

**LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND  
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP FOR THE  
INSTALLATION, OPERATION, AND MAINTENANCE OF WIRELESS  
PERSONAL COMMUNICATIONS SERVICES FACILITIES  
AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

This License Agreement ("License Agreement" or "Agreement") is made between Broward County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "County"), and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless (hereinafter referred to as "Licensee") (collectively, the "Parties").

**RECITALS:**

A. County is the owner and operator of Fort Lauderdale-Hollywood International Airport located in Broward County, Florida ("Airport").

B. County and Licensee desire to enter into a license agreement for the installation, operation, and maintenance of a distributed antenna system ("DAS"), together with ancillary equipment used by Licensee in connection with the DAS, as further described herein, in order to enhance wireless services for the public at the Airport.

C. County has agreed to permit Licensee to use a portion of the Airport, as further described herein, for the installation, operation, and maintenance of the DAS and equipment, as further described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.

2. **DESCRIPTION OF PREMISES:**

- (a) County hereby grants to Licensee the license, privilege, and right to occupy those certain portions of the Airport described in **Exhibit A-1**, attached hereto and made a part hereof (the "Premises"), for the installation, operation, and maintenance of the DAS, together with ancillary equipment used by Licensee in connection with the DAS, including without limitation, the wires, fiber, cables, conduits, and appurtenant equipment described in **Exhibit A** (collectively, the "Facilities"), attached hereto and made a part hereof, pursuant to the terms and conditions hereinafter set forth. Such installation, maintenance, and operation of the Facilities shall be in accordance and consistent with the Broward County Aviation Department's Communications and Wiring Policy and the terms of this Agreement. **Exhibit A-2**, attached hereto and made a part hereof, describes the location where the Facilities are intended to be installed (the "Proposed Locations"), which includes all terminals and garages currently

at the Airport: Terminal 1, Terminal 2, Terminal 3, Terminal 4, the Hibiscus Garage, the Cypress Garage, and the Palm Garage (collectively, the "Current Terminals and Garages"). Upon approval of the Plans by the Director of Business as described in Section 2(b), **Exhibit A-1** shall be amended in accordance with the procedures stated in Section 2(e) to revise the Premises to reflect the installation locations approved by the Director of Business. Licensee has no right to occupy or use the Proposed Locations unless added to **Exhibit A-1** as provided herein.

- (b) Licensee may install, add, alter, or otherwise modify its Facilities within the Premises as follows:
- i. Prior to Licensee's commencement of construction/installation of the Facilities, and any addition, alteration, of modification thereto, Licensee shall submit plans and specifications therefor to the Director of the Business Division of the Broward County Aviation Department ("Director of Business") for approval (the "Plans"), in accordance with an approval process reasonably prescribed by County and provided in writing to Licensee.
  - ii. The Director of Business shall approve or disapprove the Plans within ninety (90) calendar days of his or her receipt of the Plans. If the Director of Business disapproves the Plans, the Director of Business shall provide an explanation for the reasons for such disapproval, and the Parties agree to work cooperatively to resolve the Director of Business's objections to the Plans. The Director of Business's failure to timely object to the Plans within ninety (90) calendar days after receipt shall be deemed an approval of the Plans. The Director of Business's approval of any Plans submitted by Licensee shall not constitute the assumption of any liability by County for the compliance or conformity of the Plans with applicable building codes, zoning regulations, and municipal, county, state, and federal laws, ordinances, and regulations, or for their accuracy or suitability for Licensee's intended purpose, and Licensee shall be solely responsible for the Plans. No such work may commence until a written approval is received from the Director of Business pursuant to this paragraph.
  - iii. This Section 2(b) shall not apply to, and County's prior consent shall not be required for, the installation of replacement facilities if the replacement facilities are substantially the same in operation (as to power levels, lockable packs, and filters) and appearance as the Facilities being replaced. However, Licensee shall notify the Director of Business in writing of the Facilities to be removed and the Facilities to be installed at least ten (10) calendar days prior to carrying out the exchange.

- (c) County hereby grants to Licensee the non-exclusive right of ingress and egress to and from the Premises, seven (7) days a week, twenty-four (24) hours per day, for the purpose of installation, operation, and maintenance of the Facilities. Notwithstanding the right of access provided herein, Licensee shall notify the Director of the Maintenance Division of the Aviation Department or his or her designee in writing at least twenty-four (24) hours prior to performing any such work within the Premises.
- (d) The granting of this License Agreement shall in no way prohibit or restrict County from installing, or granting to other persons, firms, or corporations the right to install, similar facilities within the same Premises covered by this License Agreement.
- (e) In the event County and Licensee agree to modify the Premises or Facilities, the Director of Aviation is authorized to execute an amendment to this License Agreement depicting such modification, which amendment shall be in accordance with the provisions herein.

In the event County, in its sole discretion, approves the installation of additional facilities in terminals or garages other than the Current Terminals and Garages, **Exhibit A-1** shall be amended as set forth herein and the then-current Minimum Annual Guarantee (as set forth in Section 4 herein) shall be increased by twenty percent (20%) for each additional terminal and ten percent (10%) for each additional garage. Notwithstanding the foregoing, County hereby acknowledges that additional Facilities do not include replacement of existing Facilities. If there is a replacement of existing Facilities, there shall be no change in the Minimum Annual Guarantee other than as calculated in Section 4 herein.

In the event any of the terminals or garages within the Premises set forth on **Exhibit A-1** (as amended per Section 2(e) or as otherwise provided by this Agreement), are not available for use by Licensee and replacement areas are not available for the relocation of the Facilities, the Minimum Annual Guarantee for the use of the Premises shall be adjusted by amendment of this License Agreement signed by the Parties as follows: the then-applicable Minimum Annual Guarantee shall be reduced twenty percent (20%) for each terminal and ten percent (10%) for each garage that is not available for use by Licensee.

3. TERM:

- (a) This License Agreement shall become effective on day that this Agreement is fully executed ("Effective Date"), and shall continue for a period of two (2) years thereafter unless sooner terminated as provided herein.
- (b) This License Agreement may be terminated by either party for cause upon thirty (30) calendar days' prior notice in writing in accordance with Sections 14 and 17 herein.

- (c) In the event that Licensee does not obtain all permits or other approvals required for Licensee to install, maintain, and operate its Facilities in the Premises, or in the event Licensee determines that the Premises are no longer technically compatible for its intended use, Licensee may terminate this License Agreement at any time by written notice to County in accordance with Section 14.

4. PRIVILEGE FEES/SECURITY DEPOSIT:

- (a) For the privilege of operating at the Airport, Licensee agrees to pay to County each Contract Year a "Privilege Fee," which shall be the greater of the following amounts: (1) the Deplaned Passenger Fee, as hereinafter defined, or (2) the Minimum Annual Guarantee ("MAG"), as hereinafter defined. "Contract Year" shall mean the period beginning on the Effective Date as defined in Section 3(a) above and ending twelve months thereafter ("Contract Year One"), and each twelve-month period thereafter until the expiration or earlier termination of this License Agreement.

(1) The MAG for each Contract Year shall be due and payable in equal monthly installments with the first monthly installment becoming due and payable on the Effective Date and each subsequent installment becoming due and payable on each monthly anniversary of the Effective Date.

(2) The MAG for Contract Year One shall be in the amount of Eighty Thousand Seven Hundred Sixty and 89/100 Dollars (\$80,760.89), and the MAG for Contract Year Two shall be in the amount of Eighty-Three Thousand One Hundred Eighty-Three and 72/100 Dollars (\$83,183.72).

The MAG shall be due and paid in the amounts stated above notwithstanding the date that Licensee installs the Facilities and notwithstanding whether Licensee installs Facilities in fewer than all Current Terminals and Garages.

(3) The Deplaned Passenger Fee for each Contract Year is determined by multiplying the actual number of Deplaned Passengers at the Airport Terminals during the Contract Year by the "Rate Per Deplaned Passenger" for such Contract Year. The Rate Per Deplaned Passenger for each Contract Year shall be in the amount of \$0.0065.

(4) Within sixty (60) calendar days following the end of each Contract Year, the Aviation Department shall prepare and submit to Licensee a statement showing the actual number of Deplaned Passengers at the Airport Terminals for such Contract Year and the actual Deplaned Passenger Fee for such year. Any shortfall in the amount paid by Licensee for the previous twelve (12) month period (via its monthly MAG payments) versus the actual Privilege Fee due for such period based upon the Deplaned Passenger Fee shall be payable by Licensee within ten (10) business days following receipt of the statement.



- (b) As security for the payment of all monies payable hereunder and for the performance of all obligations hereunder, Licensee shall post a security deposit with County equal to one fourth (1/4) of the annual MAG, including any applicable sales taxes payable hereunder (the "Security Deposit"). The Security Deposit shall be submitted to County simultaneously with submission to County of this License Agreement as executed by Licensee. The Security Deposit shall be either in the form of cash, an Irrevocable Letter of Credit ("Letter of Credit"), in form and substance satisfactory to County, or a Payment and Performance Bond ("Bond"), in form and substance satisfactory to County. The Aviation Department, upon fourteen (14) calendar days' prior written notice to Licensee, may require an increase in the amount of the Security Deposit to reflect any increases in the fees and other amounts payable hereunder. In addition, the Aviation Department, upon fourteen (14) calendar days' prior written notice to Licensee, may require an increase in the amount of the Security Deposit equal to up to one third (1/3) of the annual MAG, including any applicable sales taxes, if upon a review of Licensee's payment or performance history at the Airport, the Aviation Department determines an increase should be required. In the event of any failure by Licensee to pay within thirty (30) calendar days of the due date of any amounts payable hereunder, or upon any other default hereunder, in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw down the full amount of the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Licensee shall immediately replace the Security Deposit with cash, a new Letter of Credit, or Bond, as applicable, in the full amount of the Security Deposit required hereunder. If a Letter of Credit is posted, then the term and all renewal terms of the Letter of Credit shall be for a period of not less than one year, and the Letter of Credit shall be kept in full force and effect throughout the term of this License Agreement and for a period of six (6) months following the termination date of this License Agreement. If a Bond is posted, then the Bond shall be kept in full force and effect throughout the term of this License Agreement and for a period of six (6) months following the termination date of this License Agreement. If Licensee posts a cash deposit, then such cash deposit shall be retained by County throughout the term of this License Agreement and for a period of six (6) months following the termination date of this License Agreement. Not less than one hundred twenty (120) calendar days prior to any expiration date of a Letter of Credit or Bond, as applicable, Licensee shall submit evidence in form satisfactory to the Aviation Department that said security instrument has been renewed. A failure to renew the Letter of Credit or Bond, as applicable, or to increase the amount of same if required by County, shall (i) entitle County to draw down the full amount of such Security Deposit, and (ii) be a default of this License Agreement, entitling County to all available remedies.

Each Letter of Credit provided hereunder shall be provided by a financial institution of recognized standing authorized to do business in the State of

Florida. Throughout the term of the Letter of Credit, the financial institution that has issued the Letter of Credit must maintain a relationship with a financial institution having an office in Broward, Miami-Dade, or Palm Beach County, Florida, at which the Letter of Credit may be presented for drawing down, and the financial institution that has issued the Letter of Credit must have been in business with a record of successful continuous operation for at least five (5) years. Each Letter of Credit shall be in form and substance satisfactory to County.

