, operation or management of Public Safety Communications Systems; (v) that Sprint has expressly given notice to MDAD that Sprint is not engaged in the business of designing, installing, maintaining, operating or managing Public Safety Communications Systems and that Sprint neither claims nor represents that it has any expertise with respect thereto; and (vi) that Sprint has specifically and expressly disclaimed and denied that it has any expertise with respect to the design, installation, maintenance, operation or sufficiency of public safety communications systems, and has expressly advised MDAD that MDAD should and must rely on its own independent expertise and analysis in determining whether or not the DAS is adequate and sufficient for the purposes intended by MDAD.

4. Grant of Exclusive License to Connect: Sprint hereby grants to MDAD, for the term of this Agreement and any renewal thereof, an exclusive license for MDAD to connect MDAD's Equipment to the DAS, subject however to the following:

(1) The license granted herein to MDAD is and shall be exclusive to MDAD, and MDAD shall not without the prior written approval of Sprint (i) assign or sublicense its rights to any other government entity or any third party, or (ii) otherwise authorize, approve or permit (a) use of MDAD's Equipment, (b) access to the premises licensed by Sprint pursuant to this Agreement, or (c) connect any other equipment or facilities to the DAS.

(2) MDAD's Equipment that may be connected to the DAS and the frequencies which MDAD's Equipment may operate through the DAS shall include, and shall be limited to, the equipment, facilities and frequencies described in Exhibit B1 to this Agreement, and no other equipment, facilities or frequencies shall be connected to or operated through the DAS by MDAD, Miami-Dade County, or any other government entity or third party, unless the same shall be approved in writing by Sprint prior to such connection and operation.

(3) Nothing contained herein shall be deemed or construed to authorize or permit any local, county, state or federal government entity other than MDAD, or any third party, to connect any Public Safety Communications Systems or other facilities or equipment to the DAS, unless Sprint shall approve such connection in writing and in advance.

5. MDAD's Authorized Equipment and Frequencies, and Modifications Thereto: Except as specifically set forth in the following subsections, and subject to prior written approval by Sprint, MDAD's Equipment connected to the DAS, and use of the DAS by Miami-Dade County, shall be limited to the equipment, facilities, frequency ranges, channels, power input, and sectors specified in Exhibit B1 to

this Agreement.

6. Frequency Modifications by MDAD: With the prior written approval of Sprint, which approval shall not be unreasonably withheld, conditioned or delayed, and provided that any frequency modifications by MDAD (i) shall not require Sprint to modify either the DAS or Sprint's operation of the DAS, (ii) interfere with or require modification of existing connections between MDAD's Equipment and the DAS, or (iii) interfere with Sprint's own use of the DAS or the use of the DAS by third parties authorized by Sprint to use the DAS prior to the date of this Agreement, MDAD shall have the right at any time during the term of the Agreement or any renewal thereof to scale its Public Safety Communications Systems as is operationally necessary by adding or subtracting spectrum or changing the frequencies set forth in Exhibit B1.

7. Modifications to MDAD's Equipment: With the prior written approval of Sprint, which approval shall not be unreasonably withheld, conditioned or delayed, and provided that any modifications to MDAD's Equipment shall not (i) require Sprint to modify either the DAS or Sprint's operation of the DAS, (ii) interfere with or require modification of existing connections between MDAD's Equipment and the DAS, or (iii) interfere with Sprint's own use of the DAS or the use of the DAS by third parties authorized by Sprint to use the DAS prior to the date this Agreement, MDAD at its own cost and expense (or that of Miami- Dade County) and at any time during the term of the Agreement or any renewal thereof shall the right to modify, upgrade, repair, replace or otherwise alter MDAD's Equipment.

8. Equipment Modifications to the DAS at MDAD's Request: If at any time during the New License Term or any Renewal Term, additional or modified equipment resources on or within the DAS are required by MDAD for its use of the DAS that are in excess of the DAS as it exists at the date of this Agreement, MDAD will reimburse Sprint for the reasonable and actual costs incurred by Sprint to design, engineer, obtain and install such additional or modified equipment resources and integrate the same into the DAS. Nothing contained herein shall be deemed or construed to require Sprint to make any additions, modifications or alterations to the DAS unless and until MDAD and Sprint have reached a mutually acceptable agreement with respect to the scope and cost of such modifications or alterations.

