

MEMORANDUM

Agenda Item No. 8(E)(3)

TO: Honorable Chairman Anthony Rodríguez
and Members, Board of County Commissioners

DATE: December 3, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute an Antenna Site License Agreement between Miami Beach Healthcare Group, LTD., d/b/a HCA Florida Aventura Hospital and Miami-Dade County, through the Miami-Dade Fire Rescue Department, for a five-year term with two five-year options to renew at no cost to the County for the installation, operation, and maintenance of public safety radio equipment; and authorizing the County Mayor to execute amendments to the Agreement and exercise the renewal and termination provisions contained therein, provided that such amendments do not alter the purpose of the Agreement

Resolution No. R-1067-24

The accompanying resolution was prepared by the Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Micky Steinberg.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: December 3, 2024

To: Honorable Chairman Anthony Rodríguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution approving the Antenna Site License Agreement between Miami Beach Healthcare Group, LTD., d/b/a HCA Florida Aventura Hospital and Miami-Dade County through the Miami-Dade Fire Rescue Department

Summary

This item is for the approval of an Antenna Site License Agreement between Miami Beach Healthcare Group, LTD., d/b/a HCA Florida Aventura Hospital and Miami-Dade County through the Miami-Dade Fire Rescue Department (MDFR) for the nonexclusive license to utilize certain space to install, operate and maintain public safety radio transmitting and receiving equipment and associated electronic equipment and mounting structures, shelters and enclosures.

Miami-Dade firefighters depend on the radio infrastructure to communicate during a broad variety of complex and life-threatening situations. This Antenna site would greatly improve MDRF's infrastructure for radio communications and enhance firefighter safety when operating under the worst of conditions. The no-cost Agreement shall be for a 5-year term with two 5-year options to renew. MDRF will incur a one-time cost of \$850,000 for the purchase and installation of necessary radio transmitting and receiving equipment, an amount which will be funded as part of a previously approved contract (Resolution No. R-682-22) with Motorola, Inc. for maintenance and improvement of public safety communications systems.

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the Antenna Site License Agreement (Agreement) between Miami Beach Healthcare Group, LTD., d/b/a HCA Florida Aventura Hospital, a Tennessee Corporation and Miami-Dade County, through the Miami-Dade Fire Rescue Department. It is further recommended that this Board authorize the County Mayor or County Mayor's designee to execute amendments to the Agreement, and to exercise the renewal and termination provisions contained therein, provided that such amendments do not alter the purpose of the Agreement.

Scope

The site location is in Commission District 4, however this item has a Countywide impact.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the Agreement between the Miami Beach Healthcare Group, LTD., d/b/a HCA Florida Aventura Hospital, a

Tennessee Corporation and MDFR. The County Mayor or County Mayor's designee is also authorized to execute amendments to said Agreement, and to exercise the renewal and termination provisions contained therein, provided that such amendments do not alter the purpose of the Agreement.

Fiscal Impact/Funding Source

This item does not have a long-term fiscal impact on the County. MDFR will incur a one-time cost of \$850,000 for the purchase and installation of necessary radio transmitting and receiving equipment, an amount which will be funded as part of a previously approved contract (Resolution No. R-682-22) with Motorola, Inc. for maintenance and improvement of public safety communications systems.

Track Record/Monitor

The Agreement will be monitored by Division Chief, Wilbert Hall, or other supervisory personnel.

Background

Miami-Dade firefighters depend on the radio infrastructure to communicate during a broad variety of complex and life-threatening situations. Careful planning and coordination are required to ensure optimal communications are maintained in all areas of the County. Due to increased construction, there are growing areas of the County where radio coverage is marginal. Because of the ongoing growth and expansion MDFR always tries to locate new towers and radio sites to improve coverage. MDFR was able to identify the HCA Florida Aventura Hospital location after conducting a search for appropriate existing towers in the region. The Aventura site is located 20900 Biscayne Boulevard, Aventura, FL 33180.

MDFR would install, operate and maintain public safety radio transmitting and receiving equipment, and would also be responsible for the associated electronic equipment and mounting structures, shelters and enclosures for the equipment. This Antenna site would greatly improve MDFR's infrastructure for radio communications and enhance firefighter safety when operating under the worst of conditions.



James Reyes
Chief, Public Safety Officer



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodríguez
and Members, Board of County Commissioners

DATE: December 3, 2024

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(E)(3)

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**
- _____ **Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____)** 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(E)(3)
12-3-24

RESOLUTION NO. R-1067-24

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN ANTENNA SITE LICENSE AGREEMENT BETWEEN MIAMI BEACH HEALTHCARE GROUP, LTD., D/B/A HCA FLORIDA AVENTURA HOSPITAL AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, FOR A FIVE-YEAR TERM WITH TWO FIVE-YEAR OPTIONS TO RENEW AT NO COST TO THE COUNTY FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF PUBLIC SAFETY RADIO EQUIPMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS TO THE AGREEMENT AND EXERCISE THE RENEWAL AND TERMINATION PROVISIONS CONTAINED THEREIN, PROVIDED THAT SUCH AMENDMENTS DO NOT ALTER THE PURPOSE OF THE AGREEMENT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Authorizes the County Mayor or County Mayor's designee to execute an Antenna Site License Agreement ("Agreement"), in substantially the form attached hereto as Attachment A and made a part hereof, for certain space, with Miami Beach Healthcare Group, LTD., d/b/a HCA Florida Aventura Hospital, a Tennessee corporation, and Miami-Dade County, through the Miami-Dade Fire Rescue Department ("MDFR"). The purpose of the Agreement is to establish the terms and conditions under which Miami-Dade County shall be authorized to use a portion of said Antenna Site located at 20900 Biscayne Boulevard, Aventura, Florida, to optimize its communications system and increase radio activity. Pursuant to the Agreement, the County will use the licensed space to install, operate, and maintain public safety radio transmitting and

receiving equipment and associated electronic equipment and mounting structures, shelters and enclosures. The no-cost Agreement shall be in effect for a 5-year term with two options to renew, each for an additional 5-year term. MDRF will incur a one-time cost of \$850,000.00 for the purchase and installation of necessary radio transmitting and receiving equipment, an amount which will be funded as part of a previously approved contract (Resolution No. R-682-22) with Motorola, Inc. for maintenance and improvement of public safety communications systems.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute amendments to the Agreement and exercise the renewal and termination provisions contained therein, provided that such amendments do not alter the purpose of the Agreement.

The foregoing resolution was offered by Commissioner **Kevin Marino Cabrera** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Anthony Rodríguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Oliver G. Gilbert, III	aye	Roberto J. Gonzalez	aye
Keon Hardemon	absent	Danielle Cohen Higgins	aye
Eileen Higgins	absent	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of December, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "JZ", is written over a horizontal line.