Each Bond provided hereunder shall be executed by a surety company of recognized standing authorized to do business in the State of Florida and having a resident agent in Broward County and having been in business with a record of successful continuous operation for at least five (5) years. Furthermore, such surety company must have at least an "A" rating in the latest revision of Best's Insurance Report. Each Bond shall be in form and substance satisfactory to County.

- (c) Any sums due hereunder not paid by Licensee within thirty (30) calendar days of the due date shall thereafter bear interest at the rate of eighteen percent (18%) per annum, and Licensee's failure to make payment of any sums due within thirty (30) calendar days of the due date shall be deemed a default. Failure to cure such default within thirty (30) calendar days of the date of written notice by County of such default shall be grounds for termination of this License Agreement by County pursuant to Section 17.
  - (d) Place of Payments. All payments required to be made by the Licensee under this License Agreement shall be made payable to "Broward County," and shall be paid to the Finance Division, Broward County Aviation Department, 2200 SW 45<sup>th</sup> Street, Suite 101, Dania Beach, FL 33312, or to such other office or address as may be substituted for this address.
5. USE OF THE PREMISES: The Premises shall be used only for the installation, maintenance, and operation of the Facilities so that Licensee may provide communication services to County or other customers of Licensee served by the Facilities installed within the Premises. The Premises shall not be used for any other purpose whatsoever without County's approval in a written amendment to this License Agreement.
- (a) The Facilities installed hereunder shall be installed, operated, and maintained (which term "installed, operated, and maintained" shall and does include, for the purposes of this License Agreement, the right to install, maintain, operate, inspect, repair, replace, or remove the Facilities within the limits of this License Agreement) at the sole cost and expense of Licensee and at no cost or expense whatsoever to County.
  - (b) The Facilities shall be installed, operated, and maintained by Licensee in accordance with all applicable federal, state, county, and local laws, and

established practices with respect to the installation, operation, or maintenance of communication facilities.

- (c) The Facilities shall not cause interference with the equipment of County or other lessees, permittees, or licensees of the Airport existing as of the Effective Date of this License Agreement (hereinafter, collectively referred to as the "Airport Users"). In the event that Licensee's Facilities cause interference, and immediately upon written notice by County to Licensee, Licensee shall take all steps necessary to correct and eliminate such interference, which may include powering down the Facilities causing the interference (with intermittent testing) until such time as the interference caused by such Facilities is resolved. The Facilities shall not be connected or otherwise networked with the County administrative network or the Broward County Aviation Department computer network in any way.
- (d) In order to ensure that Licensee's operations do not interfere with either County's operations or the operations of the Airport Users, on each anniversary of the Effective Date of this License Agreement, Licensee shall provide to County, at Licensee's sole cost and expense, a certified audit of Licensee's frequencies, certifying that said frequencies do not interfere with either County's operations or the operations of the Airport Users. In the event Licensee is not in compliance with previously approved frequencies, any cost to rectify such interference shall be borne solely by Licensee and such cure shall be accomplished within forty-eight (48) hours after written notice to Licensee from County of Licensee's non-compliance. After the Effective Date of this License Agreement, County agrees that license agreements for the installation, operation, and maintenance of wireless personal communications services facilities at the Airport shall include a provision substantially similar to this Section 5(d).
- (e) Licensee shall not create any obstruction or conditions that are or may become dangerous to the public.
- (f) Upon the expiration or earlier termination of this License Agreement, Licensee shall have thirty (30) calendar days to remove the Facilities and restore the Premises to its original condition, reasonable wear and tear excepted. If such time for removal causes Licensee to remain on the Premises after termination of this License Agreement, Licensee shall continue to pay the Privilege Fee at the then existing monthly rate until such time as the removal of the Facilities are completed. The Aviation Department shall have the option to request that the cables, cable trays, and conduit not be removed by Licensee. In such event, the Aviation Department shall notify Licensee, in writing, no less than thirty (30) calendar days prior to the expiration or earlier termination of this License Agreement of such request.

- (g) In the event other provider(s) of communications services desire to co-locate or use Licensee's Facilities (in order that such provider(s) may provide communication services to County or other customers), Licensee is prohibited from allowing such provider(s) to use its Facilities unless and until such provider(s) has entered into a written license agreement with County under similar terms, conditions, and consideration as this License Agreement.

6. AIRPORT PROTECTION:

- (a) It shall be a condition of this License Agreement that County reserve unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport.
- (b) Licensee expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.
- (c) Licensee expressly agrees for itself, its successors, and assigns, to prevent Licensee's use of the Premises that would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

7. DAMAGE TO THE PREMISES: Licensee shall not, by its use or occupancy, cause damage to the Premises. Licensee further agrees that:

- (a) All equipment, fixtures, and personal property placed upon the Premises shall remain the property of Licensee and shall be placed on the Premises at the risk of Licensee. Upon thirty (30) calendar days prior written notice to County, Licensee shall have the right to remove the same. If any personalty, including furnishings, fixtures, or equipment, are removed by Licensee, Licensee shall restore any damage to the Premises, reasonable wear and tear excepted. Licensee shall give County prompt written notice of any occurrence, incident, or accident occurring on the Premises relating to Licensee's activities or operations or affecting Licensee's personal property.
- (b) During any installation, maintenance, or repair of the Facilities, Licensee will ensure that Licensee's installation, maintenance, or repair will not interfere with passenger traffic, and that Airport operations will not be interrupted by such activities.

- (c) Licensee shall repair any damage or injury to the roads, highways, or appurtenances, or to any buildings or structures, by reason of Licensee's installation, operation, maintenance, or repair of the Facilities, and shall repair said roads, highways, or appurtenances thereto, and all buildings and structures, promptly, restoring the same to the condition at least equal to that existing immediately prior to the inflicting of such damage or injury, at no cost whatsoever to County. The obligation of Licensee in this respect shall not only survive the original installation of the Facilities, but shall be applicable to further replacements required because of any modification or relocation of the Facilities.
  - (d) All debris caused by Licensee shall be removed and disposed of by Licensee at its own cost and expense and at no cost or expense whatsoever to County.
8. COUNTY REQUEST TO REMOVE AND RELOCATE FACILITIES: County shall have the right, at any time during the term of this License Agreement, to request Licensee to remove and relocate the Facilities to a new premises, and Licensee shall take such steps as are necessary in order to remove and relocate the Facilities to such new premises. If relocation and removal of the Facilities is necessary, as determined by County, the cost thereof shall be borne by Licensee. A notice in writing of its intention requesting that Licensee remove and relocate the Facilities to a new premises shall be given by County to Licensee at least ninety (90) calendar days before such removal and relocation is required. Such removal and relocation shall be accomplished by Licensee within ninety (90) calendar days after the date of such notice.
- (a) Licensee shall peaceably surrender and deliver the Premises to County immediately upon the expiration of the ninety (90) calendar day notice period requesting the relocation and removal of the Facilities to a new premises.
  - (b) In the event that County requests that Licensee relocate the Facilities to a new premises, Licensee shall completely remove said Facilities and related equipment and restore the Premises to its condition prior to the installation of such Facilities, normal wear and tear excepted. Licensee further agrees to return the Premises to a safe condition following removal and relocation of the Facilities.

Notwithstanding the foregoing, should Licensee be required to relocate its Facilities as set forth in this Section 8, County agrees to provide suitable replacement premises if same are available, and Privilege Fees for such Facilities shall be adjusted consistent with Section 2(e) above.

In the event of any such relocation, the Director of Aviation is authorized to execute an amendment to this License Agreement depicting such modification, which amendment shall be in accordance with the provisions herein.

9. **INSURANCE:** Licensee shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this License Agreement (unless otherwise provided), the insurance coverages set forth in the attached **Exhibit C**, in accordance with the terms and conditions required by this Section.
- (a) Such policy or policies shall be issued by companies authorized to do business in the State of Florida, having agents upon whom service of process may be made in Broward County, Florida and having a minimum AM Best financial rating of A-. Coverage shall be afforded on a form no more restrictive than the latest edition of the respective Insurance Services Office policy. Licensee shall specifically protect County by naming Broward County as an additional insured/loss payees under the primary and non-contributory coverages, including, but not limited to, General Liability Policy, Business Automobile Liability, Excess Liability, Environmental, and any Property Insurance policies. The official title of the certificate holder is Broward County, which shall be used in all insurance documentation.
  - (b) All policies of insurance required herein shall be endorsed to provide County with thirty (30) calendar day's prior written notice of cancellation and/or non-renewal and/or restriction, and shall be evidenced by a Certificate of Insurance. County reserves the right to obtain a copy of any policy required by this Section within fourteen (14) calendar days of a written request to Licensee, either by a personal inspection of the policy at the Airport or by receiving a copy of the policy. Any insurance coverage that is written on a "claims made" basis must remain in force for two (2) years after the expiration or earlier termination of this Agreement. Commercial General Liability Insurance shall be written on an "occurrence" basis only.
  - (c) Review by County. The aforesaid insurance coverage shall be reviewed from time to time by the County's Risk Management Division and may be adjusted if the Risk Management Division determines that such adjustments are necessary to protect County's interest. When such policies or certificates have been delivered by Licensee to County as aforesaid and at any time or times thereafter, County may notify Licensee in writing that the insurance represented thereby does not conform to the provisions of this Section due to the amount of coverage the insurance company, or for any other reason, and Licensee shall have five (5) calendar days in which to cure any such defect. Compliance with the requirements of this Section as to the carrying of insurance shall not relieve Licensee of its liability under any other provision of this Agreement.
  - (d) Subrogation. Notwithstanding anything to the contrary herein, Licensee waives any right of recovery against County for any loss or damage to the extent the same is required to be covered by Licensee's insurance hereunder. Licensee shall obtain from its insurers, if possible, a waiver of any subrogation the insurer may have against County in connection with any loss or damage covered by Licensee's insurance.