9. Ownership of and Responsibility for MDAD's Equipment and Miami-Dade County's Public Safety Communications Systems: MDAD will at all times retain ownership and control of MDAD's Equipment, and Miami-Dade County will at all times retain ownership and control of Miami-Dade County's Public Safety Communications Systems, and Sprint shall have no obligation, responsibility or liability whatsoever arising from or related to the ownership, installation, maintenance, adequacy, reliability or operation of MDAD's Equipment or Miami-Dade County's Public Safety Communications Systems. MDAD and Miami-Dade County shall have the sole obligation to maintain, repair, replace, operate, modify, upgrade and assure the safety, adequacy and reliability of MDAD's Equipment and Miami-Dade County's Public Safety Communications Systems.

Nothing contained in this Agreement shall be deemed or construed to create any obligation or responsibility on the part of Sprint for the performance, adequacy, sufficiency, reliability, or capability of MDAD's Equipment and Miami-Dade County's Public Safety Communications Systems, or for the management, maintenance or operation of MDAD's Equipment or Miami-Dade County's Public Safety Communications Systems. MDAD and Miami-Dade County will, respectively, be solely responsible for utility and all other costs incurred in connection with the maintenance and operation of MDAD's Equipment and Miami-Dade County's Public Safety Communications Systems.

10. Ownership of the DAS: Nothing contained herein shall be deemed or construed to grant MDAD, Miami-Dade County, any other government entity, or any third party any interest in or ownership of the DAS, or of any of Sprint's equipment and facilities comprising or associated with the DAS, except for Licensor's ownership rights at the termination of the License. Without limitation of the generality of the foregoing, nothing contained herein shall be deemed or construed to mean or imply that the DAS or any components, equipment or facilities comprising or included therein are or shall at any time become a part of MDAD's Equipment or Miami-Dade County's Public Safety Communications Systems.

11. Costs for Connection of MDAD's Public Safety Communications System: MDAD shall have no obligation to pay to Sprint any license fee or similar recurring compensation for connection of MDAD's Equipment to the DAS, or to reimburse Sprint for any of Sprint's costs in constructing, maintaining and operating the DAS. Notwithstanding the foregoing, however, MDAD shall be solely responsible for all costs incurred by MDAD for connection of MDAD's Equipment to the DAS, and will reimburse Sprint for all reasonable costs or expenses incurred by Sprint in order to modify or alter the DAS to enable MDAD to connect MDAD's Equipment thereto. MDAD and Miami-Dade County shall at all times be solely responsible for all costs and expenses associated with the construction, maintenance and operation of MDAD's Equipment and Miami-Dade County's Public Safety Communications System.

12. Installation of MDAD's Equipment: MDAD shall deliver the plans and specifications and construction documents for installation and connection of MDAD's Equipment to the DAS for review and approval by Sprint not later than thirty (30) days prior to commencement of such installation and connection. Approval by Sprint of such plans, specifications and construction documents shall not be unreasonably withheld, conditioned or delayed.

13. MDAD's Contractors: Sprint will have the right to approve all contractor(s) which will be engaged in the installation and connection of MDAD's Equipment. MDAD shall notify Sprint of the identity of all such contractor(s) no later than thirty (30) Days prior to commencement of such installation and connection. Sprint shall have the right to conduct such review and investigation as it deems prudent with respect to the qualifications and experience of such contractor(s) and, in the event that Sprint reasonably determines that such contractor(s) lack the experience or expertise necessary to install MDAD's Equipment and connect it to

the DAS without risk of damage to or interference with the operation of the DAS, Sprint may withhold approval of such contractor(s). In such event, MDAD shall not commence installation of MDAD's Equipment or connection thereof to the DAS until Sprint has approved alternative contractor(s) retained by MDAD.

14. Rights of Sprint during Installation of MDAD's Equipment: MDAD shall not commence installation of MDAD's Equipment or connection thereof to the DAS without the prior written consent of Sprint, which will not be unreasonably withheld, conditioned or delayed. Sprint will have the right to have a representative present at and review all phases of the installation of MDAD's Equipment System and connection thereof to the DAS, without unreasonably delaying the progress thereof; provided, however, that if Sprint's representative reasonably determines that such installation or connection may damage the DAS, or interfere with Sprint's operation of the DAS, or interfere with use of the DAS by Sprint or any other authorized user of the DAS, MDAD and its contactor(s) shall upon oral or written request by Sprint immediately cease all activities relating to such installation and connection until such reasonable time as Sprint may approve resumption of the same.