Javier Zapata

SUMMARY OF BASIC ANTENNA SITE LICENSE INFORMATION

LICENSOR

Miami Beach Healthcare Group,LTD. d/b/a HCA Florida Aventura Hospital Telephone: () -
 2545 Park Plaza Facsimile: () -
 Building 3 – 2nd Floor
 Nashville, Tn. 37203

LICENSEE

Licensee Name: Miami Dade County through Miami-Dade Fire Telephone: (786) 331-4544
 Address: Rescue Department Facsimile: () -
 Facilities and New Construction Division
 Planning Section
 City, State, Zip: 9300 N.W. 41st Street
 Contact: Miami, Florida
 Attn: MDRF Real Estate Manager

☐ Check if you are tax exempt for the state this site is located (Must include tax exempt certificate with license)

SITE

COID No.: 30920

The site at or on which the Licensed Space is located is described on Exhibit A to the attached Antenna Site License Agreement.

LICENSED SPACE

The location on or at the Site described on Exhibit B to the attached Antenna Site License Agreement.

DESCRIPTION OF EQUIPMENT

The radio and/or television transmitting and receiving equipment and associated electronic equipment and mounting structures, shelters and enclosures described on Exhibit C to the attached Antenna Site License Agreement.

BASIC LICENSE INFORMATION

License No.	ADV01	Commencement Date:	July 1, 2024
License Date:	_____, 2024	Initial Term:	<u>Five (5) Years</u>
Customer No.:	MDRF	No. of Renewal Term(s):	Two (<u>2</u>)
		Length of Renewal Terms	<u>Five (5) Years</u>

MONTHLY LICENSE FEE

Initial Monthly License Fee: \$ N/A
 Annual Escalation Percentage: N/A

THE TERMS AND CONDITIONS OF THIS LICENSE ARE PRINTED ON THE ATTACHED PAGES.

ANTENNA SITE LICENSE AGREEMENT

THIS ANTENNA SITE LICENSE AGREEMENT (this “**License**”) is made and entered into as of _____, 2024 (the “**Date of this License**”), by and between Miami Beach Healthcare Group, LTD. d/b/a HCA Florida Aventura Hospital, a Tennessee corporation (“**Licensor**”), and Miami-Dade County, a political sub-division of the State of Florida (“**Licensee**”), under the following circumstances:

A. Licensor is the owner of the land, building and/or tower described on Exhibit A attached hereto (the “**Site**”);

B. Licensor and Licensee desire to enter into this License for the purpose of setting forth the terms and conditions of a license by Licensor to Licensee of certain space on or at a portion of the Site as more particularly described on Exhibit B attached hereto (the “**Licensed Space**”), for the installation, operation and maintenance of the public safety radio transmitting and receiving equipment and associated electronic equipment and mounting structures, shelters and enclosures described on Exhibit C attached hereto (the “**Equipment**”).

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee on and subject to the terms and conditions set forth herein, a nonexclusive license to install, operate and maintain at Licensee's sole expense and risk, the Equipment on, in or at the Licensed Space. The Licensed Space may be used by Licensor only for the installation, operation and maintenance of the Equipment and for no other purpose whatsoever. Except as may otherwise be expressly provided in this License, Licensee shall not place any equipment or other property on, in or at the Licensed Space other than that listed on Exhibit C attached hereto. Licensee shall at all times comply with all of the rules and regulations which Licensor may from time to time adopt. Licensee agrees to take, at Licensee's own expense, all measures and precautions necessary to render the Equipment inaccessible to unauthorized persons.

2. **Term.** The Commencement Date of the term of this License, the length of the initial term of this License and, if applicable, the number and length of any renewal terms, are set forth in the on the Summary of Basic Antenna Site License Information attached to the front of this License (the “**Summary**”), which Summary is incorporated herein by reference and made a part hereof. If renewal terms are specified in the Summary, then provided Licensee is not in default, beyond any applicable cure period, the term of this License shall automatically renew at the commencement of each such renewal term unless Licensee delivers to Licensor no later than ninety (90) days before the expiration of the then current term, written notice stating that Licensee is not renewing the term of this License and that the term of this License will expire and end at the expiration of the then current term.

3. **License Fee.** No fee shall be paid by Licensee to Licensor during the Term of this License, and the mutual obligations set forth herein shall constitute consideration hereunder. Licensee shall pay all sales or use taxes as a direct result of the Equipment being located on, in or at the Licensed Space, if any.

4. **Inspection of Licensed Space; Condition of the Site.** Licensee agrees that the Licensed Space is licensed to Licensee in strictly “AS IS” condition with all faults and defects, whether patent or latent. There have been no representations, warranties (including any implied warranty of merchantability or fitness for a particular use), guarantees, statements or information, express or implied, pertaining to the Licensed Space or the Site, the condition thereof, or any other matters whatsoever, made to or furnished to Licensee by Licensor or any employee or agent of Licensor, except as specifically set

forth in this License. Licensee hereby acknowledges that Licensor shall have no responsibility for: (A) the condition of the Site or the Licensed Space; or (B) damage suffered by Licensee or any other person due to such condition.

5. Installation of Equipment. Licensee shall install and operate only the Equipment identified on Exhibit C to this License, and the cost of Licensee's installation, including the cost of any permits or licenses required for operation of the Equipment, shall be borne solely by Licensee. Licensor reserves the right to require Licensee to relocate any or all of the Equipment during the term of this License, and Licensee agrees to relocate said Equipment, provided that (i) Licensor shall pay the reasonable costs of such relocations, (ii) said relocation does not substantially alter the operation of said Equipment, and (iii) reasonable notice is provided.

6. Operation of Equipment. (a) Licensee shall not, at any time, install or operate on, in or at the Licensed Space or the Site any equipment of types and/or frequencies which interfere with (i) the equipment of Licensor, (ii) the equipment of other licensees already located on, in or at the Site as of the date of this License, (iii) any "Healthcare Equipment" (hereinafter defined), or (iv) any medical device that is used on, in or by any person (a "**Medical Device**"). In the event Licensee's equipment causes such interference, Licensee, at its sole cost and expense, shall take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed forty-eight (48) hours), Licensee agrees to then immediately cease using the equipment which is creating the interference (except for short tests necessary for the elimination of the interference); provided however, that notwithstanding any contrary provision of this License, in the event the design, operation or maintenance of Licensee's equipment or any component thereof at any time, within the sole but reasonable judgment of Licensor, interferes with the use or operation of the Healthcare Equipment or any Medical Device or otherwise poses a material risk of injury or death or jeopardizes the health or safety of any person, Licensee, upon the demand of Licensor, shall immediately cease using the equipment causing such interference or posing such risk of injury or death or jeopardizing such health or safety. In the event Licensee cannot eliminate such interference after using its best efforts to do so (not to exceed ninety (90) days), then this License shall terminate at the option of either Licensee or Licensor without further obligation on either party upon not less than ten (10) days prior written notice, except for any indemnification obligations of both parties hereto which shall expressly survive the termination of this License.

