

## **CBP LICENSE AGREEMENT**

This CBP LICENSE AGREEMENT (this "License"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the GREATER ORLANDO AVIATION AUTHORITY, whose address is One Jeff Fuqua Boulevard, Orlando, Florida 32827, a public and governmental body, existing under and by virtue of the laws of the State of Florida ("Licensor") and the U.S. CUSTOMS AND BORDER PROTECTION, whose address is OA/FM&E, Border Patrol & Air and Marine Program Office (BPAM PMO) 150 Westpark Way, Suite 300, Useless, Texas 76040 ("Licensee").

### **WITNESSETH:**

**WHEREAS**, Licensor, presently operates and controls that certain real property commonly referred to as the Orlando International Airport and Orlando Executive Airport, which are situated in the County of Orange and State of Florida, pursuant to that certain Amended and Restated Operation and Use Agreement dated August 31, 2015, with the City of Orlando (the "City"); and

**WHEREAS**, Land Mobile Radio (LMR) systems are the primary means of voice communications among federal, state and municipal public safety personnel. LMR systems are designed to meet the unique needs of public safety, and deliver secure, reliable, mission-critical voice communications in a variety of environments, scenarios, and emergencies. LMR technologies have been used by federal law enforcement for many years, and provide the most reliable means of voice communications for CBP's field agents at this time. LMR systems rely on communications infrastructure including radio sites and backhaul technology; and

**WHEREAS**, this License will set forth the terms and conditions under which, Licensor will grant to Licensee the right to install, operate, maintain, and repair its tactical communication ("TACCOM") roof mounted equipment located on the A-Side, Terminal Top Parking Garage, Level 13 Antenna Farm ("License Area") as depicted on Exhibit "A", attached hereto; and

**NOW, THEREFORE**, for and in consideration of certain expenditures made by Licensee in connection with this License, and of the mutual benefits hereunder, and of the mutual covenants and conditions contained herein, the Licensor does hereby grant to the Licensee the non-exclusive right, privilege and license to construct and locate said TACCOM on the License Area and operate said communication equipment free of charge throughout the term of this license agreement, maintain and repair said TACCOM thereon and/or remove the same therefrom.

The parties hereto agree as follows:

1. License Area. Licensor hereby grants Licensee sufficient space to accommodate two (2) DB-264B or similar antennas located on the License Area, consisting of approximately 6 Sq. Ft. of floor space, access for equipment maintenance and space in the A-Side penthouse Communication Room #0800.NTLS.ZNC.12.2872, for placement of a complete fixed radio station including duplexers, repeaters and telephone circuit termination. ANTENNA HEIGHT: 150 Ft. AGL. Licensee shall have the right to construct, locate, lay, operate, inspect, maintain, repair and remove said TACCOM, together with the rights and privileges necessary for the full use and enjoyment thereof within the License Area.

2. Licensor Obligations. Licensor shall furnish Licensee:

- (a) Electricity including connection to emergency backup power circuit.
- (b) Direct 24/7 full access to the License Area at all times.
- (c) Communications LAN Line.

3. Licensee Obligations. Licensee is to pay all costs associated with the installation and maintenance of all Licensee's TACCOM. All TACCOM equipment including associated cables, wiring and antenna system have been installed and will be maintained in a clean, neat and orderly manner and will conform to the current National Electrical Safety Code, and NTIA regulations. Any upgrades and/or changes to this TACCOM is to comply with the requirements of the Licensor in effect from time to time, including Licensor's Master Design Guidelines Policies and Procedures as applicable. Licensee is to provide a filtering device should any unexpected radio frequency interference occur with other radio systems utilized by the Licensor. As provided in the Federal Tort Claims Act (28 USC 2671 et seq), Licensee is responsible for damages caused by a negligent or wrongful act or omission on the part of any federal employee acting within the scope of their employment.

4. Rent. As compensation in full for the License Area granted by Licensor, Licensee shall install, operate, maintain and repair TACCOM roof mounted equipment to provide continuous, reliable, mission critical and mobile radio voice communication for Licensee's field agents at Orlando International Airport.

