

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 7, 2025 [x] Consent [] Regular
[] Public Hearing [] Workshop

Department: Information Systems Services (ISS)

Submitted by: Information Systems Services

Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:


- A. approve** an In-Building Agreement with T-Mobile South LLC (T-Mobile) for the installation and operation of wireless communications facilities at 2300 N Jog Rd, West Palm Beach, FL 33411 (Vista Center);
- B. approve** an In-Building Augmentation Agreement with Celco Partnership (Verizon Wireless) for installation, maintenance and operations of wireless communications facilities at 205 N Dixie Hwy, West Palm Beach, FL 33401 (PBC Court House); and
- C. authorize** delegated authority to the County Administrator or designee to execute future T-Mobile and Verizon Wireless site additions as needed at no cost to the County; that do not substantially change the scope of work, terms or conditions of the agreements.

Summary: In order to improve cellular coverage within County Facilities the carriers must provide permission and equipment to connect to the distributed antenna system built by Information Systems Services (ISS). Approval of the T-Mobile and Verizon Wireless In-Building Agreements will allow installation of T-Mobile and Verizon Wireless owned equipment at Vista Center and PBC Court House locations at no cost to the County for the purpose of enhancing the radio frequency signal for users of T-Mobile and Verizon Wireless Services. T-Mobile's agreement term is initially 10 years and automatically renews for 20 additional years and successive one (1) year terms. Verizon Wireless's agreement is continuous as long as the Verizon Wireless's equipment is on premises. Delegated authority is being sought to enhance efficiency and allow the extension of services to additional locations at no cost to the County. Countywide (DB)

Background and Justification: A need has been identified to enhance cellular coverage in specific County facilities. ISS Network Services Division is limited in their ability to rebroadcast carrier signals without permission and equipment from the carrier. The T-Mobile and Verizon In-Building Agreements provides for the installation and maintenance of cellular equipment at no cost to the County, which will be connected to the distributed antenna system built by ISS.

Attachments:

- 1. T-Mobile Master Agreement (2)
- 2. Verizon Master Agreement (2)