(b) Notwithstanding any contrary provision set forth in this License, the installation, operation and maintenance of the Equipment and Licensee's rights hereunder shall at all times be expressly subject and subordinate to the right and authority of Licensor to utilize or operate any and all machinery, instruments, equipment or other devices used on, in, at or about the Site or complex or property of which the Site is a part in connection with the provision of health care services, including but not limited to, any and all procedures, treatments, diagnostic testing and other services of every kind and character that at the time in question are usually and customarily provided at hospitals, medical office buildings or diagnostic, out-patient treatment, or ambulatory surgery facilities or at other health care facilities of the kind located on, in or at the Site or the property of which the Site is a part (collectively hereinafter referred to as the "**Healthcare Equipment**"). After providing reasonable notice, Licensor has the right to disconnect and remove, in accordance with the terms provided herein, any Equipment not in compliance with this Section 6.

(c) If any equipment installed on, in or at the Site subsequent to the Commencement Date (except for equipment replacing pre-Commencement Date equipment) by Licensor or its licensees causes interference to the Equipment, Licensor or its licensee at its sole cost and expense, shall take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed forty-eight (48) hours), Licensor agrees to then immediately cease

using the equipment or to cause the licensee using the equipment to cease using the equipment which is creating the interference (except for short tests necessary for the elimination of the interference). Notwithstanding anything set forth herein to the contrary, Licensors shall not have any obligation to cease using any Healthcare Equipment or prohibit any Medical Devices and if any Healthcare Equipment or Medical Device is causing such interference and Licensors cannot eliminate such interference after using its good faith efforts to do so (not to exceed ninety (90) days), then this License shall terminate at the option of either Licensee or Licensors without further obligation on either party upon not less than ten (10) days prior written notice, except for any indemnification obligations of both parties hereto which shall expressly survive the termination of this License.

(d) Licensee understands that it is the intention of Licensors to accommodate as many users and licensees as possible on, at or in the Site. Licensee shall cooperate with Licensors in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in order to permit the safe installation of new equipment or new facilities on, at or in the Site or to permit repairs to facilities of any user or licensee of, on, at or in the Site or to the Site or related facilities.

7. Access to Licensed Space. Licensee shall have a non-exclusive right to access the Licensed Space twenty-four (24) hours a day, 365 days a year for its employees, agents, or representatives as designated, subject to the terms of this Section 7, the "Standards and Requirements" (as defined in Section 8 hereof), and reasonable security restrictions adopted by Licensors from time to time. Before performing any installation or maintenance work on, at or in the Site, Licensee shall notify Licensors and obtain Licensors' approval of the work to be performed and the persons to perform the work, which approval shall not be unreasonably withheld. All contractors and subcontractors of Licensee who perform any services on, in or at the Licensed Space must (i) be approved by Licensors in advance, (ii) hold all licenses necessary for the work being performed, and (iii) carry the insurance required pursuant to Section 14 hereof and Exhibit D attached hereto.

8. Antenna Site and Equipment Standards and Requirements. Licensee shall at all times comply with all Antenna Site and Equipment Standards and Requirements set forth on Exhibit E attached hereto and incorporated herein by this reference (the "Standards and Requirements"), and with all reasonable rules and regulations which Licensors may from time to time adopt.

9. Maintenance of Licensed Space and Equipment. Licensee shall keep and maintain the Licensed Space and the Equipment in good order and repair, ordinary wear and tear excepted

10. Alterations by Licensee. Licensee may not make any improvements or alterations to the Site, tower, structure(s), or any portion of the Licensed Space or any changes, additions or alterations to the Equipment without in each instance the express prior written consent of Licensors, which consent may be granted or denied in Licensors' sole and absolute discretion after submission of such information as Licensors may require; provided that Licensee need not obtain Licensors' consent to replace equipment with other equipment of the same make, size and specifications in the course of repairs.

11. Licensee's Covenants. Licensee covenants that: (a) it will design and locate its transmission equipment within and upon the Site and the Licensed Space, operate and maintain the Equipment and conduct its communications operations at all times in strict compliance with the terms of its FCC license, all laws, orders, ordinances, and regulations pertaining to the Licensed Space or Licensee's business, and all applicable rules, regulations or mandates of the FCC and the Federal Aviation Authority (the "FAA") regarding site and antenna construction, lighting and painting; (b) it will design, locate, operate and maintain the Equipment at all times in a manner so that when radio frequency fields generated by the Equipment are measured, the level of electromagnetic energy emitted by any or all of such Equipment shall not exceed three (3) volts per meter in any occupied area of the Site or any building within the vicinity of

the Site; (c) it will comply with all requirements, rules, regulations or mandates of the FCC and FAA, now or hereafter in effect, relating to the location, construction, operation and maintenance, painting, lighting, governmental notification and registration of radio frequency equipment, antennas, towers and other facilities owned or operated by Licensee on, in or at the Site or the Licensed Space (all such rules and requirements, rules, regulations or mandates now or hereafter in force and effect being collectively referred to herein as the “**FCC/FAA Rules**”); and (d) it will obtain and maintain all licenses, permits, authorizations and approvals prescribed by the FCC/FAA Rules, and indemnify and hold Licensor harmless from and against any and all direct costs, expenses, fees or liability of any kind arising from Licensee’s failure to comply with the FCC/FAA Rules.

12. Radio Frequency Emissions. Licensor agrees to provide to the Licensee, upon Licensee’s written request, all relevant information which Licensor has in its possession regarding the equipment employed by collocated systems operating on, in or at the Site. Licensee will be allowed, from time to time and at Licensee’s sole discretion, to take measurements in order to evaluate radio frequency fields on, in or at the Site. The results of any such study(s) performed by Licensee will be disclosed to Licensor upon completion, and Licensee shall take such remedial steps as may be required based on such studies.

13. Utilities. (a) The license granted by this License shall include access to a source of electric, data and telephone facilities at locations to be mutually agreeable to Licensor and Licensee. If the Licensed Space is located on a building, then the cables, conduits and connecting hardware connecting the Equipment described on Exhibit C attached hereto to such electric, data and telephone facilities shall be deemed to be part of the Equipment and the pathways through which such cables and conduits run shall be deemed to be part of the Licensed Space.

(b) Unless otherwise provided, Licensee shall pay all installation costs for electrical power feeds, data and phone lines, and other utilities to the Equipment.

