

STATEWIDE AMATEUR RADIO NETWORK MASTER USE AGREEMENT

OWNER	State of Florida Department of Transportation 605 Suwannee Street Tallahassee, Florida 32399
USER AGENCY	State of Florida Division of Emergency Management 2555 Shumard Oak Boulevard Tallahassee, FL 32399
FLORIDA ITS OPERATIONS NETWORK	Statewide Amateur Radio Network ("SARNet") Multicast Data Network Service, and specific FDOT Tower Sites

WHEREAS, the State of Florida, Department of Transportation ("FDOT") coordinates the deployment of the Florida Intelligent Transportation System ("ITS") Operations Network, which includes the Statewide Amateur Radio Network ("SARNet"). SARNet is a system of UHF voice repeaters, owned and controlled by private FCC-licensed Amateur Radio operator volunteer trustees within Florida, that are interlinked via a microwave radio network currently operated by FDOT.

WHEREAS, FDEM desires to use a portion of Florida ITS Operations Network facilities for network interconnection of SARNet radio stations, and installation of communications system radios and antennas to facilitate signal propagation for the purpose of enhancing FDEM activities in areas of emergency communications, mass care, emergency assistance, and disaster preparedness, response, and recovery, while raising public awareness about the use of Amateur Radio as a public safety resource; and

WHEREAS, FDOT desires to allow FDEM to use a portion of Florida ITS Operations Network facilities within the limitations and subject to the conditions set forth in this Agreement.

WHEREAS, Section 337.25, Florida Statutes, authorizes the parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the parties mutually agree as follows:

1. Incorporation

The above WHEREAS clauses are incorporated into and are made a part of this Agreement.

2. Use of Premises

FDOT hereby gives permission, revocable and terminable as provided herein, to FDEM to enter the premises of certain Florida ITS Operations Network facilities (referred to herein as "SARNet Tower Sites"; site list attached as **Exhibit "A"**) for the purpose of installing, operating, and maintaining SARNet communication systems equipment and appurtenant equipment ("Improvements"). Prior to installation of Improvements within a SARNet Tower Site, FDEM and FDOT will enter into a Site-Specific Tower Use Agreement, an example of which is attached as **Exhibit "B"**, setting forth the specific Improvements to be installed and addressing any necessary site-specific requirements.

3. Fees and Costs

Unless otherwise specified herein, there will be no fee for use of SARNet Tower Sites unless an additional fee or cost directly attributable to FDEM is imposed on FDOT because of this Agreement. If such a fee or cost is levied, FDEM shall be responsible for all such fees.

FDEM agrees to be solely responsible for all costs associated with the Improvements including but not limited to, installation or removal of Improvements and utilities, and telephone circuit. FDEM is responsible for operation and

maintenance of all Improvements installed under this Agreement. The costs of maintenance and operation of Improvements shall be at the sole expense of FDEM.

4. Effective Date and Term

This Agreement shall be effective upon the date it is fully executed by both parties and shall have an initial term of ten (10) years. FDEM may request to renew this Agreement every five (5) years. Renewal shall be in the form of a letter from FDEM to FDOT requesting the renewal of this Agreement and a written response from FDOT to FDEM approving the renewal request. Renewal of this Agreement is the responsibility of FDEM. If FDEM fails to obtain a renewal concurrence from FDOT, this Agreement shall be terminated.

5. Access

FDOT shall provide FDEM access to the SARNet Tower Sites upon reasonable notice for the uses authorized herein. FDEM shall adhere to FDOT's site security procedures in its use of the SARNet Tower Sites.

6. Site-Specific Process and Required Submittals

Prior to installation of Improvements within a SARNet Tower Site, FDEM shall submit an initial request to the FDOT Intelligent Transportation Systems Communications Administrator ("ITS CA"), identifying the SARNet Tower Site and the proposed Improvements. Upon receipt of a complete initial request, the FDOT ITS CA will respond to FDEM, identifying the necessary submittals, which may include but are not limited to, structural analysis (Section 7), intermodulation analysis (Section 8), equipment building floor space use plan, power requirements, lightning protection, , and equipment maintenance requirements. Upon a determination by the FDOT ITS CA that all necessary submittals have been submitted and are acceptable, the parties shall execute a Site-Specific Tower Use Agreement, incorporating the submittals and terms of this Agreement. Unless stated otherwise in the Site-Specific Tower Use Agreement, FDEM may install the proposed Improvements upon execution of the Site-Specific Tower Use Agreement.