5. Term. The term of this License shall be twenty (20) years, beginning October 1, 2017, subject to termination and renewal rights as may be hereinafter set forth.

6. Termination. This License may be subject to early termination by either party upon one hundred eighty (180) days written notice, which shall be computed commencing with the day after the date of mailing. Upon termination of this License, Licensor, in its sole and absolute discretion, may require that Licensee, at Licensee's sole cost and expense, remove the TACCOM from the License Area. If within three (3) months after written notice of Licensor's election pursuant to this section for Licensee to remove the TACCOM, Licensee fails to remove said TACCOM, Licensor may remove the TACCOM at the sole cost and expense of Licensee. Licensee agrees to pay all invoices presented by Licensor related to removal of the TACCOM within sixty (60) days.

7. Indemnification. [Intentionally deleted.]

8. Insurance. [Intentionally deleted.]

9. Covenants. Licensor covenants that it has sole and unrestricted right to grant the approvals, privileges and license described or stated herein, and Licensor covenants that Licensee shall have the non-exclusive, quiet and peaceful use and enjoyment of said license.

10. Compliance with Applicable Law. Licensee's use of the license granted hereunder shall at all times be in compliance with all applicable Federal, State and local laws, rules, regulations, ordinances, codes and statutes.

11. Successors and Assigns. The provisions hereof shall inure to and be binding upon the legal representatives, successors and assigns of the parties hereto, respectively. This License agreement may be assigned by Licensee following approval by Licensor of the assignee, in Licensor's sole and unfettered discretion.

12. General Provisions. No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof. This License contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this License shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by all parties. The provisions of this License shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Wherever under the terms and provisions of this License, the time for performance falls upon a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day. This License may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this License are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This License shall be interpreted and subject to applicable/prevaling Federal Laws. The parties hereto agree that any legal action shall be in accordance with all applicable prevailing Local, State and Federal Law.

13. Severability. This License is intended to be performed in accordance with, and only to the extent permitted, by all applicable laws, ordinances, rules, and regulations. If any provision of this License or the application thereof, to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this License, and the application of such provision to other persons or circumstances, shall not be affected thereby, but rather, shall be enforced to the greatest extent permitted by law.

14. Attorneys' Fees. The parties hereto agree that any legal action is to be governed/resolved by the Contract Dispute Act ("CDA") as provided with the applicable prevailing laws.

15. Waiver of Jury Trial. THE PARTIES VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS MASTER LICENSE.

**IN WITNESS WHEREOF**, the parties hereto by their duly authorized officers have caused this License to be executed in their names and their seals to be affixed hereto as of the day and year first above written.

Witness:

**“LICENSOR”  
THE GREATER ORLANDO  
AVIATION AUTHORITY**

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

By: \_\_\_\_\_  
Phillip N. Brown, A.A.E.,  
Executive Director

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

Date: \_\_\_\_\_, 2017

ATTEST:

By: \_\_\_\_\_  
Dayci S. Burnette-Snyder  
Assistant Secretary

*[Official Seal]*

APPROVED AS TO FORM AND LEGALITY on this  
\_\_\_\_ day of \_\_\_\_\_, 2017 for the use and reliance of  
the Greater Orlando Aviation Authority, only.

Marchena and Graham, P.A., Counsel

By: \_\_\_\_\_  
Marchena and Graham, P.A.

**"LICENSEE"**

**U.S. CUSTOMS AND BORDER  
PROTECTION**

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

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

By \_\_\_\_\_

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

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

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

ATTEST:

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

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

## **JOINDER**

The **City of Orlando** hereby joins in the CBP License Agreement effective as of \_\_\_\_\_, 2017 between the **GREATER ORLANDO AVIATION AUTHORITY** and **U.S. CUSTOMS AND BORDER PROTECTION**, solely to acknowledge the City's consent to the term of the License.

Dated: \_\_\_\_\_, 2017.

ATTEST:

**CITY OF ORLANDO**

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

[OFFICIAL SEAL]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESSES:

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

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