- (e) Certificate Holder Address. The certificate holder address shall read "Broward County, c/o Aviation Department, 2200 SW 45 Street, Suite 101, Dania Beach, FL 33312" or such other address as may from time to time be required by County.
  - (f) Subcontractor Coverage. Any subcontractor performing work for Licensee shall have Broward County listed as a certificate holder for all coverages and as an additional insured for its General Liability, Excess Liability coverages, and Pollution. Licensee shall require their subcontractors to provide all appropriate and necessary insurance coverages in their respective agreements.
10. INDEMNIFICATION: Licensee shall at all times hereafter indemnify, hold harmless, and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Licensee, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Licensee shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Aviation Department and the Broward County Attorney, any sums due Licensee under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.
11. OBSERVANCE OF LAWS AND AIRPORT SECURITY:
- (a) Licensee shall at all times observe and comply with all applicable federal and state laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect any of the terms of this License Agreement.
  - (b) Airport Security Program and Aviation Regulations. Licensee agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Licensee, including, without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration, and Licensee agrees to comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any

amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by County, and to take such steps as may be necessary or directed by County to ensure that sublessees, employees, invitees, and guests observe these requirements. If required by the Aviation Department, Licensee shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Licensee, its sublessees, employees, invitees, or guests, County incurs any fines and/or penalties imposed by any governmental agency, including, without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including, without limitation, airport security regulations, or the rules or regulations of County, and/or any expense in enforcing County's Airport Security Program, then Licensee agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees, and all costs incurred by County in enforcing this provision. Licensee further agrees to rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. In the event Licensee fails to remedy any such deficiency, County may do so at the sole cost and expense of Licensee. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

- (1) Access to Security Identification Display Areas and Identification Media. Licensee shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Licensee shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Licensee's personnel transferred from the Airport, or terminated from the employ of Licensee, or upon termination of this License Agreement. Before an Airport Issued Identification Media is issued to an employee, Licensee shall comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. Licensee shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require Licensee to conduct background investigations and to furnish certain data on such



employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

- (2) Operation of Vehicles on the AOA. Before Licensee shall permit any employee of Licensee or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), Licensee shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Licensee or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- (3) Consent to Search/Inspection. Licensee agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Licensee further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Licensee acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts, and other unlawful activities at the Airport. For this reason, Licensee agrees that persons not executing such consent-to-search/inspection form shall not be employed by Licensee or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the Licensee or by any subconsultant/subcontractors.
- (4) Licensee understands and agrees that if any of its employees, or the employees of any of its subcontractors, are required in the course of the work to be performed under this License Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.
- (5) The provisions hereof shall survive the expiration or any other termination of this Agreement.

12. MATERIALITY AND WAIVER OF BREACH: County and Licensee agree that each requirement, duty, and obligation set forth herein is substantial and

important to the formation of this License Agreement and, therefore, is a material term hereof. County's or Licensee's failure to enforce any provision of this License Agreement shall not be deemed a waiver of such provision or modification of this License Agreement. A waiver of any breach of a provision of this License Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License Agreement.

13. SUBORDINATION OF AGREEMENT: This License Agreement, and all provisions hereof, is subject and subordinate to the terms and conditions of the instruments and documents under which County acquired the Airport from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This License Agreement and all provisions hereof is subject and subordinate to any ordinances, rules, or regulations which have been, or may hereafter be adopted by County pertaining to the Airport. This License Agreement, and all provisions hereof, is subject and subordinate to the provisions of any agreement heretofore or hereafter made between County and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to County for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport, including, without limitation, the expenditure of federal funds for the development of the Airport under the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. In addition, this License Agreement is subordinate and subject to the provisions of all resolutions heretofore and hereafter adopted by County in connection with any revenue bonds issued by County with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, without limitation, any pledge, transfer, hypothecation, or assignment made at any time by County to secure any such bonds. Notwithstanding the foregoing, County hereby covenants and warrants that (i) it has full right, power, and authority to execute this License Agreement and has the power to grant the rights it has granted hereunder, and (ii) its execution and performance of this License Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on County.
14. NOTICE: Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery, including delivery by courier service or overnight delivery service, provided that there is a written record of the date of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Section. For the present, the Parties designate the following:

COUNTY:

County Administrator of Broward County  
Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

with copy to:

Director of Aviation  
Broward County Aviation  
Department 2200 SW 45<sup>th</sup> Street,  
Suite 101 Dania Beach, FL 33312

LICENSEE:

Verizon Wireless Personal Communications LP d/b/a Verizon Wireless  
Attn: Network Real Estate  
180 Washington Valley Road  
Bedminster, NJ 07921

15. ENVIRONMENTAL COMPLIANCE; CONTAINMENT AND REMOVAL:

- (a) Licensee shall provide the Aviation Department, if requested at any time, with a list of all pollutants, hydrocarbon contaminants, hazardous materials, or other contaminants or regulated materials (collectively, "Materials") stored, used, generated, or disposed of on the Premises by Licensee.
- (b) To the extent applicable to Licensee's use of the Premises, Licensee agrees to comply with all existing and future federal, state, local, and county environmental laws, ordinances, and regulations, and the requirements of any Development Order covering the Airport issued to the County pursuant to Chapter 380, Florida Statutes (collectively, all of said laws, ordinances, regulations, and requirements are referred to as "Laws"), including, without limitation, those addressing the following:
  - (1) Proper use, storage, treatment, and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;
  - (2) Proper use, disposal, and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms;
  - (3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary

facilities to meet all county, local, state, and federal standards, including the installation and operation of adequate monitoring devices and leak detection systems;

- (4) Adequate facilities for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials, and the proper disposal thereof; and
- (5) Compliance with reporting requirements of Title III of the Superfund Amendment and Chapter 27 of the Broward County Code, as applicable, and as such laws may be amended from time to time.

Notwithstanding anything to the contrary in this License Agreement, Licensee shall only be required to comply with Laws which are particularly related to Licensee's specific use of the Premises as contemplated herein.

It is the intent of this License Agreement that notwithstanding anything in the License Agreement to the contrary, Licensee shall have no liability or obligation with respect to any Materials, stormwater runoff, tanks, storage systems, facilities, devices, wastewater, or any other thing or condition located in, on, or under the Airport that was not introduced, caused, or created by Licensee or its agents, employees, or contractors.

- (c) The release of any Materials on the Premises that is in an amount that is in violation of any federal, state, county, or local law, rule, or regulation, or in violation of an order or directive of any federal, state, or local court or governmental authority, by Licensee or any of its officers, employees, contractors, subcontractors, invitees, or agents, whether committed prior to or subsequent to the date of execution of this License Agreement, shall be, at Licensee's expense, and upon demand of County or any of its agencies or any local, state, or federal regulatory agency, contained or removed to meet the requirements of applicable environmental laws, rules, and regulations. If Licensee does not take action immediately to have such Materials contained, removed, and abated, County or any of its agencies may upon reasonable notice to Licensee (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials; however, any such action by County or any of its agencies shall not relieve Licensee of its obligations under this or any other provision of this License Agreement or as imposed by law. No action taken by either Licensee or County to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release. As used in this License Agreement, Licensee's operations and Licensee's actions and words of similar import shall include all actions and inaction by Licensee or by any of its officers, employees, contractors, subcontractors, invitees, or agents.

- (d) Licensee shall provide the Aviation Department with notice of releases of Materials occurring on account of Licensee's operations at the Airport in accordance with the requirements of the Aviation Department's policies and procedures manual. Licensee shall maintain a log of all such notices to the Aviation Department and shall also maintain all records required by federal, state, county, and local laws, rules, and regulations, and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules, and regulations.
- (e) As required by law, Licensee shall provide the federal, state, county, and local regulatory agencies with notice of spills, releases, leaks, or discharges (collectively, "release") of Materials caused by Licensee on the Premises which exceeds an amount required to be reported to any local, county, state, or federal regulatory agency under applicable environmental laws, rules, and regulations, which notice shall be in accordance with applicable environmental laws, rules, and regulations. Licensee shall further provide the Aviation Department and the County Department of Planning and Environmental Protection (or successor agency) with written notice of same within one (1) business day of the above notification, as well as notice of all curative measures, remediation efforts, and/or monitoring activities to be effected. Licensee shall have an updated contingency plan in effect relating to such releases which provide minimum standards and procedures for storage of regulated Materials and other Materials, prevention and containment of spills and releases, and transfer and disposal of regulated Materials and other Materials. The contingency plan shall describe design features, response actions, and procedures to be followed in case of releases or other accidents involving hazardous Materials, bio-hazardous Materials, or petroleum products or other Materials. Licensee agrees to permit entry of any premises it occupies at the Airport at all reasonable times of inspectors of the County Department of Planning and Environmental Protection or (successor agency) and of other regulatory authorities with jurisdiction.
- (f) The Aviation Department, upon reasonable written notice to Licensee, shall have the right to inspect all documents provided by Licensee or filed by Licensee with any public agency relating to the environmental condition of the Premises, including without limitation, the release of any Materials or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules, and regulations, or any development order issued to County pertaining to the Airport pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Licensee agrees to allow inspection of the Premises used by Licensee by appropriate federal, state, county, and local agency personnel in accordance with applicable environmental laws, rules, and regulations, and as required by

any development order issued to County pertaining to the Airport pursuant to Chapter 380, Florida Statutes.

- (g) If County arranges for the removal of any Materials at the Airport that were released by Licensee, or any of the officers, employees, contractors, subcontractors, or agents of Licensee, all costs of such removal incurred by County shall be paid by Licensee to County within thirty (30) calendar days of County's written demand, with interest at the rate of eighteen percent (18%) per annum thereafter accruing.
  - (h) Licensee shall not be liable for the release of any Materials caused by anyone other than Licensee, or any of its officers, employees, contractors, subcontractors, or agents. The Aviation Department and its employees, contractors, and agents, upon reasonable written notice to Licensee, and the federal, state, local and other county agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules, and regulations, shall have the right to enter any Premises used by Licensee at the Airport for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections, and audits as it deems appropriate.
  - (i) The provisions of this Section shall survive the expiration or other termination of this License Agreement.
16. **ASSIGNMENT:** The provisions and terms hereof shall extend to and be binding upon the successors in office of County, and to such political subdivisions or corporate bodies as may by law succeed to the rights, powers, and duties of County, or become in any manner vested with the administration of the affairs of Broward County, Florida, and shall extend to and be binding upon the successors and assigns of Licensee; provided, however, that no such assignment shall release any of Licensee's obligations hereunder nor shall any assignment of this License Agreement be effective as to County unless previously approved in writing by County, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, or anything contained in this License Agreement to the contrary, Licensee may, without obtaining prior written approval of County, assign, sell or otherwise transfer all or any part of its interest in this License Agreement to any affiliate or to any successor-in-interest or any person or entity who merges with or acquires Licensee or a substantial portion of its assets in the market defined by the FCC in which the Premises are located. As used herein, an "affiliate" means any of the following: (i) any parent or subsidiary of Licensee; (ii) any company that directly or indirectly owns any partnership interest of Licensee; (iii) any parent or subsidiary of such company; or (iv) any parent or subsidiary of such parent or subsidiary. Within thirty (30) calendar days of any of the above, Licensee shall provide written notice to County of such assignment, sale, or transfer.

County hereby reserves the right to assign any or all of the duties and obligations under this License Agreement to a third party ("Third Party") for the management of wireless facilities on the Premises, whether licensed or unlicensed frequencies. In the event of such an assignment, and upon the expiration or earlier termination of this License Agreement, if Licensee desires to continue to provide services as outlined in this License Agreement, Licensee may be required to negotiate any subsequent agreement with said Third Party.