Recommended by:  12/11/24
Date

Chief Information Officer

Approved by:  12/16/24
Date

County Administrator

IN-BUILDING AGREEMENT
TMO Connect to Customer's DAS – BYOC

This IN-BUILDING AGREEMENT (“**Agreement**” or “**Contract**”) is by and between Palm Beach County (“**Customer**” or “**County**”), and T-Mobile South LLC, a Delaware limited liability company (“**Company**” or “**T-Mobile**”), for the installation and operation of wireless communications facilities (“**Facility**”) at Customer’s place of business located at 2300 N Jog Rd, West Palm Beach County, FL 33411 (“**Premises**”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) **Purpose and Use.** Customer has installed and currently operates a distributed antenna system (“**DAS**”) on the Premises. Customer desires to supplement its wireless telecommunication service by having Company connect to the DAS and install and operate the Facility on the Premises.
 - a) **Allowed Use:** Customer grants Company the right to connect the Facility to the DAS and install, replace, upgrade, operate, maintain and repair the Facility, which shall initially consist of lines, cables and related components, together with all necessary or convenient appurtenances at mutually agreed upon locations on the Premises or as generally depicted in the attached **Exhibit A**, which is incorporated herein by this reference. In addition, Customer agrees to provide Company with necessary access to Customer’s fiber infrastructure at the Facility’s head-end location to facilitate the operation of the Facility. Customer hereby represents and warrants that Customer has all necessary rights and permissions from all necessary parties, including the fee owner of the Premises, landlords, mortgagees, or property management companies, for the placement of the Facility on the Premises and for the rights granted to Company under this Agreement. Customer shall defend, indemnify, and hold Company harmless from and against any and all claims, causes of action, demands or other liability (collectively, “**Claims**”), to the extent arising out of Customer’s failure to have such necessary rights and permissions for the placement of the Facility on the Premises and for the rights granted to the Company under this Agreement. This indemnification shall survive the expiration or earlier termination of this Agreement. Construction of the Facility shall be done in a manner which does not unreasonably interfere with the operations of Customer. Company is responsible for maintenance and repair of the Facility, excluding any damage caused by Customer. Customer represents that it will utilize good faith efforts to eliminate any interference from any other source if such interference is affecting the Facility.
 - b) **Ownership/Maintenance:** The DAS shall remain the personal property of Customer, owned and controlled by Customer at all times. At its sole cost and expense, Customer shall be responsible for the operation, maintenance, monitoring and repair of the DAS. Customer acknowledges that Company is the sole and exclusive owner of the Facility, and Customer waives any and all rights, including lien rights, in and to the Facility.
- 2) **Term.** This Agreement shall continue for a period of ten (10) years (the “**Initial Term**”) from the Effective Date (as defined below). This Agreement shall automatically renew for twenty (20) additional and successive one (1) year terms (each, a “**Renewal Term**”) unless Company elects not to renew by providing Customer written notice before end of the current term. The Initial Term plus any Renewal Terms shall be referred to as the “**Term**”. This Agreement shall continue on a month-to-month basis after expiration of the Term. Company may terminate this Agreement at any time upon thirty (30) days’ written notice to Customer if Company (a) is unable to obtain or maintain all necessary permits or approvals to operate the Facility, (b) determines that due to a change in technology, installation of a nearby cell site, or some other change of circumstance, the Facility is no longer needed to supplement the wireless telecommunication service at the Premises, or (c) any signal interference with Company’s frequency as distributed at the Premises cannot be abated, avoided or eliminated. Customer may terminate this Agreement with thirty (30) days’ prior written notice if Customer is required to vacate the Premises due to the sale of the Premises or the expiration of an underlying lease. Upon expiration or termination, Company may, at any time, enter the Premises to retrieve the Facility. Customer understands that Company is investing significant funds in the deployment of the Facility, potentially including a long-term fiber contract. As such, if Company terminates this Agreement during the Initial Term because of an Event of Default (as defined below) by Customer, or if Customer terminates this Agreement during the Initial Term pursuant to any termination rights of Customer expressly set forth in this Agreement (other than for an Event of Default by Company), then Customer agrees to reimburse Company a portion of Company’s deployment costs, estimated to be Thirty-Five Thousand One Hundred Eight-Five Dollars (\$35,185.53), prorated over the remaining months in the Initial Term.
- 3) **Access.** Company shall have access to, over and across a portion of the Premises to enable Company to exercise its rights and obligations hereunder, including, without limitation, ingress, egress and telecommunication and utility connections to and from the Facility. In order to obtain access to the Premises during off hours when a representative of Customer is not available, Company shall contact Michael Butler at 561-355-4601.
- 4) **Improvements.** Upon notice to Customer, Company shall have the right to alter, replace, enhance, and upgrade the Facility during the Term of this Agreement including, without limitation, the utilization of additional and different technologies or frequencies, without Customer’s consent. Company shall at all times have the unfettered right to control the operation of Company’s frequencies.
- 5) **Utilities.** Company shall have the right to connect up electrical power for the Facility from a mutually agreed upon source on or about the Premises, and Customer shall pay the costs for all Facility usage of electricity. Customer grants Company the right to connect the Facility to Customer’s existing telecommunication lines at Customer’s sole cost. If Company determines that Customer does not have existing telecommunications service that will support the Facility, Company shall have the right to install, connect and maintain telecommunication lines on the Premises at Company’s cost.
- 6) **Insurance / Hold Harmless / Indemnification.** See Exhibit B attached hereto.
- 7) **Environmental.** Company shall have no responsibility for environmental conditions existing within the Premises prior to the Effective Date or any environmental conditions not arising out of the use and occupancy of the Premises by Company. As between Customer and Company, Customer is responsible for the identification, investigation, monitoring and remediation and cleanup of any substances brought onto the Premises or discovered on the Premises that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the “**Hazardous Substances**”) and agrees to indemnify, defend, and hold harmless Company from and against any and all claims relating to the Hazardous Substances on or affecting the Premises, except to the extent the presence of the Hazardous Substances results from Company’s activities. Company will not introduce or use any Hazardous Substances at the Premises in violation of any applicable law and Company will indemnify, defend and hold harmless Customer from and against any and all claims to the extent arising out of Company’s breach of this provision. The indemnity obligations under this section will survive the termination or expiration of this Agreement.
- 8) **Notice.** All notices pursuant to this Agreement shall be in writing and be delivered via next day business delivery by a nationally recognized overnight carrier to the address set forth below under the respective party’s signature.
- 9) **Miscellaneous.** (a) This Agreement constitutes the entire agreement and understanding of the parties regarding the subject matter hereof and supersedes all offers and negotiations regarding the subject matter hereof. There are no representations or understandings of any kind regarding the subject matter hereof not set forth herein. (b) Any amendments to this Agreement must be in writing and executed by both parties. (c) Customer covenants and warrants to Company that Customer has full right, power, and authority to execute this Agreement. (d) Company may assign this Agreement to a parent, subsidiary or affiliate of Company or to an entity that is merged or consolidated with Company or acquires a controlling