14. Insurance. Licensee shall cause its contractors to carry and comply with the insurance provisions set forth in Exhibit D attached hereto and incorporated herein by this reference. Notwithstanding anything to the contrary set forth in this License, Licensor and Licensee on behalf of themselves and all others claiming under them, including any insurer, release each other, and their respective principals, employees, representatives and agents, waive all claims against each other, and their respective principals, employees, representatives and agents, including all rights of subrogation, for loss or damage to their respective property (including, but not limited to, the Licensed Space, the Site, or the property on which the Site is located and all facilities, improvements, equipment and other personal property of Licensor or Licensee) arising from fire, smoke damage, windstorm, hail, vandalism, theft, malicious mischief and any of the other perils normally insured against in an “all risk” of physical loss insurance policy, regardless of whether insurance against those perils is in effect with respect to any such party’s property and regardless of the negligence of any above named party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the other party in connection with any damage covered by such policy. If any party so requests, the other parties shall obtain from their insurers and deliver to the requesting party a written waiver of all rights of subrogation that it may have against the requesting party.

15. Site Damage; Damage to Equipment; Service Interruption. If the Site is fully or partially destroyed or damaged, Licensor, at its option, may elect to terminate this License upon ten (10) days written notice to Licensee or, at Licensor’s option, may elect to repair or rebuild the Site, in which case, this License shall remain in force. If reconstruction or repair cannot reasonably be undertaken without dismantling Licensee’s Equipment, then Licensor may remove all or any portion of Licensee’s Equipment and interrupt Licensee’s operations, thereafter replacing the removed Equipment as soon as reasonably

possible. Under no circumstances whatsoever shall Licensor be responsible for damage to or loss of the Equipment, or for financial loss due to business interruption, unless caused by Licensor's willful misconduct or gross neglect. Licensor shall incur no liability to Licensee for failure to furnish space and/or electrical power if prevented by war, fires, accidents, acts of God, or other causes beyond its reasonable control.

16. Eminent Domain. If the Site or the Licensed Space is acquired or condemned under the power of eminent domain, whether by public authority, public utility, or otherwise, then this License shall terminate as of the date of the acquisition. Licensor shall be entitled to the entire amount of any condemnation award.

17. Liability and Indemnification. (a) In connection with the use of the Licensed Space under this License, except for its own grossly negligent acts or omissions or willful misconduct, Licensor shall not be liable to Licensee or to any other person or entity for any loss or damage, regardless of cause. Specifically, but without limiting the generality of the foregoing, Licensor shall have no liability for any loss or damage due to personal injury, property damage, or imperfect or unsatisfactory communications experienced by the Licensee for any reason whatsoever. If Licensor assigns this License to a third party, Licensor shall have no further obligation or liability to Licensee under this License after such assignment.

(b) Subject to Section 14 hereof, Licensee shall indemnify, hold harmless, and defend Licensor from and against any and all liabilities, claims, demands, suits, damages, actions, recoveries, judgments, and expenses (including court costs, reasonable attorneys' fees, and costs of investigation) resulting from injury to or death of any person or any damage to property, or loss of revenues due to or resulting from any breach of this License by Licensee, or any negligent act or omission, or willful misconduct of Licensee or its contractors, subcontractors, agents, or representatives occurring in or around the Licensed Space. Subject to Section 14 hereof, Licensor shall indemnify, hold harmless, and defend Licensee from and against any and all liabilities, claims, demands, suits, damages, actions, recoveries, judgments, and expenses (including court costs, reasonable attorneys' fees, and costs of investigation) resulting from injury to or death of any person or any damage to property, or loss of revenues due to or resulting from any breach of this License by Licensor, or any negligent act or omission, or willful misconduct, of Licensor or its contractors, subcontractors, agents, or representatives occurring in or around the Licensed Space.

(c) NOTWITHSTANDING THE SECTION 17(b) ABOVE OR ANY OTHER PROVISION OF THIS LICENSE TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR, OR LIABLE FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF OBLIGATIONS HEREUNDER.

18. Subletting; Assignment, etc. This License is personal to Licensee and except as otherwise expressly provided herein, Licensee shall not sublicense or permit the Licensed Space or any part thereof to be used by others without the express written approval of Licensor; and Licensee shall not assign, mortgage, or encumber this License without the express written approval of Licensor. Licensor may assign, mortgage, or encumber its rights under this License at any time.

19. Default by Licensee. If Licensee fails to comply with any term of this License and does not cure such other failure within sixty (60) days after Licensor provides Licensee with written notice thereof, Licensor shall have the option to (a) terminate this License, in which event Licensee shall promptly surrender possession of the Licensed Space, and/or (b) pursue any other remedy available to Licensor under this License or otherwise provided by law or equity. Licensee shall be liable for all expenses, including

reasonable attorneys' fees and costs, incurred by Licensor in connection with any action to enforce the terms of this License, or in connection with any action for the recovery of the Licensed Space itself.

20. Default by Licensor. Upon the occurrence of any default by Licensor under this License, Licensee shall not exercise any remedy available to Licensee until it gives Licensor and any mortgagee of Licensor (provided that Licensor has given Licensee the notice address of any such mortgagee) notice of the default and a reasonable time (which shall not be less than thirty [30] days) to cure such default.

21. Removal of Licensee's Equipment. Upon expiration or termination of this License, Licensee shall remove all property from the Licensed Space which was placed there by Licensee and shall restore the Licensed Space to its original condition, ordinary wear and tear excepted. After termination of this License, provided Licensee is not in default under this License, Licensee shall have until the thirtieth day after the earlier of (a) the expiration or termination of the term of this License to remove at Licensee's sole cost and expense all property from the Licensed Space which was placed there by Licensee. After such thirty (30) day period, Licensor shall have the right (but not the obligation) to disconnect and remove the Equipment and any other equipment or property of Licensee from the Licensed Space and the Site, and in such event Licensee shall pay Licensor upon demand 150% of the reasonable disconnection, removal and storage expenses incurred by or on behalf of Licensor.

22. Hold Over. If in the event of the expiration or earlier termination of the term of this License, the Equipment or any other equipment or property of Licensee remains on, in or at the Licensed Space or otherwise on, in or at the Site (even if it has been disconnected), then the term of this License during such hold over shall be a month-to-month term. Licensor and Licensee shall each have the right during such month-to-month term to terminate this License without cause upon thirty (30) days notice to the other party. This provision does not constitute a waiver of Licensor's right of re-entry or any other right hereunder or otherwise available at law or in equity for Licensee's hold over.