17. TERMINATION FOR DEFAULT: Failure on the part of Licensee to comply in any substantial respect with any of the provisions of this License Agreement within thirty (30) calendar days after the date of written notice of default by County to Licensee shall be grounds for termination of this License Agreement, which termination date shall be thirty (30) calendar days after the notice of default by County unless otherwise stated in the notice of default. If additional time beyond the thirty (30) calendar days is reasonably required to cure the default and Licensee commences the cure within the thirty (30) calendar day period and continuously and diligently pursues the cure to completion, an additional time period as reasonably approved by County shall be provided in which to cure the default.
18. HOLDOVER: It is agreed and understood that any holding over of Licensee after the termination of this License Agreement shall not renew and extend same, but shall operate and be construed as a license from month to month. Without any further notice other than the notice established by this provision, Licensee shall be required to pay to County during any holdover period, monthly Privilege Fees which shall be equal to double the amount of the monthly payment of Privilege Fee payable for the month immediately preceding the termination date of this License Agreement. In addition, Licensee shall be required to pay to County any other charges required to be paid hereunder during any such holdover period. Licensee shall be liable to County for all loss or damage on account of any such holding over against the County's will after the termination of this License Agreement, whether such loss or damage may be contemplated at the execution of this License Agreement or not. It is expressly agreed that acceptance of the foregoing payments by County in the event that Licensee fails or refuses to surrender possession shall not operate or give Licensee any right to remain in possession nor shall it constitute a waiver by County of its right to immediate possession of the Premises.
19. AMENDMENT: No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto.
20. ENTIRE AGREEMENT: This License Agreement embodies the entire agreement between the Parties. Said License Agreement may not be modified or terminated except as provided herein.
21. CIVIL RIGHTS – GENERAL: Licensee agrees to comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person

shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

22. CIVIL RIGHTS - TITLE VII ASSURANCES: Licensee agrees to abide by and comply with the non-discrimination requirements set forth on **Exhibit B**, attached hereto and made a part hereof, to the extent same are applicable by law, rule, or regulation, or federal grant requirements.
23. NONDISCRIMINATION: No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

Licensee shall include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by Licensee to carry out any of the requirements of this Section shall constitute a material breach of this Agreement, which shall permit the County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

24. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE): This Agreement incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Licensee has full responsibility to monitor compliance to the referenced statute or regulation. Licensee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
25. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970: This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Licensee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Licensee retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Licensee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
26. REGULATORY APPROVALS: Licensee acknowledges that County, from time to time, will be seeking regulatory approvals (collectively Regulatory Approvals) in connection with Airport projects, which may include the following: (i) amendment of



development agreements and orders; (ii) agreements with the State of Florida and other agencies; (iii) land use and zoning amendments; (iv) preparation of environmental assessments and environmental impact statements; (v) such permitting as may be required by federal, state, county, or local regulations; and (vi) any other Regulatory Approvals as may be required by any governmental authority having jurisdiction over the issuance of permits for the approval and implementation of Airport projects. Licensee agrees to cooperate with County in connection with County's efforts to obtain the Regulatory Approvals. From and after the date of execution of this License Agreement, Licensee covenants and agrees to support County's efforts to obtain the Regulatory Approvals and to execute any documents or instruments reasonably requested by County in order to assist County in obtaining the Regulatory Approvals, provided that Licensee shall not be required to bear any expense in connection therewith and Licensee shall not be deemed an agent of County.

27. WAIVER OF BREACH AND MATERIALITY: Failure by County or Licensee to enforce any provision of this License Agreement shall not be deemed a waiver of such provision or modification of this License Agreement. A waiver of any breach of a provision of this License Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License Agreement.
28. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL: This License Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this License Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this License Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS LICENSE AGREEMENT, LICENSEE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LICENSE AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS LICENSE AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
29. COMPLIANCE WITH LAWS: Licensee shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this License Agreement.

30. SEVERABILITY: In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
31. JOINT PREPARATION: The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this License Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
32. PRIORITY OF PROVISIONS: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this License Agreement by reference, and a term, statement, requirement, or provision of this License Agreement, the term, statement, requirement, or provision contained in Sections 1 through 36 of this License Agreement shall prevail and be given effect. Notwithstanding the foregoing, **Exhibit A**, shall be controlling as to the Facilities to be installed and **Exhibit A-1** shall be controlling as to the locations of such Facilities.
33. PRIOR AGREEMENTS: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this License Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
34. INCORPORATION BY REFERENCE: The truth and accuracy of each Whereas clause set forth above is acknowledged by the parties. The attached **Exhibits A, A-1, A-2, B, and C** are incorporated into and made a part of this License Agreement.
35. RECORDING: This License Agreement **shall not** be recorded in the Official Records of Broward County, Florida.
36. MULTIPLE ORIGINALS: This License Agreement may be fully executed in three (3) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties have made and executed this License Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2018, and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, signing by and through its representatives, duly authorized to execute same.

ATTEST:

**COUNTY:**

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners

By: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 2018

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Aviation Office  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292

Insurance Requirements Approved by  
Broward County Risk Management  
Division

By: \_\_\_\_\_

Carlos Rodriguez-Cabarrocas (Date)  
Assistant County Attorney

By: \_\_\_\_\_ (Date)  
Tracy Meyer, Esq.

Risk Insurance and Contracts  
Manager

By: \_\_\_\_\_ (Date)

Alexander J. Williams, Jr.  
Assistant County Attorney

CRC/ch  
VZW Lease-FLL  
10/04/17  
17-071.00

LICENSE BETWEEN BROWARD COUNTY AND VERIZON WIRELESS PERSONAL COMMUNICATIONS LP FOR INSTALLATION, OPERATION, AND MAINTENANCE OF WIRELESS PERSONAL COMMUNICATIONS SERVICES FACILITIES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

WITNESSES:

**LICENSEE:**

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP

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

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

By: \_\_\_\_\_ (Date)  
Frank Wise  
Executive Director – Network Field  
Engineering

## Exhibit A

## Typical VZW Head End Configurations

45	45
44	44
43	43
42	DASH
41	
40	
39	
38	
37	
36	
35	
34	Baseband Unit
33	
32	Baseband Unit
31	
30	Cable Management
29	
28	Fiber Patch
27	
26	
25	
24	
23	
22	
21	DASH
20	
19	
18	
17	
16	
15	
14	
13	
12	
11	
10	
9	
8	
7	PDU
6	
5	Power Plant
4	
3	Battery Plant
2	
1	



Figure 5A



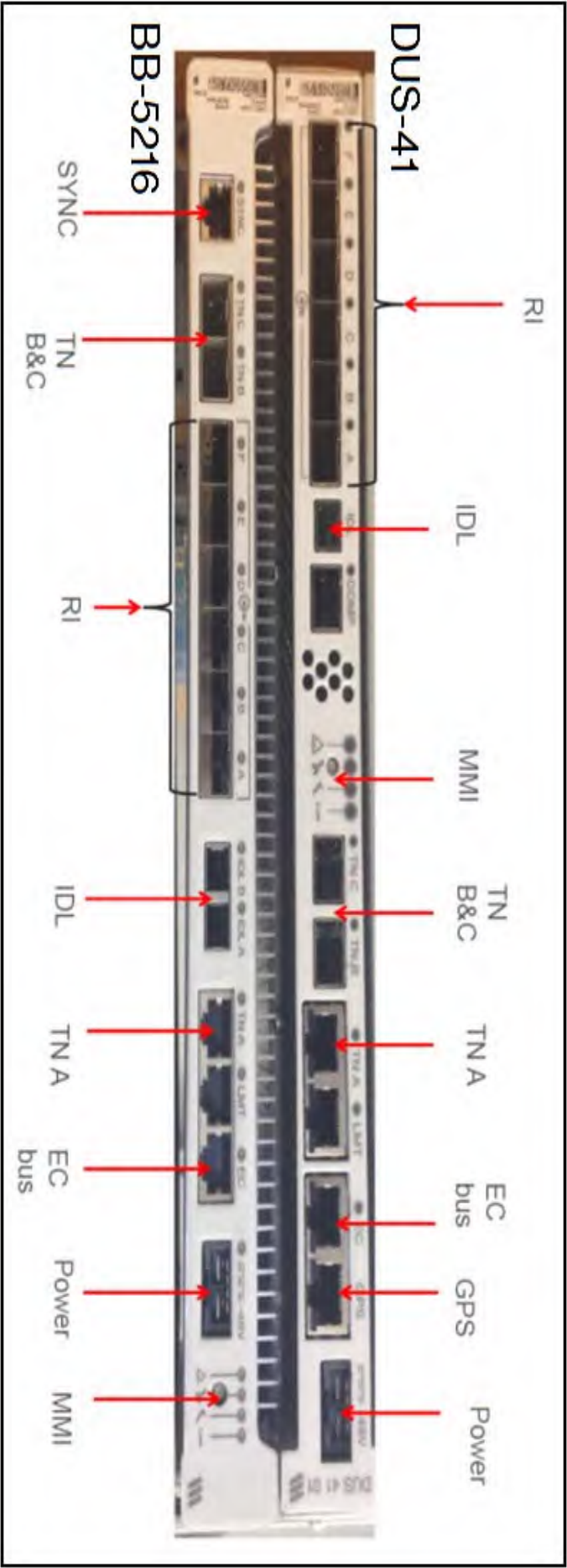
Figure 5B



Figure 5C

## Base-Band DUS-5216 (BB5216) - Hardware

## Hardware comparisons between the DUS-41 and BB5216



# RADIO 2203

- › 2TX/2RX, 4TX/4RX by use of two 2203
- › 2x5W
- › 45 MHz IBW FDD (B66A, B2)
- › Carrier Capacity:
  - 3 Carriers and up to 45MHz OBW for LTE
- › 2x10 Gbps CPRI
- › Built in Fan
- › Size HxWxD:
  - 7.88x7.88x3.94 In (200x200x100 mm) with cover
  - 4.69 In (119 mm) with high band antenna
- › Weight: 11.024 lbs (5Kg) including bracket and cover
- › AC or -48 VDC
- › Integrated or external antenna
- › Type 4.3-10 RF connectors (Kenia)
- › 2 external alarm
- › IP 65
- › -40 to +~~5~~5°C
- › Maximum power consumption < 100 W

Single band



Dual band



	
400 Exchange Ct. Suite 100 Boca Raton, FL 33433	
Document ID	
Revision	
Drawn by	
FLM/Agent	
Reviewed by	
Design path	
10/23/17	
Page 1 of 13	





*All input, output & test ports in the tray will be labeled with sector & technology.*



Figure 9A Old Design (Need to add Telect CPRI design)

### 10. 110VAC CONVENIENCE OUTLET

For new builds, a single pole 110VAC outlet will **ONLY** be added if there are no receptacles within 20' of the YZW equipment rack.

## 11. KENTROX USAGE WITH SUPPORT DEVICES

Westell Kentrox KAM-XXXX w/ RAB-1, No WAN Management System, 1-19" Rack Mounting Kit for RAB-1 and 1-RAB-1 Smart Alarm Block will be installed per site. Power will be fed from the -48VDC power plant. Units will be grounded to rack ground buss bar.

NOTE: GC will install the Kentrox model provided by Implementation, if no unit was provided please notify the project manager over this project

#### 4. 6601 PHYSICAL, POWER AND BREAKER STANDARDS

All -6601 purchased for FL are -48VDC native, +24VDC units are available however this is not something we are purchasing for any of our solutions therefore only -48VDC standards will be referenced.