ownership interest in Company, upon notice to Customer. (e) This Agreement shall be construed in accordance with the laws of the state in which the Premises is located, exclusive of choice of law rules. (f) Each individual executing this Agreement on behalf of a party represents that he or she has full authority to do so. (g) If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such determination shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision, or portion hereof to other persons or circumstances. (h) This Agreement may be signed in one or more counterparts, each of which shall be an original for all purposes but all of which taken together shall constitute only one instrument. Signed facsimile and electronic copies of this Agreement shall legally bind Customer and Company to the same extent as original documents. (i) Unless pre-approved by the other party in writing, neither party shall disclose any information of any type relating to the operation and performance of the Facility, including, without limitation, information regarding system availability, coverage area, call statistics, data usage and data speeds, and all such information shall be deemed to be confidential. (j) It shall constitute an "Event of Default" under this Agreement if either party defaults in the performance of any of its covenants or obligations hereunder and such default continues for a period of thirty (30) days after receipt of written notice thereof from the non-defaulting party (unless the nature of the event takes longer to cure and the defaulting party commences a cure within the time period and diligently pursues it thereafter), the non-defaulting party may thereafter terminate this Agreement upon written notice to the defaulting party. In addition, if an Event of Default is not cured as provided herein, the non-defaulting party may pursue any other available remedies at law or in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of execution by the last party to sign (the "Effective Date").

OWNER: Palm Beach County

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

Name: Michael Butler
Address: 301 N. Olive Ave, 4th Flr
West Palm Beach, FL 33401

Phone: 561-355-4601

COMPANY: T-Mobile South LLC

By: Ana Hemmert
Name: Ana Hemmert
Title: Director Technology Procurement
Date: 12/16/2024

Address: T-Mobile
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site # FLYH01S Palm Beach
County



**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**


COUNTY ATTORNEY

EXHIBIT A TO IN-BUILDING AGREEMENT

RF Design and Site Plan

General Venue Information

HUB ID	Project Name	Site Name	Region	Market	Venue Type	Project Class	Venue Class	Venue B/LA Partner
FLYH015	FLYH015 - Palm Beach County Vista	FLYH015 - Palm Beach County Vista	South	FL-Miami	Government	Design-New Build	BYOC	Goodman

Design Information : Design Approvals & dates

Project Name	Project Blot	ACS Design Engineer	Region RF Engineer	Market RF Engineer	Application Submitted Date	ACS Design Received Date	ACS Design Approved Date	Region Approved Date	Market Approved Date
FLYH015 - Palm Beach County Vista	RF Design Not Received	Christopher Middleton	Chris Middleton		01/19/2024	02/20/2024	02/27/2024	02/27/2024	02/27/2024

General Design Information

Project Name	Solution Type	DAS Make & Model	RF Source Make & Model	In T-Mobile owned the System Inside the Venue?	Unity Shared Link
FLYH015 - Palm Beach County Vista	DAS	Corning - Evolve 6200™, PoEave	Ericsson LPE14C0 R25B44, Ericsson Radio 4433 B41	false	

In-Building Design Criteria

LTE 2100 / LTE 1900 RSRP: >105 dBm and >5dB stronger than macro network Area 95%	LTE 2100 / LTE 1900 RSRP: >105dBm on 95% of Area	LAA or LTE-A RSRP >110dBm on 95% of Area	5G mmWave SS-RSRP >115dBm on 95% of Area	5G mmWave FD-SCH-SNR (100% Loading) > 0 dB ; 95% Building Area 95% Stadium Area	5G mmWave SS-SNR > 0 dB ; 95% Building Area 95% Stadium	5G N41 SS-RSRP > -105dBm on 95% Area and >5dB stronger than Macro	5G N41 SS-SNR > -105dBm on 95% Area And >5dB 95% Area (Stadium)	5G N41 E-S-SNR > -105dBm on 95% of Area (Building)	UMTS 1900 / UMTS 2100 RSCP: >64dBm and >5dB stronger than macro network Area 95%
true	true	false	false	false	false	true	true	true	false

In-Building Solution Options Analysis

Proposed Venue Solution	Proposed Venue Solution Description/Comment	Was GPS included in Design?	Solution Option(s) Cost Analysis	If solution not a DRAN above, Please detail reasons why DRAN was not designed (5G Readiness)	Do you recommend new Macro build?	Macro Solution Analysis (Performance/Trade-off)	Alternative Option(s) to proposed Solution	Performance Trade-off(s) of Alternative Options	Is ODM System being Designed End-Of-Life?
Jon Active DAS		true			false				