23. Subordination. This License is and shall be subject and subordinate to all mortgages that may now or hereafter affect the Licensed Space and to all renewals, modifications, consolidations, replacements, and extensions thereof, provided, however, that so long as Licensee is not in default under this License, Licensee's quiet enjoyment thereunder shall not be disturbed by any purchaser of the Licensed Space at foreclosure. This subordination shall be self-operative and no further instrument of subordination shall be required from Licensee. However, upon written request from Licensor, Licensee shall execute a certificate confirming such subordination. Licensee may, at Licensee's expense, and with no obligation on the part of Licensor, obtain for the benefit of Licensee a non-disturbance agreement from any present and/or subsequent mortgagee or holder of a deed of trust encumbering the Licensed Space, stating that Licensee's right to quiet possession of the Licensed Space during the term of the License not be disturbed so long as Licensee has not defaulted under this License.

24. Liens. Licensee shall not suffer or permit any liens to stand against the Licensed Space, the Site, the property of which the Site is a part or any part of the Licensed Space, the Site or such property by reason of any work, labor, service, or materials done for, or supplied for, or supplied to or claimed to have been done for, or supplied to, Licensee or anyone through or under Licensee ("**Mechanics' Liens**"). If any Mechanics' Lien shall at any time be filed against the Licensed Space, the Site or the property of which the Site is a part, Licensee shall cause it to be discharged of record within thirty (30) days after the date Licensee receives notice from any party that the lien has been filed, by either payment, deposit, or bond. If Licensee fails to discharge any such Mechanics' Lien within such period, then, in addition to any other right or remedy of Licensor, Licensor may, but shall not be obligated to, procure the discharge of the Mechanics' Lien by either payment of the amount claimed, or deposit or bond. All amounts incurred by Licensor, including reasonable attorneys' fees, in procuring the discharge of such Mechanics' Lien, together

with interest thereon at 12% per annum from the date of incurrence, shall become due and payable immediately by Licensee to Licensors.

25. Estoppel Certificates. At any time, but not with less than forty-five (45) days prior notice, Licensee shall execute, acknowledge, and deliver to Licensors a statement in writing certifying that this License is unmodified and in full force and effect (or, if there have been any modifications, that the License is in full force and effect as modified and stating the modifications), the dates to which charges or fees, if any, have been paid in advance, and such other information as may be reasonably requested.

26. Environmental Warranties and Representations. Licensee represents, warrants, and covenants to Licensors that neither Licensee nor any employee, agent, representative, contractor or invitee of Licensee shall at any time during the term of this License use, generate, store, treat, or dispose of any hazardous substance, material, chemical, or waste on, in or at the Licensed Space, the Site or the property of which the Site is a part except at the Licensed Space in minor quantities similar to those quantities usually used on similar premises by others operating communications equipment similar to the Equipment and which are used, generated, stored, treated and disposed of in accordance with all "Environmental Regulations" (as such term is defined below). Licensee and Licensors also agree that Licensee's use of the Licensed Space will not involve the subsurface, unless the Licensed Space is of a type where the placement of a foundation is required for Licensee's Equipment and/or facilities. Licensee shall indemnify, hold harmless and defend Licensors from and against any and all liability, loss, damage or expense (including reasonable attorneys' fees, court costs and cleanup costs, if any) incurred by Licensors in connection with any claim, demand or suit for damages, injunction or other relief to the extent caused by, arising out of or resulting from (i) any breach of Licensee's representations, covenants and warranties contained in this Section 26, (ii) the generation, storage, use, handling, discharge, release or disposal of hazardous substances, chemicals, materials or waste, as those terms are defined under applicable Environmental Regulations, on, in or at the Licensed Space, the Site or the property of which the Site is a part, caused by the acts or omissions of Licensee, or its employees, agents, representatives, contractors or invitees, or (iii) Licensee's failure to provide all information, make all submissions and take all actions required by Environmental Regulations. For the purposes of this clause, the term "**Environmental Regulations**" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off site hazardous substances or materials, as same may be amended from time to time. The terms of this Section 24 shall survive the expiration or sooner termination of this License.

27. Early Termination. Licensors may terminate this License at any time during the term of this License upon sixty (60) days prior written notice to Licensee, without further liability (except those duties, obligations and liabilities that survive the termination or expiration of this License).

28. Intentionally Deleted.

29. Notices. All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the addresses shown in the Summary or to such other address as any party may have furnished to the other in writing. Any such notice may be hand delivered or sent by facsimile, reliable overnight courier, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of hand delivery or facsimile, one (1) business day following deposit with a reliable overnight courier, or three (3) business days following deposit in the United States mails addressed as required above.

30. Waiver. Failure or delay on the part of Licensors or Licensee to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

31. Prior Negotiations, Amendment and Benefits. This License, including the exhibits, lists and other documents referred to herein, contain the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants, or understandings other than expressly set forth herein or therein. This License supersedes all prior agreements and understandings between the parties with respect to its subject matter. No modification of this License shall be effective unless contained in a writing signed, by the authorized representative of each party.

32. Severability. If any provision of this License shall be held to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though said invalid, illegal or unenforceable provision were not contained herein; provided however, that if the invalid, illegal or unenforceable provision goes to the heart of this License, the License shall be deemed to be terminated.

33. Miscellaneous.

(a) The remedies provided herein shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other parties hereto.

(b) Should Licensor permit a continuing default by Licensee under this License, the obligations of Licensee shall continue, and such permissive default shall not be construed as a renewal of the term hereof nor as a waiver of any of the rights of Licensor or obligations of Licensee hereunder.

(c) In addition to the other remedies in this License, and anything contained herein to the contrary notwithstanding, Licensor shall be entitled to specific performance or injunctive relief of any violation or attempted or threatened violation of this License by Licensee without the necessity to post a bond.

(d) This License may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

(e) This License shall be governed by, construed and enforced in accordance with the laws of the state where the Site is located, without regard to its conflict of laws rules.

[Signatures appear on following page]

IN WITNESS WHEREOF, this License has been duly executed and delivered by Licensors and Licensee as of the Date of this License first above written.

LICENSOR:

Miami Beach Healthcare Group, LTD. d/b/a
HCA Florida Aventura Hospital

Columbia Hospital Corporation of Miami Beach, its
general partner

By: 
Name: Todd Maxwell
Title: Vice President
Date: 9/27/2024

LICENSEE:

Miami-Dade County
Miami-Dade Fire Rescue Department

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
to
ANTENNA SITE LICENSE AGREEMENT

Description of Site

INSTRUCTIONS:

- A. If the Site is a building without a tower thereon, check box 1 only and complete the information requested for box 1.
- B. If the Site is a building with a tower thereon, check boxes 1 and 2 and complete the information requested for boxes 1 and 2.
- C. If the Site is land with a tower thereon, check boxes 2 and 3 and complete the information requested for boxes 2 and 3.
- D. If the Site is land only with no building or tower thereon, check boxes 3 only and complete the information requested for box 3.