Rack Space: 1.5RU in 19"

**Dimensions:** 19.125" W x 14"

Weight: <22 Lbs (includes two DU's)

Table 6 -48 V DC Power Supply Characteristics

Condition	Value
Nominal voltage	-48 V DC
Operating voltage range	-40.0 to -58.5 V DC
Non-destructive voltage range	0 to -60 V DC

**Table 9** Fuse and Circuit Breaker Recommendations for Support System Variant 2

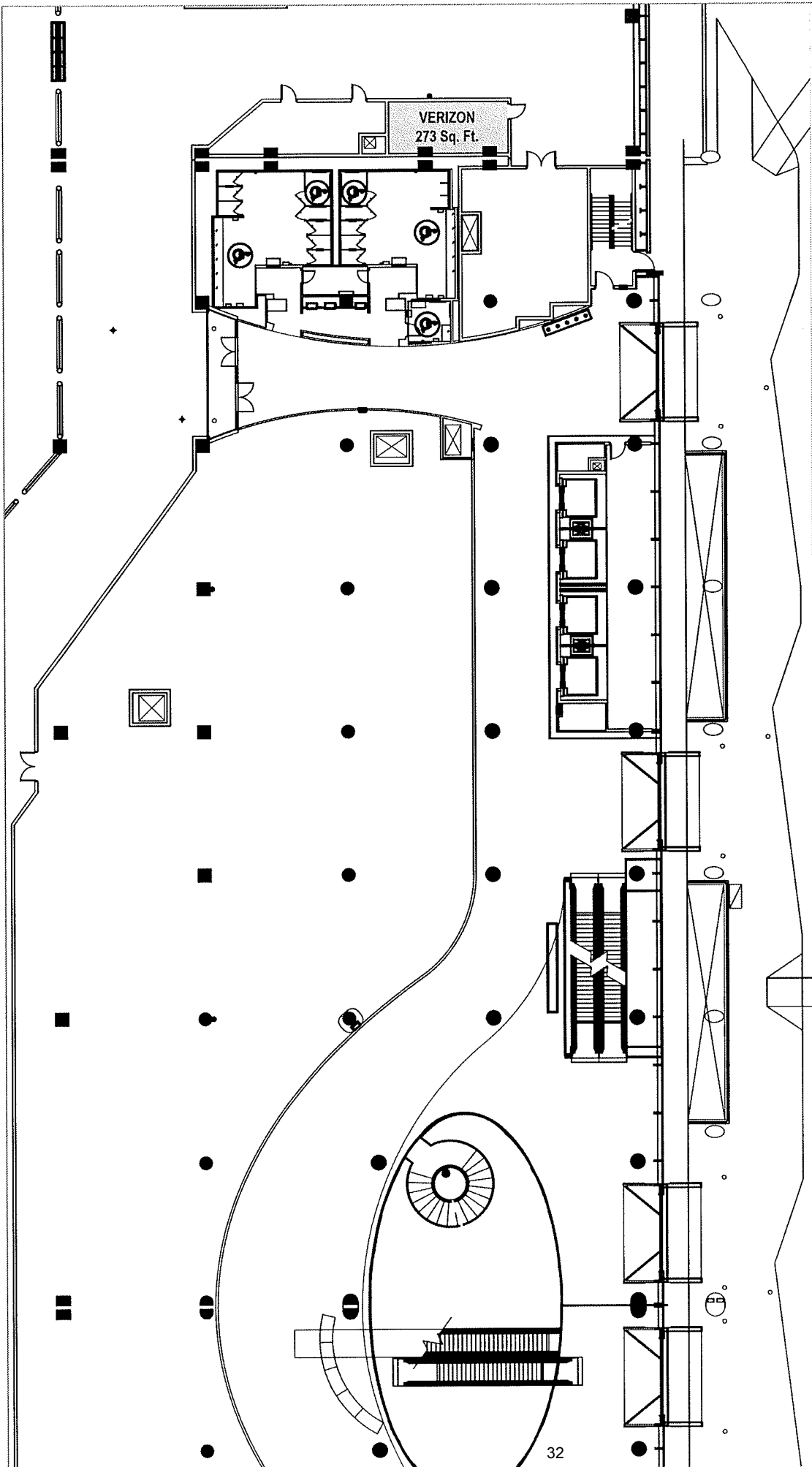
DC Power	Minimum Fuse Rating for Reliable Operation (A) <sup>(1)</sup>		Maximum Fuse Rating (A)
-48 V DC, two-wire	15	1 DUW	25
	15	1-2 DUG	
	15	1-2 DUL	
	15	1 DUL and 1 XMU	
	15		
	15	1-2 DUS	

(1) The recommended fuse rating corresponds to peak load and depends on the DU configuration.

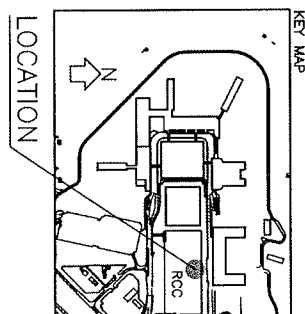
Based on the dual DUS configuration (max loading) we use a dedicated 20A fuse/breaker for every 660V DUS, regardless if it has only one DUS, the potential to add the 2<sup>nd</sup> DU exists therefore we protect as if there are two.

## Exhibit A-1

**Exhibit A-1**  
**Description / Site Plan of Premises**  
**Rental Care Center**  
**Verizon Wireless**  
**Room 3214, Level 3, East Side**