15. MDAD's Commencement of Operations: MDAD shall not commence use of the DAS by MDAD's Equipment until Sprint has approved the installation and connection thereof in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

16. [Reserved]:

17. Limited License: This Agreement governs, and is limited to, MDAD's rights and obligations as licensee, on behalf of Miami-Dade County, to connect MDAD's Equipment to the DAS and to use the DAS solely for transmission and reception of emergency and public safety information and communications generated and received by Miami-Dade County's Public Safety Communications Systems. No other rights or privileges are granted by Sprint.

18. Responsibility for Connection to the DAS: For all purposes under this Agreement, MOAD shall have the sole and exclusive responsibility, on behalf of Miami-Dade County, to implement and manage connection of MDAD's Equipment to the DAS in a manner suitable and adequate to permit use of the DAS by Miami-Dade County's Public Safety Communications Systems and, following such connection, the maintenance, management, repair, operation, adequacy, reliability and sufficiency of such connection shall be the sole and exclusive responsibility of MOAD, and Sprint shall have no responsibility or obligations with respect to the same.

19. Responsibility for Installation, Adequacy, Operation, Reliability and Safety of MDAD's Equipment and Miami-Dade County's Public Safety Communications System: MDAD and Miami-Dade County have and shall for all purposes retain full and complete responsibility for the design, installation, maintenance, management, control, adequacy, reliability and operation of MDAD's Equipment and Miami-Dade County's Public Safety Communications Systems, and Sprint has and shall have no responsibility or obligation in connection therewith. MDAD shall at all times be solely responsible for the suitability, adequacy, reliability and safety of the connection of MDAD's Equipment to the DAS.

20. Responsibility for Content Transmitted on the DAS: MDAD and Miami-Dade County have and shall at all times retain sole and complete responsibility for the content, accuracy, adequacy and suitability of all information and communications which MDAD's Equipment and Miami-Dade County's Public Safety Communications Systems may transmit or receive over or through the DAS, and Sprint shall neither have nor exercise any control of such information and communications.

21. No Approval of MDAD's Equipment by Sprint: Nothing contained in this Agreement shall be deemed or construed to express or imply any approval by Sprint of the design, installation, operation, maintenance, management, adequacy, suitability or control of MDAD's Equipment or of Miami-Dade County's Public Safety Communications Systems. Without limitation of the generality of the foregoing, Sprint's review and approval of the plans and specifications and construction documents for the installation of MDAD's Equipment and connection thereof to the DAS, and Sprint's inspection and approval of such installation and connection, shall not be construed in any way as approval or acknowledgement by Sprint of the fitness, adequacy, reliability or suitability of MDAD's Equipment or of Miami-Dade County's Public Safety Communications System for their intended purposes, or as a waiver of any of Sprint's rights hereunder.

22. Use of the DAS by MDAD and Miami-Dade County: Except for intermittent testing with advance notice to Sprint, MDAD and Miami-Dade County shall not use the DAS, or transmit or receive any information or communications on or through the DAS, except in connection with the normal use of the Public Safety Communications System or under circumstances that avoid or minimize imminent risks of damage to property or injury to persons. In no event shall MDAD or Miami-Dade County use, or permit the use of, MDAD's connections to the DAS for non-emergency communications, or for the transmission or reception of information or communications that are not directly related to protection of public safety and welfare.

23. Disclaimer of Warranties and Limitation of Liability:

a) No Warranties by Sprint: SPRINT HEREBY DISCLAIMS ANY WARRANTIES OF ANY KIND OR NATURE WHATOSEVER,

WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, SUITABILITY, CAPABILITY, ADEQUACY OR FITNESS OF THE DAS FOR USE BY MOAD, WHETHER IN CONNECTION WITH OR AS A PART OF MDAD'S EQUIPMENT OR MIAMI-DADE COUNTY'S PUBLIC SAFETY COMMUNICATIONS SYSTEMS OR OTHERWISE.

b) Acknowledgement by MDAD of Sprint's Disclaimer of Warranties: MDAD expressly acknowledges that Sprint has made no express or implied representations or warranties whatsoever, with respect to the merchantability, suitability, capability, adequacy or fitness of the DAS for use by MOAD in connection with or as a part of MDAD's Equipment or Miami-Dade County's Public Safety Communications Systems.