7. Structural Analysis

FDEM agrees to provide FDOT with a structural analysis indicating that all proposed Improvements, including but not limited to antenna(s), mounting hardware, and transmission line(s), will comply with the most stringent of the current versions of the Telecommunications Industries Association ("TIA")/Electronics Industries Association ("EIA") wind loading standard, the American Society of Civil Engineers ("ASCE") wind loading standard, the Florida Building Code, or other applicable federal, state, or local laws. The structural analysis must be reviewed and approved by the FDOT ITS CA prior to installation of any Improvements.

8. Intermodulation Analysis

FDEM agrees to provide FDOT with an intermodulation ("Intermod") analysis of all the existing and proposed receiver and transmitter operating frequencies. This analysis must provide 9th Order calculations using all transmit frequencies and include all receive frequencies and their adjacent channel frequencies. The FDOT will require interference analyses for any Intermod frequency deemed by FDOT to produce interference. The interference analysis must produce a signal strength component based on path loss, antenna performance characteristics and spatial separation, frequency separation, and receiver and ancillary filter isolation curves. The Intermod analysis and subsequent interference analyses must be reviewed and approved by the FDOT ITS CA prior to installation of any Improvements.

9. Chapter 471, Florida Statutes

FDEM agrees that all structural analysis submittals required herein will be signed and sealed by a qualified Florida registered Professional Engineer (P.E.) in accordance with Chapter 471, Florida Statutes.

10. Standards Requirements

FDEM agrees to install all Improvements in accordance with the most current version of applicable electrical standards, including but not limited to the Electronic Industries Association ("EIA"), the Institute of Electrical and Electronic Engineers ("IEEE"), and National Electrical Code ("NEC") standards.

11. Surge and Transient Protection Requirements

FDEM shall install, at FDOT's discretion and FDEM's expense, surge protective devices, including but not limited to transmission line through-line protectors, power line primary and secondary protectors, and telephone line protectors.

12. Unforeseen Problems

FDEM agrees that, if any unforeseen problems arise as a result of this Agreement, including but not limited to structural overloading or overstress to the tower site tower, interference to FDOT or preexisting tower site equipment, or environmental problems, FDEM will either correct, at the expense of FDEM, all problems to FDOT's satisfaction within 30 days or within an alternate timeframe agreed to in writing by FDOT. If FDEM is unable to correct such problems within the applicable timeframe, FDEM shall immediately suspend all operations and shall remove all Improvements installed pursuant to this Agreement within sixty (60) days. FDOT tower sites shall be made clean and undamaged from the removal process.

13. Construction Carried Out by FDOT

It is expressly understood and agreed by FDEM that FDOT shall have the right at any time during the term of this Agreement to make improvements in and around the SARNet Tower Sites. Prior to construction of such improvements, FDOT will provide notice to FDEM to allow for an orderly adjustment, relocation, or removal of FDEM Improvements. In the event FDOT requires FDEM to adjust, relocate, or remove its Improvements, FDEM shall be solely responsible for all costs associated with such actions.

14. Insurance

FDEM is solely responsible for self-insurance and shall be considered so by FDOT.

15. Interference

In the event FDOT determines that the operation of the Improvements by FDEM is causing interference to transmission or reception of other communications systems, FDEM shall take all appropriate steps necessary to immediately mitigate such interference.

16. Permits

FDEM is responsible for obtaining and paying the costs of all permits, licenses, or other approvals required by any regulatory body having jurisdiction over the uses authorized herein.

17. Assignment or Transfer

This Agreement may not be assigned or transferred by FDEM in whole or in part without the written consent of FDOT.

18. Termination

Should FDEM fail or neglect to comply with any terms or conditions of this Agreement after thirty (30) days written notice and demand, this Agreement shall be subject to termination. In the event of termination, FDEM shall immediately suspend all operations and remove all Improvements installed pursuant to this Agreement within sixty (60) days. FDOT tower sites shall be made clean and undamaged from the removal process.