RF Design Overview : RFDS RAN Configuration

Base Station Vendor	Number of Zones	Total Antennas	LTE BTS Count	LTE Sector Count	LTE Sector Radio Model/Type per Band	UMTS BTS Count	UMTS Sector Count	UMTS Sector Radio Model/Type per Band	GSM BTS Count	GSM Sector Count	GSM Sector Radio Model/Type per Band
Ericsson	1	0	1	1	44204435						

Design Information : Remote Equipment & Power Sharing

Number of Remote Units / Remote Type (Low/High)	Remote Output (dBm) / Remote Type (Low/High)	Remote Power Sharing GSM 1900 MHz (%)	Remote Power Sharing UMTS 1900 MHz (%)	Remote Power Sharing UMTS 2100 MHz (%)	Remote Power Sharing LTE 1900 MHz (%)	Remote Power Sharing LTE 2100 MHz (%)	Remote Power Sharing LTE 700 MHz (%)	Remote Power Sharing 5GHz - LTE 40/45A (%)
					33	33		

T-Mobile System & Technology distribution per iBwave Design
5G NR

Technology Band	Total Bandwidth Allocation	Antenna Config. Type	Unique Sector Count
1900 MHz - PCS	FDD - 20 MHz - n25	SISO	1
2.6 GHz	TDD - 100 MHz - n41	SISO	1
2.6 GHz	TDD - 80 MHz - n41	SISO	1

LTE

Technology Band	Total Bandwidth Allocation	Antenna Config. Type	Unique Sector Count
1900 MHz - PCS	FDD - 20 MHz - Band 2	SISO	1
2100 MHz - AWS	FDD - 20 MHz - Band 4	SISO	1

RAN Template: E_SC-593J: (RP6651 FDD + RP6651 TDD) (LPRU4420 + 2x4435) SISO Split Mode	A&L Template:
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FLYH01SA_DAS_1

Print Name:
Standard
Project IDs with associated PORs:
FLYH01SA-0002387892
DART_New Build

Section 1 - Site Information

Site ID: FLYH01SA	Site Name: Palm Beach County - Vista	Latitude: 26.7157135
Status: Final	Site Class: In-Building HUB	Longitude: -80.05259858
Version: 1	Site Type: Engineering DAS	Address: 2300 N Jog Road
Project Type: DAS	Plan Year: 2024	City, State: West Palm Beach, FL
Approved: 11/19/2024 5:37:31 PM	Market: MIAMI FL	Region: SOUTH
Approved By: Christopher.Middleton@t-mobile.com	Vendor: Ericsson	
Last Modified: 11/19/2024 5:37:35 PM	Landlord:	
Last Modified By: Christopher.Middleton@t-mobile.com		

RAN Template: E_SC-593J: (RP6651 FDD + RP6651 TDD) (LPRU4420 + 2x4435) SISO Split Mode		AL Template:		
Sector Count: 0	Antenna Count: 0	Coax Line Count: 0	TMA Count: 0	RRU Count: 0

Section 2 - Existing Template Images

--- This section is intentionally blank. ---

RAN Template: E_SC-593J: (RP6651 FDD + RP6651 TDD) (LPRU4420 + 2x4435) SISO Split Mode	A&L Template:
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FLYH01SA_DAS_1

Print Name:
Standard
Project IDs with associated PORs:
FLYH01SA-0002387892
DART_New Build

Section 5 - RAN Equipment

Existing RAN Equipment

--- This section is intentionally blank. ---

Proposed RAN Equipment

Template: E_SC-593J: (RP6651 FDD + RP6651 TDD) (LPRU4420 + 2x4435) SISO Split Mode

Enclosure	1		
Enclosure Type	Enclosure 6160_v2AC		
Small Cell Radio Only	Radio 4402 B25 (DC) N1900 L1900	Radio 4402 B66 (DC) L2100	Radio 4435 (DC) N2500
Baseband	RP 6651 (x2) N1900 N2500 L1900 L2100		
Transport System	CSR DRe V2 (Gen2)		
GPS kit	GPS Kit New Site Build/ PKGS-2DUX-GPSANT		
Optical Cable/SFP	SFP+ SM 10.3Gb/s 10km 1310nm SFP+ SM 24.3Gb/s 10km 1310nm (x2)		
RAN Scope of Work:			

EXHIBIT B
INSURANCE REQUIREMENTS

T-Mobile shall maintain at its sole expense, in force and effect, at all times during the term of this Contract, the insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by T-Mobile LLC, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations assumed by T-Mobile LLC, under the Contract. T-Mobile LLC, agrees to notify the COUNTY at least thirty (30) days prior to cancellation or non-renewal of any required insurance coverage that is not replaced. Where the policy allows, coverage and endorsements shall apply on a primary basis and non-contributory basis.