32

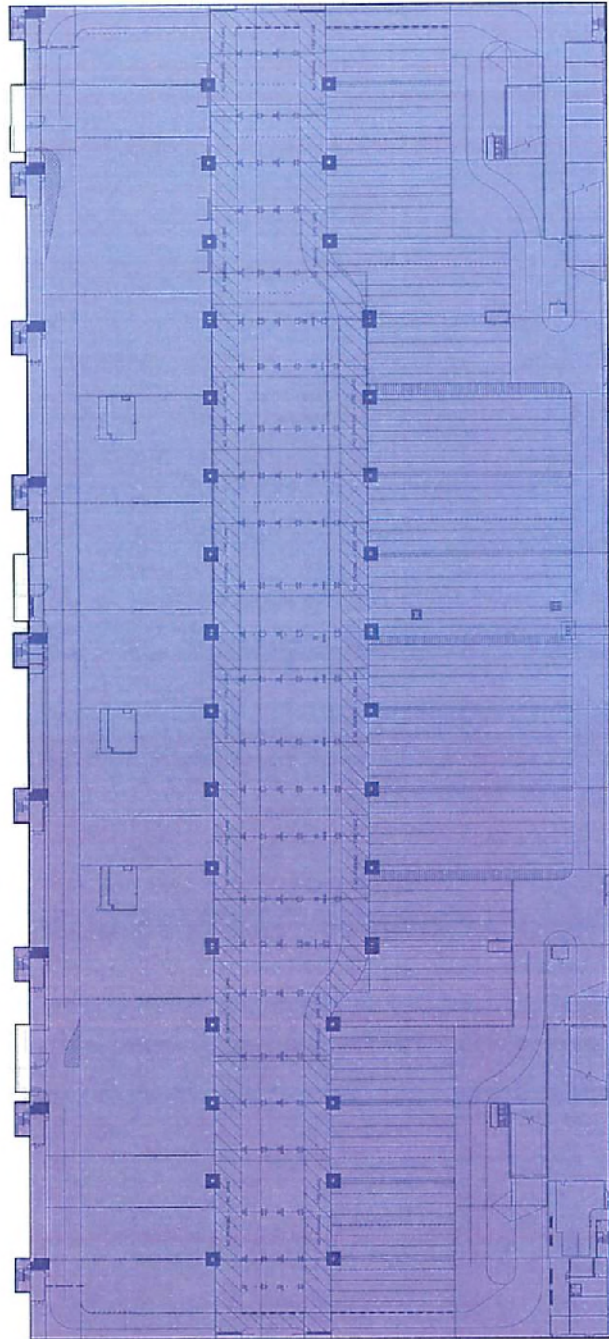


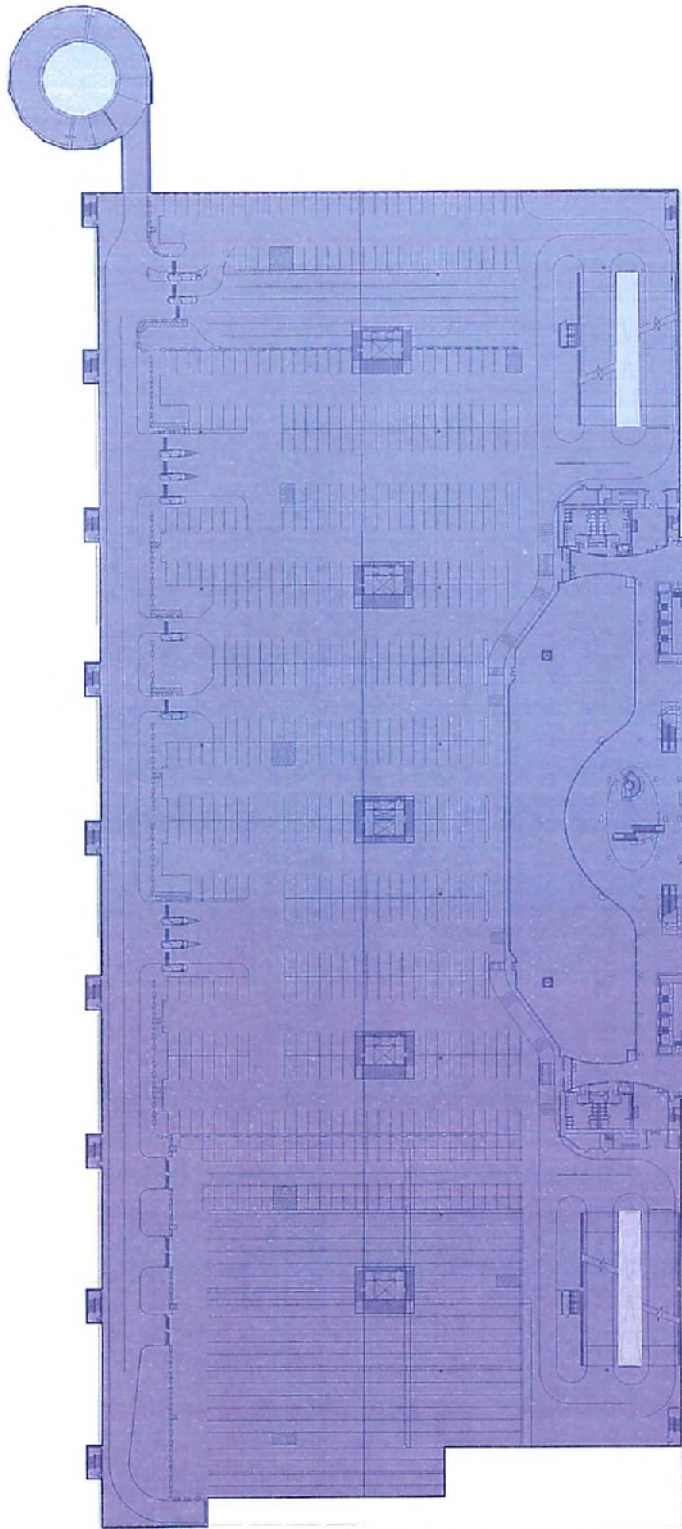
## Exhibit A-2

### **Exhibit Notes:**

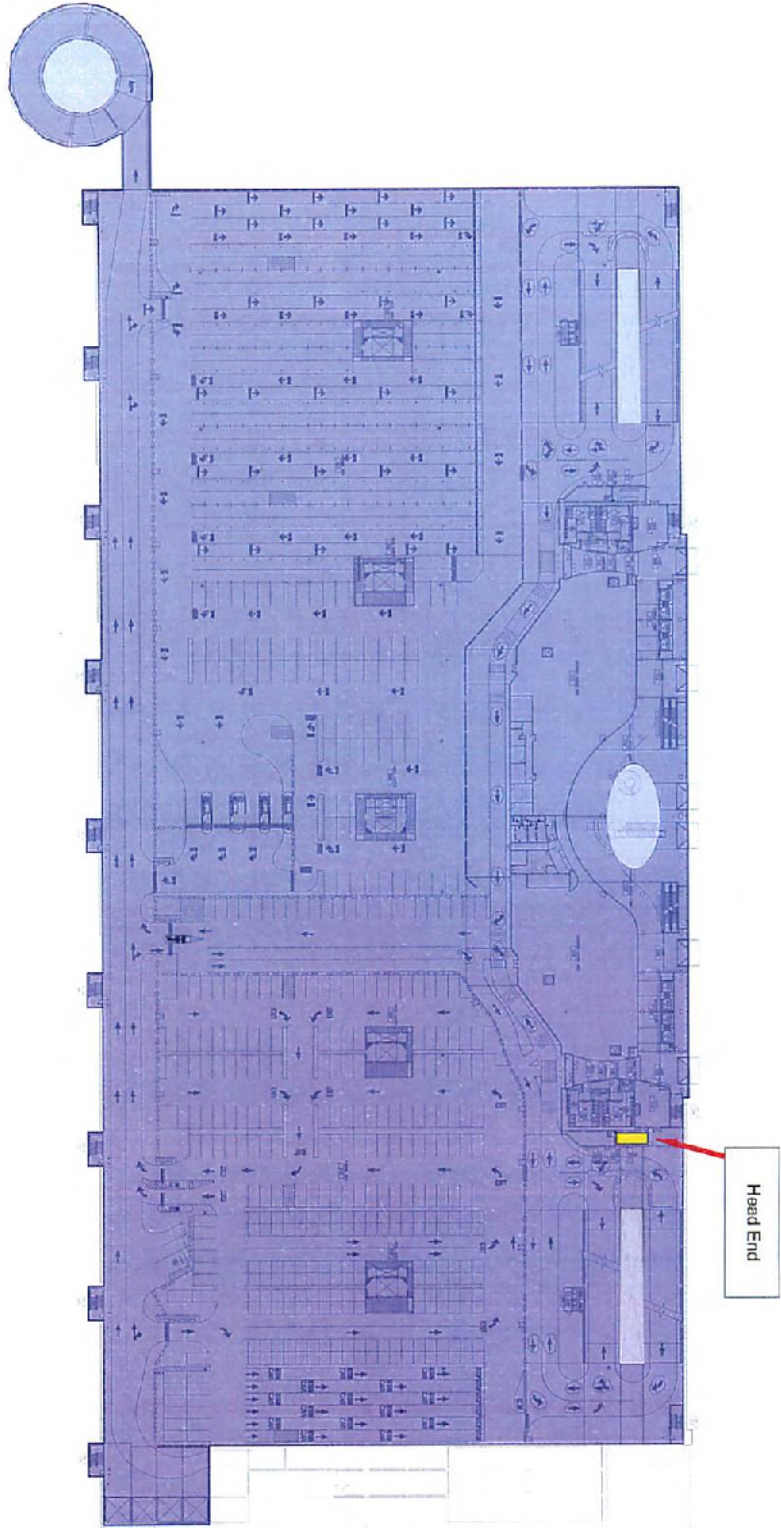
**The following slides depict the authorized DAS coverage areas in blue. Antenna placement and cable routing detail will be submitted pending receipt of building plans. The included Legend is part of the original reference PDF and does not apply to the DAS.**