The Site is comprised of the following marked items:

- 1. Building Name: HCA Florida Aventura Hospital
Address: 20900 Biscayne Blvd.
City, State, Zip: Aventura, Fl. 33180
- 2. Tower No. _____
Address: _____
City, State, Zip: _____
Latitude: _____
Longitude: _____
- 3. That portion of the land located at the following address and described by the metes and bounds description attached to this Exhibit A or shown on the drawing attached to this Exhibit A:
Address: _____
City, State, Zip: _____

If the Site includes land, then attach here either a metes and bounds description of the land or a drawing showing the location of the land

EXHIBIT B
to
ANTENNA SITE LICENSE AGREEMENT

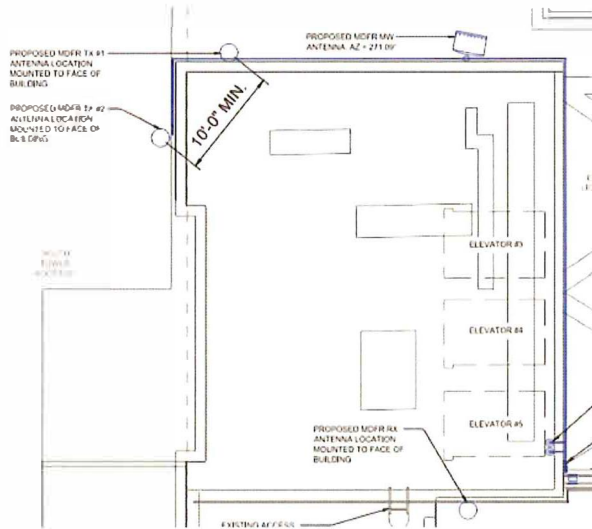
Description of Licensed Space

[SEE ATTACHED DESCRIPTION OF THE LICENSED SPACE]

Description of Licensed Space

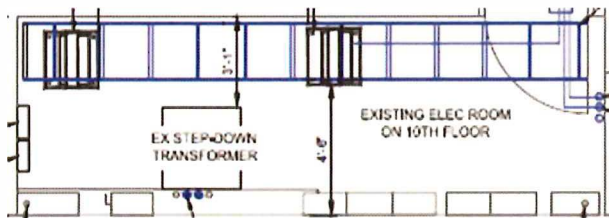
Rooftop Space Required:

- TX antenna located on the SW outside wall
- TX antenna located on the West outside wall
- MW dish located on the West outside wall
- RX antenna located on the East outside wall
- GPS antenna located on the North outside wall



10th Floor – Room “ELEC 10A-OU950” Space Required:

- Two (2) new racks located as shown below



9th Floor – Room “ELEC MA950” Space Required:

- Two (2) new racks located as shown below

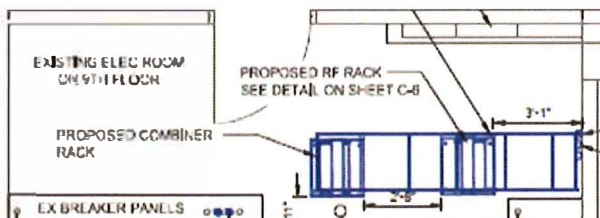


EXHIBIT C
to
ANTENNA SITE LICENSE AGREEMENT

Description of the Equipment

[SEE ATTACHED SITE APPLICATION]

ANTENNA SITE APPLICATION / REQUEST FOR OCCUPANCY

Contacts Include:

LICENSEE:

Name: Miami-Dade Fire Rescue

Street Address: 9300 NW 41 Street

City/State/Zip Miami, FL 33178

Telephone #: 786-331-4544

Fax #: _____

Point of Contact: Katrina Mirazo

Phone # (if different from above): _____

Who will sign the License? Name: Daniella Levine Cava Title: Mayor of Miami-Dade County (or Representative)

Entity Type: (Partnership, Corporation, etc.) Corporation

SITE INFO:

Antenna Site Requested: HCA Florida Aventura Hospital

Address: 20900 Biscayne Boulevard

City/County/State: Aventura, FL 33180

Coordinates: Latitude: N25 58 15.91 Longitude: W80 8 43.83

FCC License: Call Sign: _____ Expiration Date: _____

What will you be using this site for? (i.e. Paging, Cellular, TV, etc.) Cellular

ANTENNA SITE APPLICATION / REQUEST FOR OCCUPANCY

ANTENNA INFORMATION

X Licensee owned antenna(s) OR ☐ Multiplexer port of Licensor's antenna

X TO BE MOUNTED ☐ CURRENTLY MOUNTED:

Total # of Antennas: 4 # of Feedlines: 4

Ant # 1: Transmit: _____ Receive: UHF _____
Mounting Height: 184 feet Tower leg: NA _____ Weight: 44 lbs
Antenna Mfg/Model: ALIVE ATC-GD4V8O Length: 197 inches
Antenna Mount: Site Pro 1 – HDWM04 _____ Weight: 7 lbs
Feedline Mfg/Type: Eupen EC7-50A _____ Diameter: 1 5/8 inch

X TO BE MOUNTED ☐ CURRENTLY MOUNTED:

Ant #2: Transmit: UHF _____ Receive: _____
Mounting Height: 184 feet Tower leg: NA _____ Weight: 44 lbs
Antenna Mfg/Model: ALIVE ATC-GD4V8O Length: 197 inches
Antenna Mount: Site Pro 1 – HDWM04 _____ Weight: 7 lbs
Feedline Mfg/Type: Eupen EC7-50A _____ Diameter: 1 5/8 inch

X TO BE MOUNTED ☐ CURRENTLY MOUNTED:

Ant #3: Transmit: UHF _____ Receive: _____
Mounting Height: 184 feet Tower leg: NA _____ Weight: 44 lbs
Antenna Mfg/Model: ALIVE ATC-GD4V8O Length: 197 inches
Antenna Mount: Site Pro 1 – HDWM04 _____ Weight: 7 lbs
Feedline Mfg/Type: Eupen EC7-50A _____ Diameter: 1 5/8 inch

X TO BE MOUNTED ☐ CURRENTLY MOUNTED:

Ant #4: Transmit: 6GHz _____ Receive: _____
Mounting Height: 165 feet Tower leg: NA _____ Weight: 641 lbs
Antenna Mfg/Model: Sentinel USX6-6W Length: 6 ft
Antenna Mount: Site Pro 1 – HDWM04 _____ Weight: 7 lbs
Feedline Mfg/Type: EW63 _____ Diameter: 2 inch elliptical