- A. **Commercial General Liability:** T-Mobile LLC, shall maintain Commercial General Liability insurance, per ISO Form CG 00 01 or equivalent, at a limit of liability of \$1,000,000 combined single limit for property damage and bodily injury each occurrence and in the aggregate. Coverage shall not contain any endorsement(s) excluding Contractual Liability coverage or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured (Blanket Endorsement accepted) with respect to this Agreement. A copy of the endorsement shall be provided to COUNTY upon request.

- B. **Business Auto Liability:** T-Mobile LLC, shall maintain Business Auto Liability insurance at a limit of liability of \$1,000,000 combined single limit for property damage and bodily injury each accident. This requirement may be satisfied by amendment to the Umbrella/Excess Liability policy.
- C. **Workers' Compensation Insurance & Employer's Liability:** T-Mobile LLC, shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. **Waiver of Subrogation:** Except where prohibited by law. T-Mobile LLC, hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then T-Mobile LLC, shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should T-Mobile LLC, enter into such an agreement on a pre-loss basis.
- E. **Certificate(s) of Insurance:** On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, or ten (10) days prior to the expiration of any of the required coverage throughout the term of this Contract, T-Mobile shall deliver to COUNTY, a signed Certificate(s) of Insurance evidencing at least the insurance coverage required by this Contract. The Certificate shall be issued via e-mail to SHaywoodMcCabe@phc.gov or such other e-mail address as may be provided by COUNTY in accordance with the notice provisions contained in the agreement, which this exhibit is attached to.
- F. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department, reserves the right to reject, review, and, or modify any required insurance, including limits, coverage, or endorsements, throughout the term of this Contract but only to the extent that it is required of similar operations of COUNTY with 60 days advanced written notice to T-Mobile LLC,. Any changes to the insurance terms outlined herein shall be mutually approved in writing by an amendment to this Agreement.

EXHIBIT C
ADDITIONAL TERMS AND CONDITIONS

1. Criminal History Records Check Ordinance

Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based on criminal history record checks on all person not employed by the T-Mobile who repair, deliver, or provide goods or services for, to, or on behalf of the T-Mobile. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of T-Mobile, including repair persons and delivery persons, who are unescorted when entering facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identifying in Resolution R-2003-1274, as may be amended. The supplier is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the supplier acknowledges that its pricing offered includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

2. Public Entity Crimes

In accordance with the Florida Public Entity Crime Statue 287.132.133, persons and affiliates who are entering into a contract or performing any work in furtherance with Palm Beach County certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted contractor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Florida Statue 287.133 (3) (a).

3. Office of Inspector General

Palm Beach County Office of the Inspector General Audit Requirements. Pursuant to Palm Beach County Code, Section 2-421-2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but not limited to, the power of audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone action on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

4. Non-Discrimination Policy

T-Mobile represents and warrants that it will comply with the County's Nondiscrimination Policy as described in Resolution 2017-1770, as amended.

5. Indemnification

T-Mobile shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of T-Mobile.

6. E-Verify

T-Mobile warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning the date this Agreement is executed uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of T-Mobile's subcontractors performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning date Agreement is executed, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

8. Subcontractors

To the extent applicable, T-Mobile shall obtain from each of its subcontractors an affidavit stating that the subcontractors does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. T-Mobile shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.

9. Unauthorized Aliens

Palm Beach County shall terminate this CONTRACT if it has a good faith belief that T-Mobile has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If Palm Beach County has a good faith belief that T-Mobile's subcontractor

has knowingly violated section 448.09(1), Florida Statutes, as may be amended, Palm Beach County shall notify T-Mobile to terminate its contract with the subcontractor and T-Mobile shall immediately terminate its contract with the subcontractor.

10. SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, T-Mobile certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if T-Mobile is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the Palm Beach County.

B. Intentionally Deleted

11. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if T-Mobile: (i) provides a service; and (ii) acts on behalf of Palm Beach County as provided under Section 119.011(2) F.S., T-Mobile shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. T-Mobile is specifically required to:

A. Keep and maintain public records required by Palm Beach County to perform services as provided under this Contract.

B. Upon request from the Palm Beach County's Custodian of Public Records, as it relates to this Contract, provide Palm Beach County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. T-Mobile further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if T-Mobile does not transfer the records to the public agency.