c) Acknowledgement by MDAD of Its Reliance on Its Own Knowledge and Expertise: For itself and on behalf of Miami-Dade County, MDAD further acknowledges, represents and agrees that the installation, operation, maintenance and management of public safety and emergency communications systems are particularly within MDAD's and Miami-Dade County's areas of knowledge and expertise, that Sprint has not represented itself as having any expertise in the provision, operation or management of public safety and emergency communications, and that MDAD and Miami-Dade County have made their own independent determination that the DAS is fit, adequate and suitable for connection to and use with MDAD's Equipment and Miami-Dade County's Public Safety Communications Systems. MDAD further represents, acknowledges and agrees that MDAD has made such inspections, investigations and evaluations of the DAS as MDAD and Miami-Dade County deem necessary, appropriate or adequate in order for MDAD to determine, upon its own sole responsibility, that the DAS is suitable for the purposes intended by MDAD and Miami-Dade County. MDAD EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS CONNECTING MDAD's EQUIPMENT TO AND USING THE DAS IN THE "WHERE IS, AS IS" CONDITION OF THE DAS AS OF THE DATE OF THIS AGREEMENT, BASED SOLELY UPON MDAD's OWN INDEPENDENT INVESTIGATIONS AND EVALUATIONS, AND THAT SPRINT HAS MADE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE MERCHANTABILITY, ADEQUACY, SUITABILITY OR FITNESS FOR USE OF THE DAS BY MDAD.

d) Indemnification of Sprint: Unless caused solely by the gross negligence or willful misconduct of Sprint, on its own behalf and on behalf of Miami-Dade County, MDAD acknowledges and agrees that MDAD and Miami-Dade County are and shall be solely responsible for, and shall to the extent permitted by law indemnify and hold Sprint harmless against and from, any and all claims or liabilities of any

nature whatsoever arising from or related to any impairment, disability, interruption or interference with MDAD's Equipment or Miami-Dade County's Public Safety Communications Systems.

24. Service Level Commitments by Sprint: Sprint will, at all time, use commercially reasonable efforts to assure that the DAS is operational and available for use by MDAD's Equipment at all times. Notwithstanding the foregoing, however, MDAD acknowledges and agrees that availability and operation of the DAS may be interrupted by reason of damage to or interference with the DAS, and will be interrupted from time to time for maintenance, improvement, repair or upgrades to the DAS performed by Sprint in the ordinary course of business.

a) Sprint will not be liable in any respect for damages to either person or property as a result of any temporary or permanent interruption of service due to failure or unavailability of the DAS.

b) Sprint will use commercially reasonable efforts to restore any outage of the DAS as promptly as practicable to the extent that Sprint can reasonably effect such restoration.

c) MDAD hereby releases and holds Sprint harmless from and against any liability, claim or damages, incidental, consequential, direct, indirect or otherwise that may arise from or be related to any such interruption.

d) MDAD acknowledges that Sprint may, as a part of its maintenance and repair of the DAS, require a temporary interruption of electrical or telecommunications service that may cause a temporary disruption to MDAD's use of the DAS, and that Sprint has no liability to MDAD or to any third party arising from or related to such interruptions. Sprint agrees to give MDAD reasonable prior written notice of any planned and routine interruptions required for maintenance, improvements, repairs or upgrades to the DAS.

e) MDAD further and specifically acknowledges and agrees that Sprint has no obligation or responsibility to provide emergency or backup power to ensure continuous operation of the DAS, and that it shall be the sole responsibility of MDAD to provide such backup facilities or equipment as it deems appropriate.

25. Interference with the DAS: In no event and at no time shall installation or connection to the DAS of MDAD's Equipment or Miami-Dade County's Public Safety Communications Systems, or operation or maintenance of MDAD's Equipment or Miami-Dade County's Public Safety Communications Systems (i) cause any damage to the DAS or to Sprint's equipment or facilities, (ii) interfere with or impair Sprint's operation and maintenance of

the DAS, or (iii) interfere with use of the DAS by Sprint or any other authorized user of the DAS (collectively, "Interference"). In the event of any Interference at any time during the New License Term or any Renewal Term of this Agreement, Sprint shall give written notice of such Interference to MDAD and, within 90 days following MDAD's receipt of such notice, MDAD shall eliminate or correct such Interference. If, at the expiration of such 90 day period MDAD has not eliminated or corrected such Interference, Sprint may in its reasonable discretion disconnect (or disable the connection(s) of) MDAD's Equipment to the DAS without liability to MDAD or to any third party asserting or claiming any damages arising from or related to such disconnection or disabling and, thereafter, MDAD shall have the sole responsibility for implementing such alternative public safety and emergency communications systems as MDAD shall deem necessary and appropriate.