CURRENTLY INSTALLED: ☐ LICENSEE'S BUILDING/PAD ☐ LICENSOR'S BUILDING/PAD
TO BE INSTALLED: ☐ LICENSEE'S BUILDING/PAD ☒ LICENSOR'S BUILDING/PAD

Equipment Mfg/Model: Motorola Ericsson _____ Digital: _____ Analog: YES

Type (Terminal, Transmitter, Repeater, etc.): Transmitters

of Cabinets/Racks: 4 Cabinet/Rack Dimensions: (W _____ x D x H _____)

Floor Space (9th) required 7 ft x 15 ft (sq. ft. 105) and Floor Space (10th) 7ft x 15ft (sq. ft. 105)

POWER REQUIREMENTS - Completed

Power Requirements (Voltage): 208 / 20 Volts AC BTU Requirements: _____
Required AC Breaker Amps: 100 Amps AC Line Voltage: 120 Volts
Maximum AC Current Draw @ Given Line Voltage: _____ Amps
Transmit Power of Equipment: 43 Watts Effective Radiated Power (ERP): _____ Watts

CHANNELS / FREQUENCIES

of Channels / Frequencies: Six / UHF
Transmit Frequencies (List each channel): 453.1000; 453.3500; 453.5250; 460.4500; 460.0625; 460.3125
Receive Frequencies (List each channel: 458.1000; 458.3500; 458.5250; 465.4500; 465.0625; 465.3125
Filters/Duplexers: _____ GPS: Yes _____

SATELLITE ANTENNAS

☐ TO BE MOUNTED: ☐ CURRENTLY MOUNTED: SATELLITE ANTENNAS

Description (Type): _____ Size: _____
Pole-Mount or Mounting Height: _____

TOWER CREW

Company Name: Kirms Communications _____
Contact Name: Harry Kirms Phone #: 561-577-8827 Fax #: _____
DATE OF ANTICIPATED INSTALL: ASAP _____ (OR) NOW INSTALLED? DATE INSTALLED: _____

The information supplied in this request form is accurate and I agree to comply with the Antenna Site and Equipment Standards and Requirements previously provided.

AUTHORIZED LICENSEE SIGNATURE: _____

Date: _____

Printed (or typed) Name: _____

EXHIBIT D

to

ANTENNA SITE LICENSE

INSURANCE FOR LICENSEE AND LICENSEE'S CONTRACTORS AND SUBCONTRACTORS

Licensee will cause its contractors and its subcontractors to provide certificates of insurance with Licensor named as "additionally insured" on policies except workers compensation showing the insurance in force with a thirty (30) days day notice of cancellation, non-renewal or material change. Certificate must be site specific. In addition, Licensee's shall communicate to Licensor, forty eight (48) hours in advance, when any work (other than emergency work) will be taking place on, in or at the Site. Coverage for contractors and subcontractors are as follows: Licensee will require contractors working on, in or at the Site in the capacity of general site maintenance (site maintenance limited to grounds and vegetation maintenance and installation not requiring heavy equipment, minor repairs and minor installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.)) to carry an umbrella / excess liability in excess of the business automobile, commercial general liability and workers compensation of a minimum of:

Each occurrence limit	\$1,000,000.00
General aggregate limit	\$1,000,000.00

Licensee will require contractors working on, in or at the Site only but not on any tower located on or at the Site, excluding the above functions, to carry an umbrella / excess liability in excess of the business automobile, commercial general liability and workers compensation with total minimum limits of:

Each occurrence limit	\$3,000,000.00
General aggregate limit	\$3,000,000.00

Licensee will require contractors working on, in or at the Site in any capacity which requires climbing any tower located on or at the Site, to carry an umbrella/excess liability in excess of the business automobile, commercial general liability and workers compensation totaling of a minimum of:

Each occurrence limit	\$5,000,000.00
General aggregate limit	\$5,000,000.00

The Licensee and Licensee's representatives, contractors and independent contractors, are not related to the Licensor other than by this license of space at the site.

Insurance: Before commencement of any license term, Licensee will cause its contractors and subcontractors to procure and maintain insurance coverage covering all of Licensee's contractors and subcontractors operations and activities in, upon or in conjunction with the Site. The insurance shall be provided in companies legally qualified to transact business in the State where the site is located in companies with an AM Best Rating of A-: VIII or greater with the following minimum limits.

Property: Licensee is responsible for insuring for all loss or damage to their property or the property of others for which they are responsible including loss of use or business interruption. Licensor assumes no responsibility for damage occurring to Licensee's, Licensee's contractors and / or subcontractors real, personal property and / or business interruption regardless of location.

Business Automobile Liability: Bodily Injury and Property Damage Liability or owned, hired and non-owned vehicles:

Combined Single Limit \$1,000,000.00

Commercial General Liability: Including but not limited to bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability:

Policy Form	Occurrence
General Aggregate Limit	\$ 1,000,000.00
Products & Completed Operations Limit	\$ 1,000,000.00
Personal Injury & Advertising Injury Limit	\$ 1,000,000.00
Each Occurrence Limit	\$ 1,000,000.00
Fire Damage Limit	\$ 50,000.00
Medical Expense Limit	\$ 5,000.00

Workers Compensation:

Requirements for the State of the site location	Statutory
Employers Liability	
Limit each accident	\$ 100,000.00
Limit disease aggregate	\$ 500,000.00
Limit disease each employee	\$ 100,000.00

Licensors shall be added as an additional insured on Licensee's policies except workers compensation. A certificate of insurance naming the Licensor as an additional insured and showing the insurance in force shall be delivered to the Licensor with a thirty (30) day notice of cancellation, non-renewal or material change. Licensee agrees that the insurance coverage's outlined above may be maintained pursuant to master policies of insurance covering the specific site locations but requires that limits shall not be reduced at the Licensor's site by activities at the Licensee's other sites or operations. Limits of coverage are named site specific.