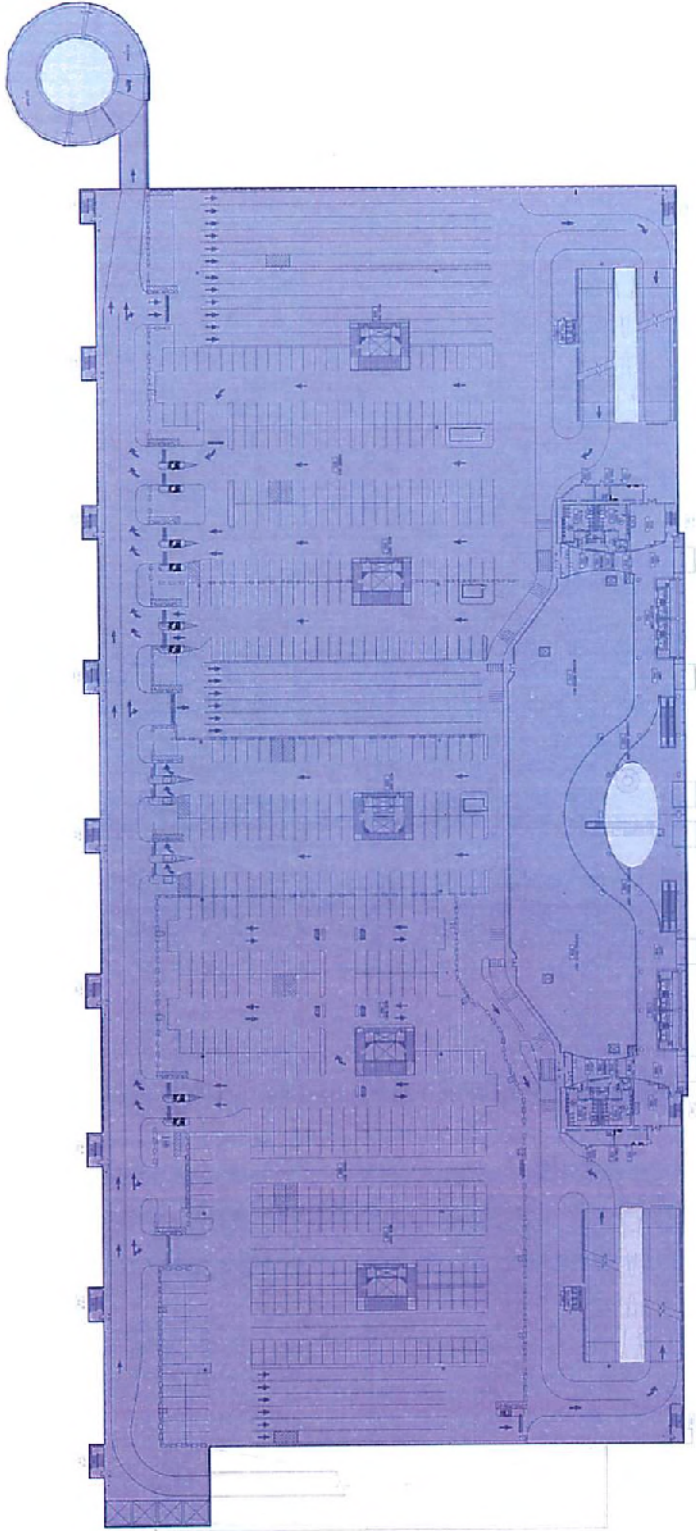


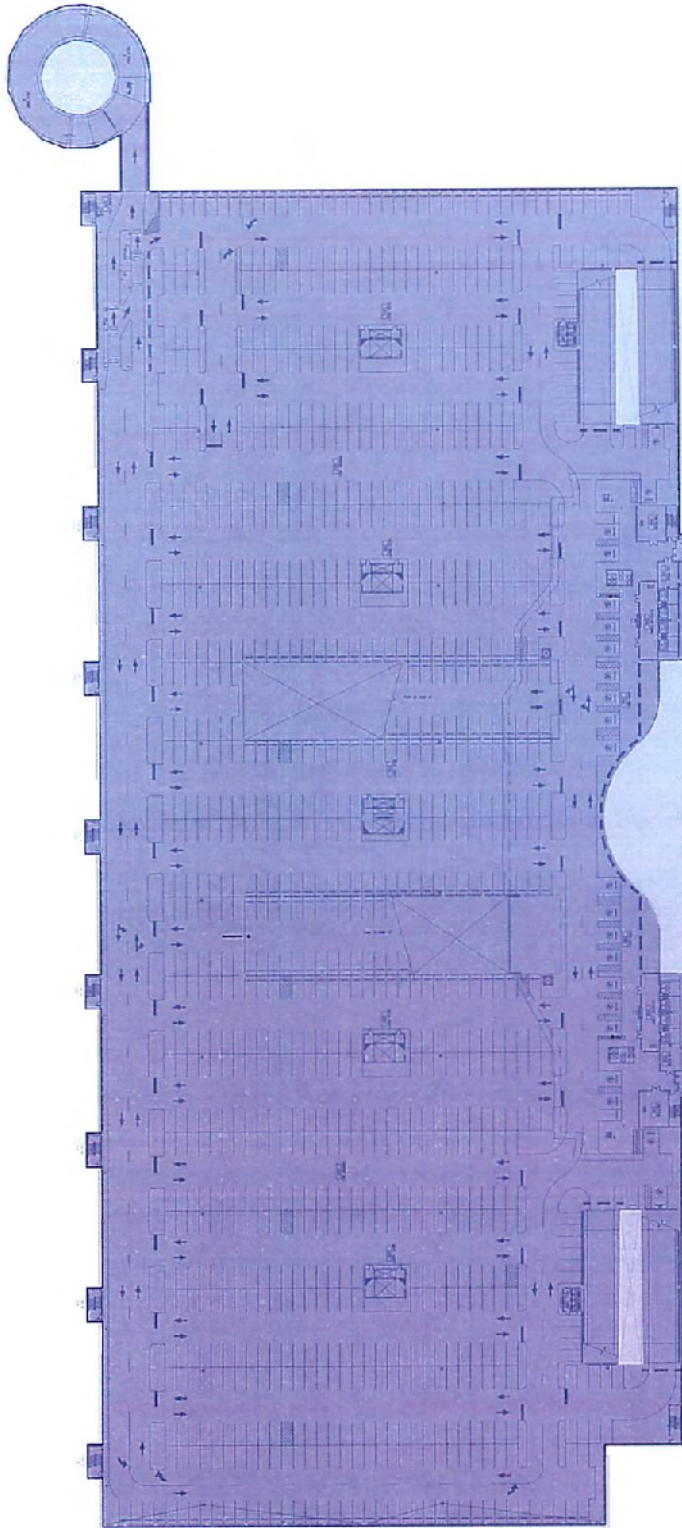




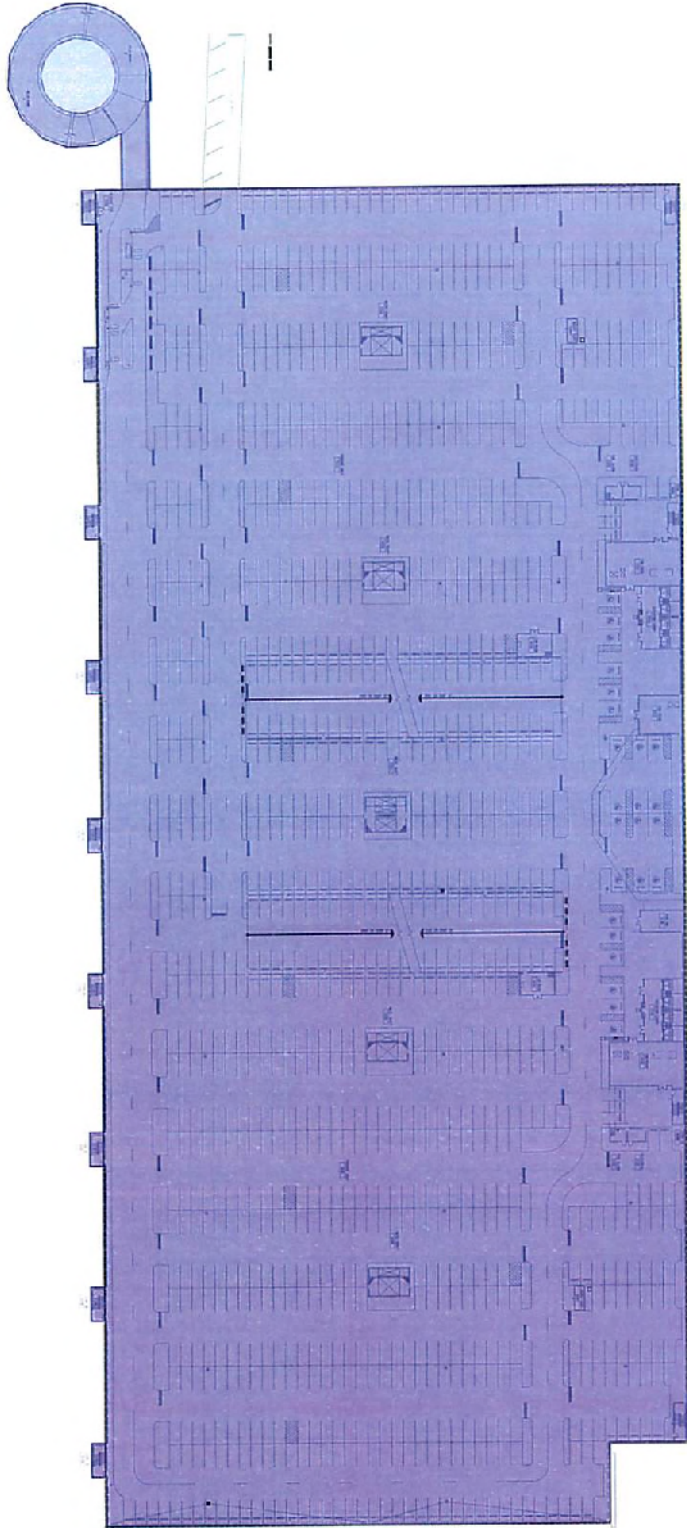


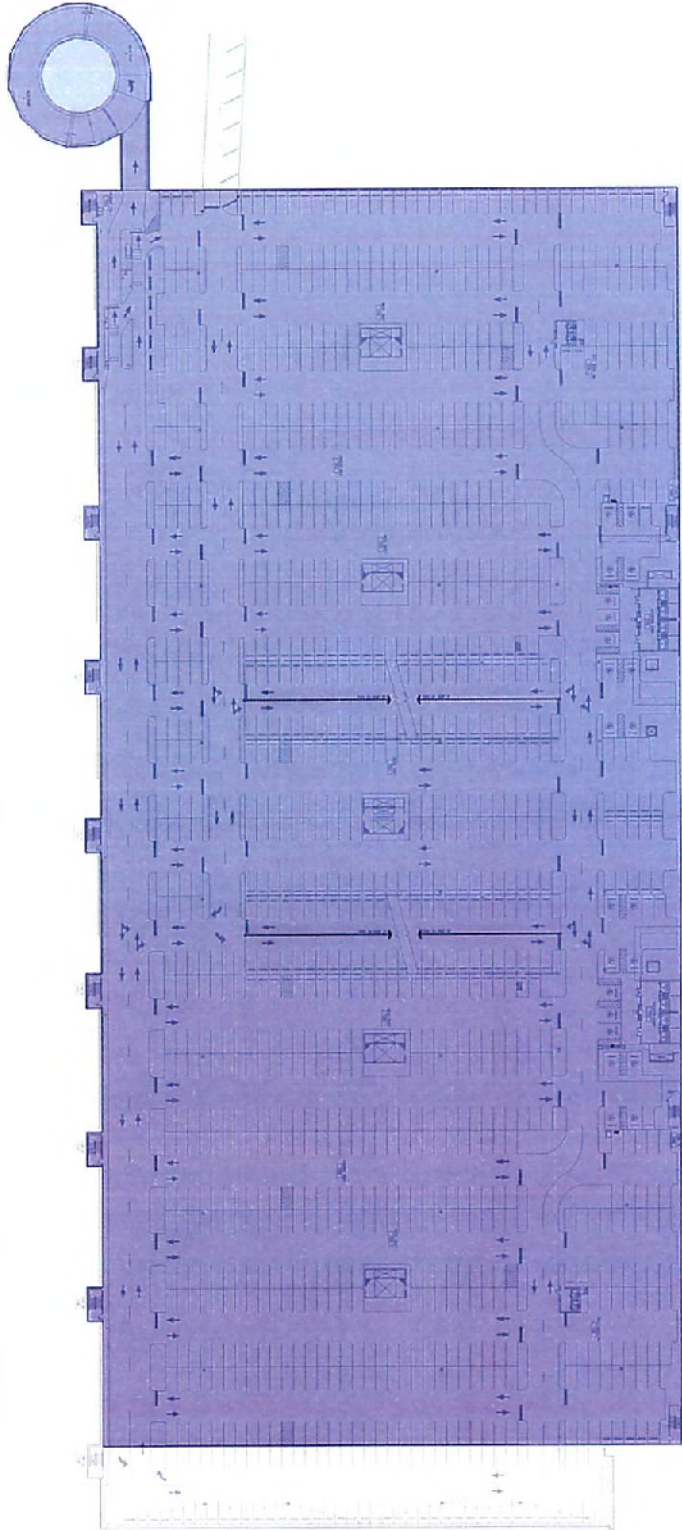