26. Force Majeure and Interruptions of Service: Sprint shall not be responsible to MDAD, Miami-Dade County or any third party for any damage to the DAS or interruption of MDAD's use of the DAS caused by any event directly impacting the DAS and outside the reasonable control of Sprint ("Force Majeure") and having the effect (i) of preventing or interfering with the availability or operation of the DAS, (ii) of preventing or interfering with the use of the DAS by MDAD or Miami-Dade County, (iii) of impairing, interrupting or degrading the adequacy of the DAS to meet the requirements of MDAD's Equipment or of Miami-Dade County's Public Safety Communications Systems, or (iv) of preventing, materially interfering with or delaying the performance of any obligation of Sprint under this Agreement. Events of Force Majeure shall include but not limited to: acts of God; weather conditions; ground subsidence or other movements of the earth; acts of war; labor disputes; acts of terrorism, riot or insurrection; acts of civil disobedience; crime, vandalism or malicious mischief; destruction or damage to the persons or property by animals; acts, directives or omissions of MDAD, Miami-Dade County or any other local, county, state or federal government entity; changes to Government Regulations; and other events of nature and man-made accidents or calamities. In no event shall Sprint be liable to MDAD or Miami-Dade County for damage to MDAD's Equipment or Miami-Dade County's Public Safety Communications Systems, or interruptions to MDAD's operations or those of Miami-Dade County caused by Force Majeure.

27. No Disclaimer by MDAD of Governmental Responsibilities; Limited Indemnification. MDAD, for itself and on behalf of Miami-Dade County, acknowledges and agrees that:

a) Nothing contained in this Agreement shall be deemed or construed to waive, or to release MDAD or Miami-Dade County from, any of the responsibilities or obligations of MDAD or Miami-Dade County, whether governmental or proprietary, and whether imposed by constitution, statute, ordinance, regulation, contract, common law,

custom, or otherwise, to provide for the safety and welfare of the general public, or to manage and respond to imminent threats to public order or safety arising from events of Force Majeure or otherwise.

b) This Agreement shall not be deemed or construed to assign or otherwise transfer to Sprint, or to attempt to assign or otherwise transfer to Sprint, any of the responsibilities or obligations of MDAD or Miami-Dade County as aforesaid, or to assign or transfer the liability, if any, of MDAD or Miami Dade County to Sprint for any failures by MDAD or Miami-Dade County to perform such responsibilities and obligations.

c) MDAD and Miami-Dade County expressly acknowledge and agree that Sprint's sole obligation under this Agreement is to provide and make available certain equipment and facilities which may be used by MDAD and Miami-Dade County, at their own risk and based upon their own evaluation of the adequacy and suitability of the same, for the provision of public safety communications services which are, and which for all purposes shall remain the sole and separate responsibility of MDAD and Miami-Dade County. All legal obligations for the adequacy and suitability of the DAS for use by MDAD and Miami-Dade County, and all legal obligations arising from or related to the use thereof by MDAD and Miami-Dade County, shall remain exclusively the responsibility of MDAD and Miami-Dade County.

d) To the maximum extent permitted by law, and except to the extent caused by the negligence or willful misconduct of Sprint, MDAD and Miami-Dade County will indemnify, defend and hold Sprint harmless against and from any and all liability, damages, claims, and actions or suits at law or in equity, arising from or related to the connection of MDAD's Equipment to the DAS or to use of the DAS by MDAD or by Miami-Dade County's Public Safety Communications Systems.

Exhibit B I

MDAD Radio Frequencies

Radio System	Transmit Freq. Band	Receive Freq. Band	No. of CH	CH Bandwidth
800 MHz EDACS*	866.0 - 869.0	821.0 - 824.0	42	25 KHz
800 MHZ P25	851.0 - 854.0	806.0 - 809.0	42	12.5 KHz
700 MHz	769.0 - 773.0	799.0 - 803.0	20	12.5 KHz

* The MDAD 800 MHz Radio Frequencies are comprised of (2) systems: System A which is part of the P25 infrastructure and System B which is on the EDAC infrastructure. Once the re-banding of System B to P25 and the eventual decommissioning of the EDAC infrastructure are completed, the EDAC frequencies will no longer need to be inserted into the DAS.

MDAD Radio Equipment

1. The Dmarc is the DAS head End
2. 700Mhz/800Mhz Donor Antenna
3. BI Directional Amplifier
4. Couplers and/or Splitters
5. Transmission Lines -from the Donor antenna to the BDA, and from the BDA to the DAS Head End only
6. Uninterruptable Power Supply (for the BDA only)
7. Ancillary material to install and deliver RF to the DAS Head End.