D. Upon completion of the Contract T-Mobile shall transfer, at no cost to Palm Beach County, all public records in connection with this Contract and in possession of T-Mobile unless notified by Palm Beach County's representative/liaison, on behalf of the Palm Beach County's Custodian of Public Records, to keep and maintain public records required by the Palm Beach County to perform the service. If T-Mobile transfers all public records to the Palm Beach County upon completion of the Contract, T-Mobile shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If T-Mobile keeps and maintains public records upon completion of the Contract, T-Mobile shall meet all applicable requirements for retaining public records. All applicable records stored electronically by T-Mobile in connection with this Contract must be provided to Palm Beach County, upon request of the Palm Beach County's Custodian of Public Records, in a format that is compatible with the information technology systems of Palm Beach County, at no cost to Palm Beach County.

T-Mobile acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF T-MOBILE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

EXHIBIT D

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of T-Mobile South, LLC (Quoter) and attest that Quoter does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Ana M. Hemmert Ana M. Hemmert - Director, Technology Procurement
(signature of officer or representative) (printed name and title of officer or representative)

State of Texas, County of Collin

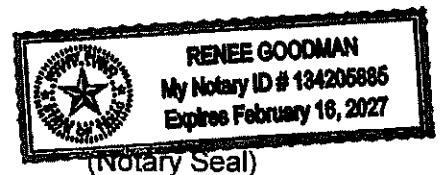
Sworn to and subscribed before me by means of physical presence or online notarization this, 10th day of December 2024, by Ana Hemmert.

Personally known OR produced identification .

Type of identification produced Drivers License.

[Signature]
NOTARY PUBLIC

My Commission Expires 2/16/27 State
of Texas at large



In-Building Augmentation Agreement



MATTER #040224AK

This In-building Augmentation Agreement ("Agreement" or "Contract") between Cellco Partnership, a Delaware General Partnership doing business as Verizon Wireless ("Verizon Wireless" or "Verizon"), and Palm Beach County ("Customer" or "County"), governs the installation, maintenance and operation by Verizon Wireless of an In-building coverage system for use with Verizon Wireless Service pursuant to the Agreement.

1. Definitions:

In-building Equipment: Radio distribution or regeneration equipment, including repeaters, amplifiers, base station equipment, antennas and associated network devices, all provided by Verizon Wireless and installed in the Premises (as defined below) for use with Wireless Service provided by Verizon Wireless. Except as provided below, references to Equipment throughout the Agreement shall include In-building Equipment.

2. Customer grants Verizon Wireless a License (the "License") during the Term of the Agreement, as it may be amended, to install, maintain and operate In-building Equipment in the premises owned or leased by Customer ("Premises"). The License may be terminated only as provided in this Agreement. For purposes of this Agreement, "Term" shall be defined as that period of time when the Customer continues to occupy the space which is the subject of this Agreement and continues to utilize Verizon Wireless services there in accordance with the terms of this Agreement or Amendments thereto.
3. Customer will provide Verizon Wireless access to or use of the Premises, as required by Verizon Wireless, for the installation and operation of In-building Equipment in accordance with local codes and the National Electrical Code. Such facilities and services may include but are not limited to exterior or rooftop antenna placement, use of ducts, conduit, cables and conductors and electrical power with suitable terminals and power surge protection devices and metallic grounds.
4. Upon reasonable advance notice from Verizon Wireless, Verizon Wireless may require access to the Premises during Customer's business hours to install, operate, test, upgrade, maintain, add, replace and/or repair In-building Equipment, to test radio frequency coverage or to investigate or remediate interference with Verizon Wireless' network or services. Notwithstanding the foregoing, Customer shall provide or arrange to provide prompt access to the Premises as requested by Verizon Wireless in emergency situations when in Verizon Wireless' opinion urgent action is required to protect against threats to the security, integrity or safety of, and/or to remedy interference with, Verizon Wireless' network or services. Customer may accompany Verizon Wireless during any access to the Premises, and any access shall be in accordance with safety and other rules applicable to the Premises. Customer acknowledges that delays in providing access to the Premises for emergency repairs, maintenance and/or interference mitigation may cause service interruptions.
5. Verizon Wireless will deliver, install, test, operate, upgrade and maintain the In-building Equipment, either directly or using such subcontractors as Verizon Wireless may select. If Customer is vacating all or part of the Premises, Customer shall give Verizon Wireless thirty (30) days' prior written notice. If Verizon Wireless, in its discretion, opts to remove the In-building Equipment from the Premises being vacated, Customer shall make all arrangements with its landlord or with other tenants, if necessary, to permit Verizon Wireless to remove the Equipment.
6. Customer represents and warrants to the best of its knowledge that it owns or leases the Premises or otherwise has the right to grant the License and has obtained all required consents or approvals from any landlord, mortgagee or other person or entity ("Party In Interest") having an interest therein. If Customer has knowledge of any equipment (such as equipment that may be sensitive to RF signals), wiring or other conditions on the Premises, it will so inform Verizon Wireless so that Verizon Wireless may determine whether such equipment may be adversely affected by, or may adversely affect, installation or operation of the In-building Equipment. At its sole discretion, Verizon Wireless may cease installation or operation of In-building Equipment until such time as Customer corrects any condition that would be a breach of the above representations and warranties.