19. Communications

All notices, communications and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if sent to the parties at the following addresses:

All communications to FDOT shall be sent to:

Title: ITS Communications Administrator
 Address: Florida Department of Transportation
605 Suwannee Street, MS 90, Tallahassee, FL 32399
 Phone: 850-410-5600
 Email: its-communications-administrator@dot.state.fl.us

All communications to FDEM shall be sent to:

Title: Telecommunications Administrator
 Address: Florida Division of Emergency Management
2555 Shumard Oak Blvd Tallahassee, FL 32399
 Phone: 850-815-4000
 Email: demtelecom@em.myflorida.com

20. E-Verify

FDOT and FDEM acknowledge and agree to the following:

- a. The FDEM shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the FDEM during the term of the contract; and
- b. The FDEM shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

21. Convicted Vendor List

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

22. Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.

23. Public Records

Failure by FDEM to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

24. Compliance

FDEM agrees to comply with all federal, state, and local statutes, regulations, and ordinances applicable to this Agreement and the installation, operation, and maintenance of Improvements thereunder.

25. Headings

The section headings of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the scope or intent of this Agreement or any provision hereof.

26. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

27. Inspector General Cooperation

FDEM agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

28. Entire Agreement

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

29. Severance Clause

Any portion of this Agreement declared invalid shall be severed from the remainder, which shall then be read independently of the stricken portion. FDOT and FDEM shall endeavor in good-faith negotiations to replace the invalid, illegal, or unenforceable provision with valid provisions, the effect of which comes as close as possible to that of the invalid, illegal, or unenforceable provision.

30. Amendments

No provision of this Agreement may be amended or added to except by an agreement in writing signed by both Parties hereto.

31. Intellectual Property

Neither party shall have or acquire hereunder any right whatsoever in any intellectual property right (e.g., patent, copyright, mask work, trademark, trade name, logo, trade secret, service mark, or know-how) of the other party as a result of this Agreement, and nothing in this Agreement is intended or shall be construed as a transfer, grant, license, release or waiver of any intellectual property right of either party, in any country.

32. Rights of Third Parties

This Agreement shall not create any third-party beneficiary hereunder, nor shall this Agreement authorize anyone not a party hereto to maintain a suit against the FDOT or FDEM pursuant to the terms of this Agreement.

33. Conflict of Law

In any instance of conflict arising out of the interpretation of federal, state and local laws governing the construction, operation, maintenance, and management of the Demised Premises, the most stringent will govern.

34. Document Approval

Approval by FDOT of any documents required to be submitted by FDEM under the terms of this Agreement does not create any liability on the part of FDOT for the suitability or adequacy of such submittals.

35. Adequate Opportunity to Review

FDEM acknowledges that it has reviewed this Agreement, is familiar with its terms, and has adequate opportunity to review this Agreement with legal counsel of FDEM's choosing. FDEM has entered this Agreement freely and voluntarily. FDOT acknowledges that it has reviewed this Agreement, is familiar with its terms, and has adequate opportunity to

review this Agreement with legal counsel of the FDOT's choosing. FDOT has entered this Agreement freely and voluntarily.

36. No Waiver of Sovereign Immunity


Nothing in this Agreement or in any documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by FDOT or FDEM of its sovereign immunity in tort under the Constitution and laws of the State of Florida.

37. Counterparts

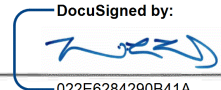
This Agreement may be executed in two or more counterparts and duplicate originals which have been signed and delivered by each of the Parties (a party may execute a copy of this Agreement and deliver it by e mail transmission; provided, however, that any such party shall promptly deliver an original signed copy of this Agreement).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper representatives thereunto duly authorized as of the dates below.

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: 
Name: Stephanie Stachowicz
Title: General Counsel
Date: 10.25.2021

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: 
Name: Will Watts
Title: Chief Engineer
Date: 10/29/2021 | 6:29 PM EDT

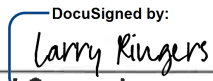
FOR DEPARTMENT USE ONLY

TECHNICAL APPROVAL:

DocuSigned by:

Central Office Review
ITS Communications Administrator

LEGAL REVIEW:

DocuSigned by:

Office of General Counsel