INITIAL HTM / _____

EXHIBIT E

to

ANTENNA SITE LICENSE AGREEMENT

ANTENNA SITE AND EQUIPMENT STANDARDS AND REQUIREMENTS

1. **Purpose:** In order to minimize interference to Licensor's and all other licensee's operations and equipment, and to maintain good engineering practice, the following installation, operation and maintenance standards, requirements and specifications are being established and may be amended by Licensor when deemed necessary.
2. **Pre-Installation Standards:** Prior to any installation of the Equipment, Licensee must provide Licensor with complete plans for approval, including list of proposed equipment, contractors and subcontractors, and no work may be performed until approval has been given and all criteria has been met. All Equipment must be placed in approved locations only, and any changes must be approved by Licensor before the installation begins. The Licensor or its representative shall be on-site during major work on, in or at the Licensed Space and/or any tower. Licensee must notify the Licensor at least five (5) working days in advance of any installation work. Following initial installation, routine maintenance work to Licensee's equipment may be performed without prior notice except as otherwise provided in the License.
3. **Installation:**
 - (a) The following minimum protective devices must be properly installed and maintained in good working order:
 - (1) Lightning arrestor in feedline at wall feed thru plate for all non-broadcast antennas.
 - (2) Surge protectors in any AC & phone line circuit.
 - (3) Transmitter RF shielding kit if applicable.
 - (4) Isolator and harmonic filter.
 - (5) Duplexer or cavity bandpass filter.
 - (b) All transmitters, duplexers, isolators, multicouplers, etc. must be housed in a metal cabinet or rack-mounted.
 - (c) All transmission lines entering the Site must be 1 5/8" hybrid cable or better via a wall feed thru plate, terminating in a properly installed lightning arrestor with an ID tag on both ends of the line.
 - (d) Solid outer shield cable such as Superflex or Heliac/Wellflex must be used for all intercabling outside the cabinet. The use of braided RF cable (e.g.; RG8) will NOT be permitted outside the cabinet to minimize RF leakage which could cause interference.
 - (e) All antenna, power and phone cables shall be routed to the base station in a neat manner using routes provided for that purpose. All phone lines shall use shielded cable properly grounded.
 - (f) All stations are to obtain power from the power panel and/or AC receptacle provided for their specific use.

- (g) All RF equipment cabinets must be grounded to the site ground system using copper strap or ribbon cable with cadweld or silver solder connections.
- (h) All antenna lines shall be electrically bonded to the tower or the _____ at the antenna and at the bottom of the tower or the _____, as the case may be, using grounding kits installed per manufacturer's specifications, and all antenna brackets must be pre-approved.
- (i) All equipment cabinets shall be identified with a typed label under plastic on which the Licensee's name, address and 24-hour phone number must be listed, in addition to a copy of Licensee's FCC license.
- (j) Monitor speakers shall be disabled except when maintenance is being performed. All antenna lines will be tagged within twelve (12) inches of the antenna, at the entrance to the Site, at the repeater or base station cabinet, and/or at the multicoupler/combiner ports. No drilling, welding or alteration of the tower or any other building or structure on, in or at the Site is permitted for any reason. All ferrous metals located outside of any building or structure or on the tower shall be either stainless steel or hot-dipped galvanized, not plated.
- (k) Painted towers will require the painting of feedline by the Licensee prior to or before completion of the install.

4. General: Licensee must comply with any applicable instructions regarding any site security system.

- (a) Gates shall remain closed at all times unless entering or exiting the Site and the Licensed Space. When leaving the Site and the Licensed Space, ensure that all doors are locked and the security system is armed.
- (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Licensor. This License does not guarantee parking space.
- (c) If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the site.
- (d) Do not adjust or tamper with the thermostats or HVAC systems. Access to the building roof is restricted to authorized maintenance personnel.

5. Minimum Occupancy Requirements and Specifications:

- 1. All Equipment must be licensed and operate in full compliance with all FCC or NTIA rules and regulations as applicable.
- 2. All equipment must be identified on the outside with the following information: owner, contact name and phone number, operating frequencies, copy of the current FCC License (if applicable) and the model/serial number.
- 3. The Licensee must notify Licensor or Licensor's representative for approval, of any significant changes to the Equipment including, but not limited to, any addition or change in operating frequency(s), change in transmitter power levels or removal of equipment.

4. [Reserved]
5. Control stations (typically commercial UHF/800/900) or inverted transmit/ receive frequency pairs are not allowed on, in or at the Licensed Space or on, in or at the Site.
6. The equipment must be operated with all shields attached, cabinet doors closed and side panels attached.
7. All ancillary equipment such as modems, duplexers, cavity filters, etc., will be racked or enclosed within the station or a suitable metal cabinet or housing.
8. All equipment, antennas and transmission lines will be installed and grounded in compliance with Licensors R56 Quality Standards (P.N. 68P81089E50), and the manufacturer's specifications. In the event of a conflict between such standards/specifications, Licensor or Licensor's representative shall determine which applies. Transmission lines will be installed using stainless steel or hot dipped galvanized hardware. Transmission lines will be labeled with the customer name or contact name/phone number and antenna location. Tower transmission lines will have grounding kits installed at the top, middle, bottom and at the equipment area entrance.
9. All antenna lines entering the site will have a PolyPhaser® or approved equivalent surge suppressor installed within two feet of the cable entry port. This surge suppressor will be bonded to the site ground system. (Poly Phaser Corp. - (800) 325-7170).
10. All interconnecting RF cables will be Andrew Corporation superflexible, LDF or Cablewave FLC or approved equivalent. Current exceptions; frequency standards: RG-142 or RG-400 and satellite receivers: RG-6.
11. If the Site does not have a Type 1 AC surge suppression panel installed, Licensor will require the Licensee to provide individual transient (Silicon Avalanche Diode) surge protection on each circuit used. Northern Technologies Inc. (800) 727-9119, Transtector (800) 882-9110 or approved equivalent.
12. All telephone lines will have transient surge (Silicon Avalanche Diode) protection installed within two feet of entering the equipment room. The SAD device must be bonded to the site ground system. A.C. Data (800) 890-2569, Northern Technologies Inc. (800) 727-9119, Transtector (800) 882-9110 or approved equivalent.
13. Unsealed batteries (lead acid, maintenance free lead/acid) are not permitted. All sealed batteries must be properly mounted and installed according to the manufacturers' specifications including proper containment.
14. Non-compliant issues will be resolved at the Licensee's expense within thirty days of notification.
15. It is vital that standards for interference protection of systems be used to reduce the possibility of interference. The standards below are minimums and must be complied with by the Licensee. Additional protective equipment may be required by Licensor in the event of interference.

Minimum Transmitter Protection Standards

Frequency Range	Minimum of reverse isolation required (Isolator)	Bandpass cavity minimum attenuation (1 MHz from Tx Frequency)
24-54 MHz	20 dB	30 dB
66-88 MHz	25 dB	20 dB
88-108 MHz	25 dB	25 dB
130-225 MHz	50 dB	25 dB
400-512 MHz	50 dB	15 dB
806-960 MHz	50 dB	15 dB

Hybrid transmitter combining will have a band pass filter installed on the output with the following attenuation at 1 MHz from the transmit frequency: UHF/800/900 MHz-15dB. Multi-frequency transmitter filtering must be approved by engineering.

The undersigned has carefully read the foregoing Antenna Site and Equipment Standards and Requirements and Licensee agrees to comply with and abide by all of the foregoing Antenna Site and Equipment Standards and Requirements.

LICENSEE:

**Miami-Dade County, Florida
Miami-Dade Fire Rescue Department**

By: _____

Name: _____

Title: _____

Date: _____