7. In consideration of the License, Customer receives the benefit of enhanced coverage provided by the In-building Equipment in connection with Wireless Service provided under the Agreement. Unless otherwise agreed to in writing by Verizon Wireless, In-building Equipment remains Verizon Wireless' property and shall be operated and maintained solely by Verizon Wireless. Absent specific written agreement from Verizon Wireless, In-building equipment shall not become a fixture or a part of the real property where it is installed. Customer shall so inform any current or future party with an interest in the real property.
8. Verizon Wireless or its local affiliate is the exclusive FCC licensee of certain radio frequencies on which Verizon Wireless provides service. If Verizon Wireless determines that any customer equipment interferes with the In-building Equipment or with Verizon Wireless' network or services, then upon oral or written notice from Verizon Wireless, Customer shall disconnect or deactivate such equipment until such interference is remedied. If Verizon Wireless determines in its sole discretion that interference caused by such equipment cannot be otherwise remedied, Verizon Wireless shall have the right to remove its In-building Equipment.
9. Upon written notice from Customer to Verizon Wireless requesting that In-building Equipment be installed at other Customer locations, provided Verizon Wireless approves the request and determines that the requested solution may be governed by the terms and conditions of this Agreement, Verizon Wireless shall append supplemental attachments to this Agreement in the form of Attachment 1 that will serve to identify such other locations. Such supplemental attachments shall (i) render the other locations described thereon subject to the applicable terms and conditions of the Agreement, including the consideration set forth in the Agreement; (ii) be cumulative and not intended to replace any previous attachments unless specifically stated therein; and (iii) not require that the parties execute a new Agreement or re-execute this Agreement.
10. Premises:

Physical Location for the In-building Equipment on Customer's Premises	
Address	205 N Dixie Hwy
Floor/Room #, Rooftop (if applicable)	
City, State, Zip Code	West Palm Beach, FL 33401

11. This Agreement shall become effective when signed by both parties.

Palm Beach County		CELLCO Partnership d/b/a Verizon Wireless	
By:		By:	 Amy Lloyd (Nov 13, 2024 12:24 EST)
Name:		Name:	Amy Lloyd
Title:		Title:	Sr. Director – Contract Management
Date:		Date:	11/13/2024
This offer will expire if not accepted, executed and returned to Verizon Wireless by the Expiration Date noted below. Unauthorized changes will render this Agreement null and void. Please return the executed document via email attachment to VZWPartnershipProposals@vzw.com			
Issue Date: 04/02/24		Expiration Date: 01/15/25	

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


COUNTY ATTORNEY



EXHIBIT A INSURANCE REQUIREMENTS

Verizon shall maintain at its sole expense, in force and effect, at all times during the term of this Contract, the insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of a certificate of insurance evidencing the coverage maintained by Verizon, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations assumed by Verizon under the Contract. Upon receipt of notice from its insurer(s) Verizon agrees to provide the COUNTY thirty (30) days prior written notice of cancellation of any required insurance coverage that is not replaced. Where the policy allows, coverage and endorsements shall apply on a primary basis and non-contributory basis.

- A. **Commercial General Liability:** Verizon shall maintain Commercial General Liability insurance, per ISO Form or equivalent, with limits of \$1,000,000 per occurrence for property damage and bodily injury and \$1,000,000 general aggregate including Contractual Liability and Cross Liability.
Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees as Additional Insureds as their interest may appear with respect to this Agreement. A copy of the blanket additional insured endorsement shall be provided to COUNTY upon request.
- B. **Commercial Auto Liability:** Verizon shall maintain Commercial Auto Liability insurance at a limit of liability of \$1,000,000 combined single limit each accident for property damage and bodily injury covering all owned, non-owned and hired vehicles
- C. **Workers' Compensation Insurance & Employer's Liability:** Verizon shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes and Employer's Liability with limits of \$1,000,000 each accident/disease/policy limit.
- D. **Waiver of Subrogation:** Except, where prohibited by law. Verizon hereby waives any and all rights of Subrogation against the COUNTY, its officers, and employees for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Verizon shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Verizon enter into such an agreement on a pre-loss basis.
- E. **Certificate(s) of Insurance:** On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, within ten (10) days of the expiration of any of the required coverage throughout the term of this Contract, Verizon shall deliver to COUNTY, a signed Certificate(s) of Insurance evidencing the insurance coverage required by this Contract. The Certificate shall be issued to:
- Palm Beach County Board of County
Commissioners, And may be addressed: c/o
Department
Using the address as indicated in the "Notices" article or another address on agreement of the parties.
- F. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department, reserves the right to reject, review, and, or modify any required insurance, including limits, coverage, or endorsements, throughout the term of this Contract but only to the extent that it is required of similar operations of COUNTY with 60 days advanced written notice to Verizon.



EXHIBIT B ADDITIONAL TERMS AND CONDITIONS

1. Criminal History Records Check Ordinance

Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based on criminal history record checks on all persons not employed by Verizon who repair, deliver, or provide goods or services for, to, or on behalf of Verizon. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of Verizon, including repair persons and delivery persons, who are unescorted when entering facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identifying in Resolution R-2003-1274, as may be amended. Verizon is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, Verizon acknowledges that its pricing offered includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

2. Public Entity Crimes

In accordance with the Florida Public Entity Crime Statue 287.132.133, Verizon certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted customer list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Florida Statue 287.133 (3) (a).

3. Office of Inspector General

Palm Beach County Office of the Inspector General Audit Requirements. Pursuant to Palm Beach County Code, Section 2421-2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but not limited to, the power of audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone action on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

4. Non-Discrimination Policy

Verizon represents and warrants that it will comply with the County's Nondiscrimination Policy as described in Resolution 2017-1770, as amended.

5. Indemnification

Verizon shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of Verizon.

7. E-Verify

Verizon warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning the date this Agreement is executed uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Verizon's subcontractors performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning date Agreement is executed, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

8. Unauthorized Aliens.

Palm Beach County shall terminate this CONTRACT if it has a good faith belief that Verizon has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If Palm Beach County has a good faith belief that Verizon's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, Palm Beach County shall notify Verizon to terminate its contract or purchase order with the subcontractor and Verizon shall promptly terminate its contract or purchase order with the subcontractor.

9. SCRUTINIZED COMPANIES



A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, Verizon certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Verizon is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the Palm Beach County.

B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, Verizon certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If Palm Beach County determines, using credible information available to the public, that a false certification has been submitted by Verizon, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

10. **PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if Verizon: (i) provides a service; and (ii) acts on behalf of Palm Beach County as provided under Section 119.011(2) F.S., Verizon shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. Verizon is specifically required to:

A. Keep and maintain public records required by Palm Beach County to perform services as provided under this Contract.

B. Upon request from the Palm Beach County's Custodian of Public Records, provide Palm Beach County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Verizon further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if Verizon does not transfer the records to the public agency.

D. Upon completion of the Contract, Verizon shall transfer, at no cost to Palm Beach County, all public records in possession of Verizon unless notified by Palm Beach County's representative/liaison, on behalf of the Palm Beach County's Custodian of Public Records, to keep and maintain public records required by the Palm Beach County to perform the service. If Verizon transfers all public records to the Palm Beach County upon completion of the Contract, Verizon shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If Verizon keeps and maintains public records upon completion of the Contract, Verizon shall meet all applicable requirements for retaining public records. All records stored electronically by Verizon must be provided to Palm Beach County, upon request of the Palm Beach County's Custodian of Public Records, in a format that is compatible with the information technology systems of Palm Beach County, at no cost to Palm Beach County.

Failure of Verizon to comply with the requirements of this article shall be a material breach of this Contract. Palm Beach County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Verizon acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF VERIZON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VERIZON'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.



EXHIBIT A

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Cellco Partnership d/b/a Verizon Wireless (Quoter) and attest that Quoter does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Amy Lloyd, Sr. Director - Contract Management

(signature of officer or representative)

(printed name and title of officer or representative)

State of Maryland, County of Howard

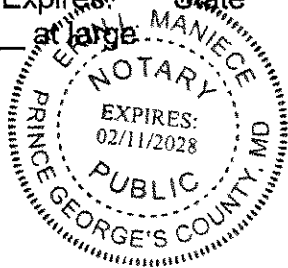
Sworn to and subscribed before me by means of physical presence or online notarization this, 22 day of October, by Amy Lloyd.

Personally known OR produced identification .

Type of identification produced ID - Driver's License.

NOTARY PUBLIC

My Commission Expires at large State of Maryland



(Notary Seal)