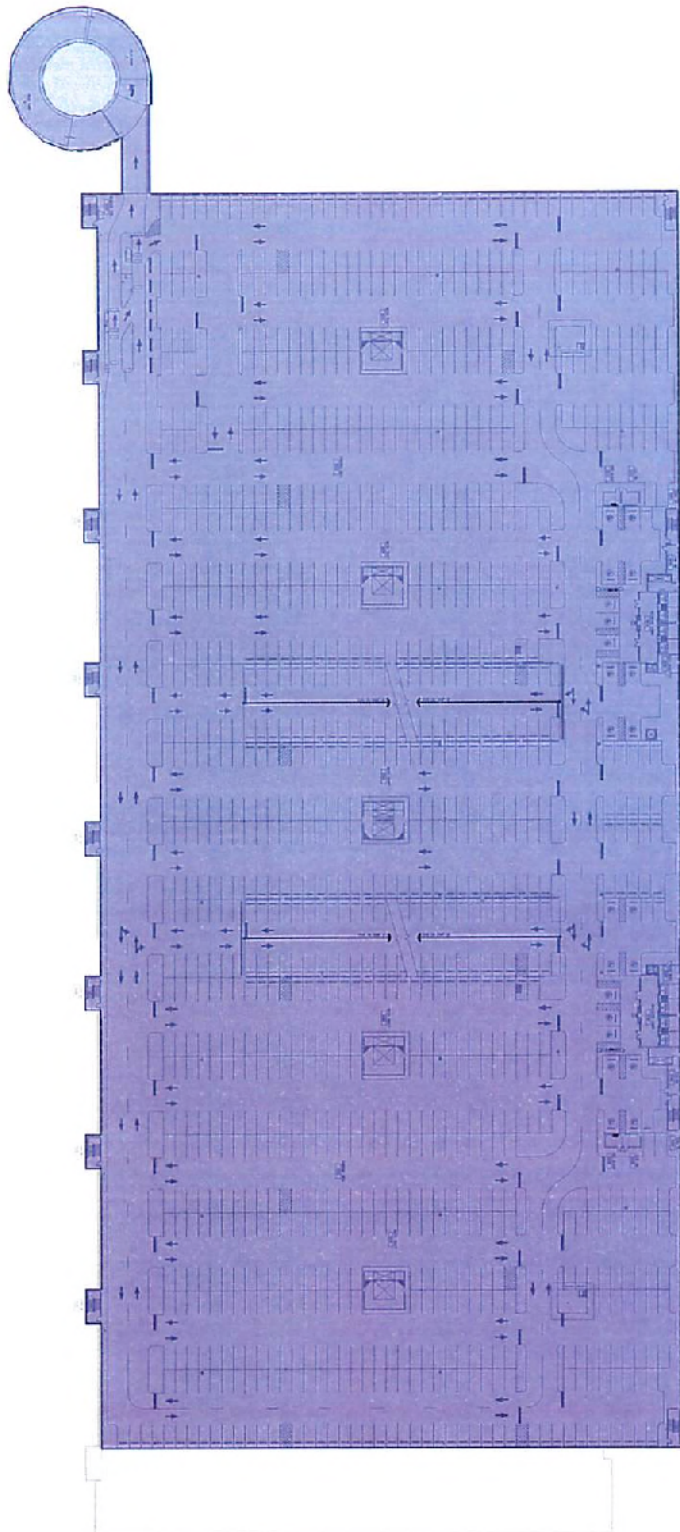




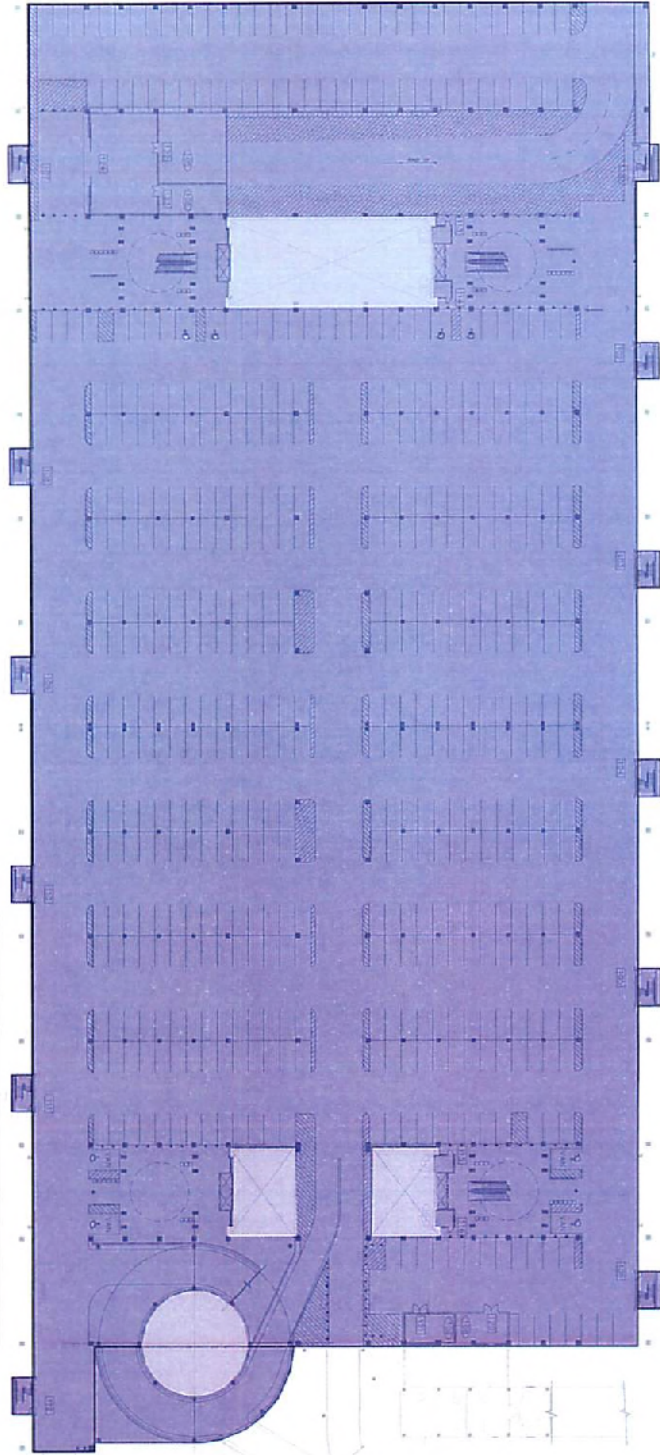


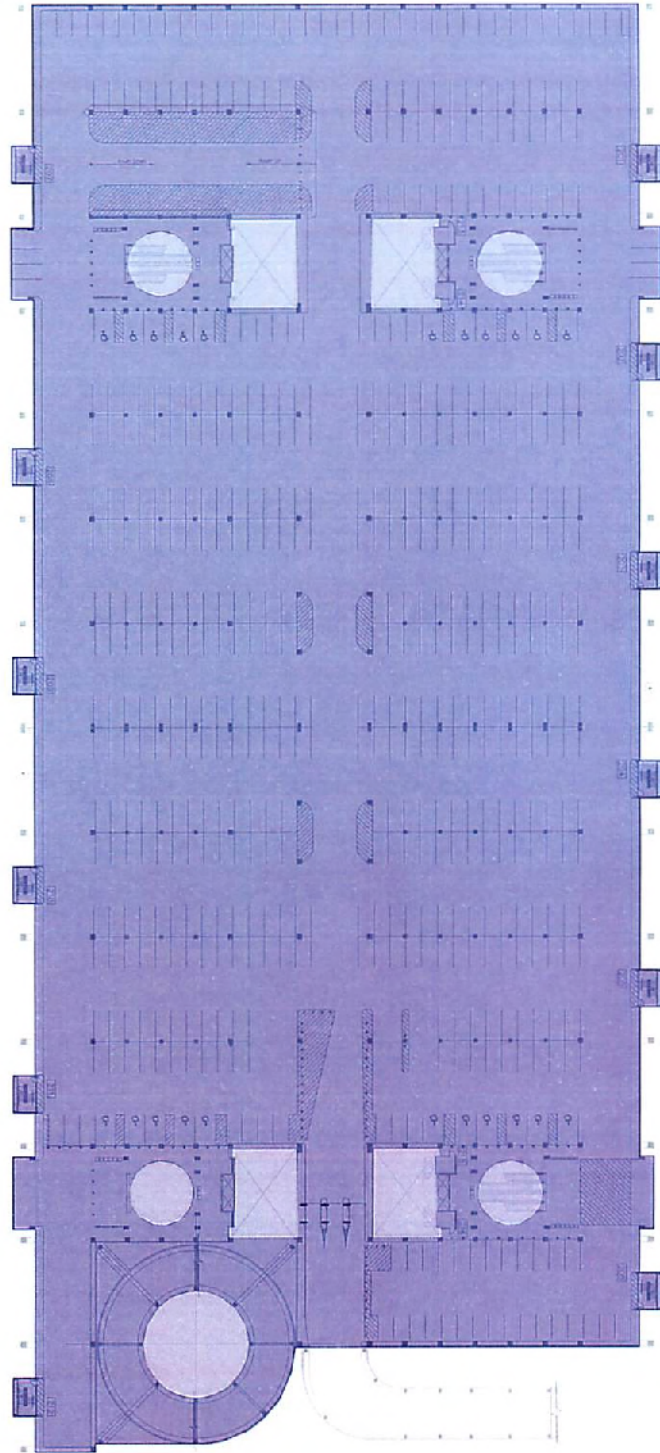




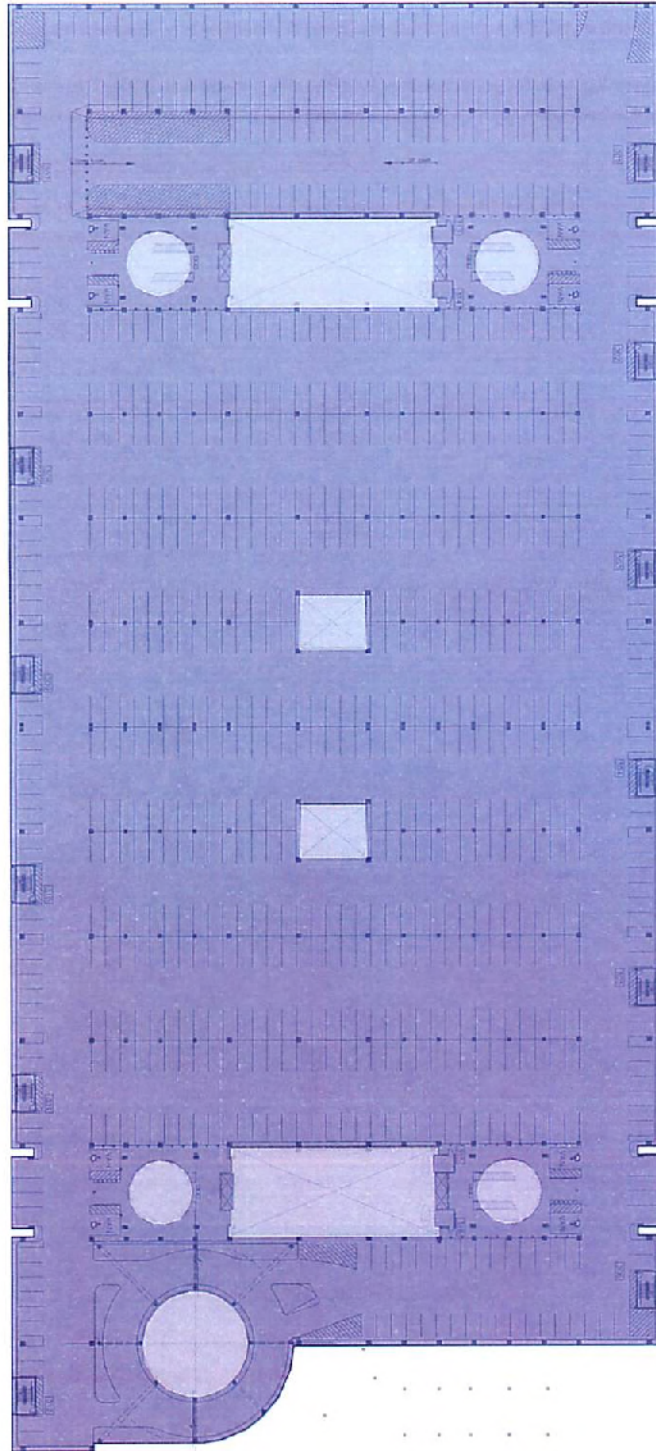


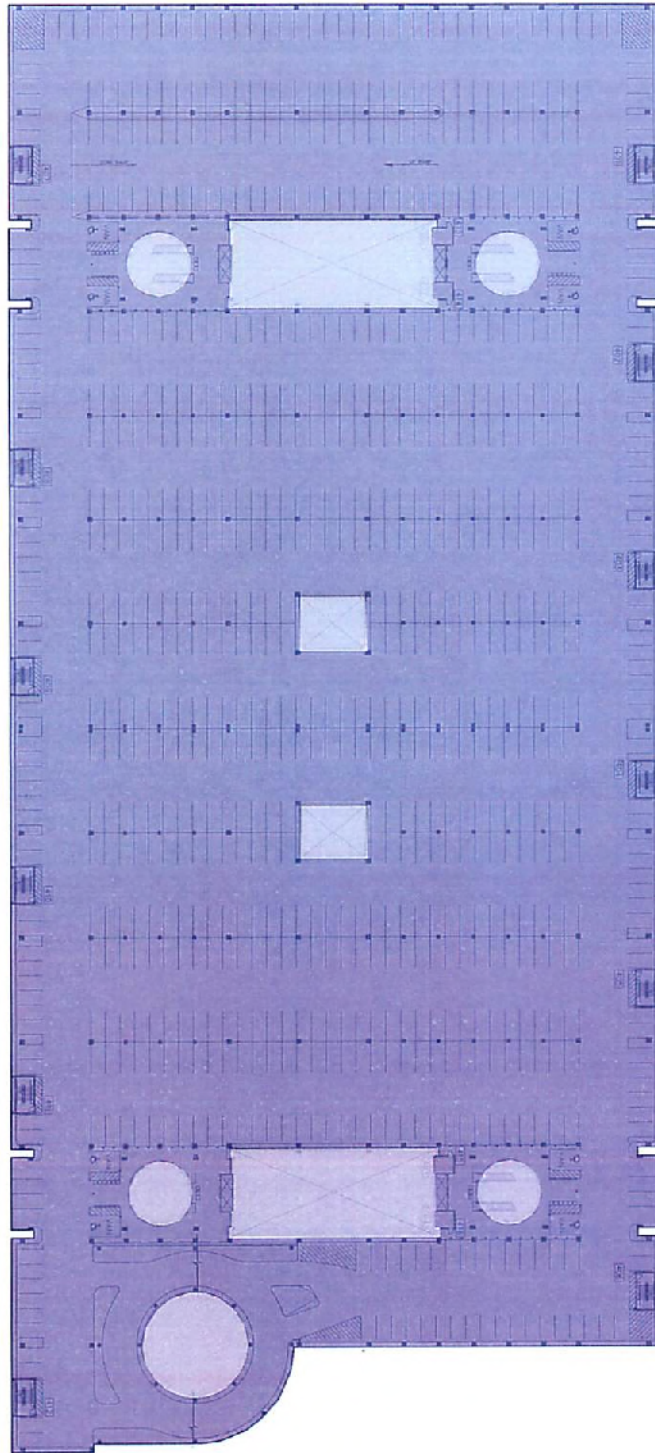


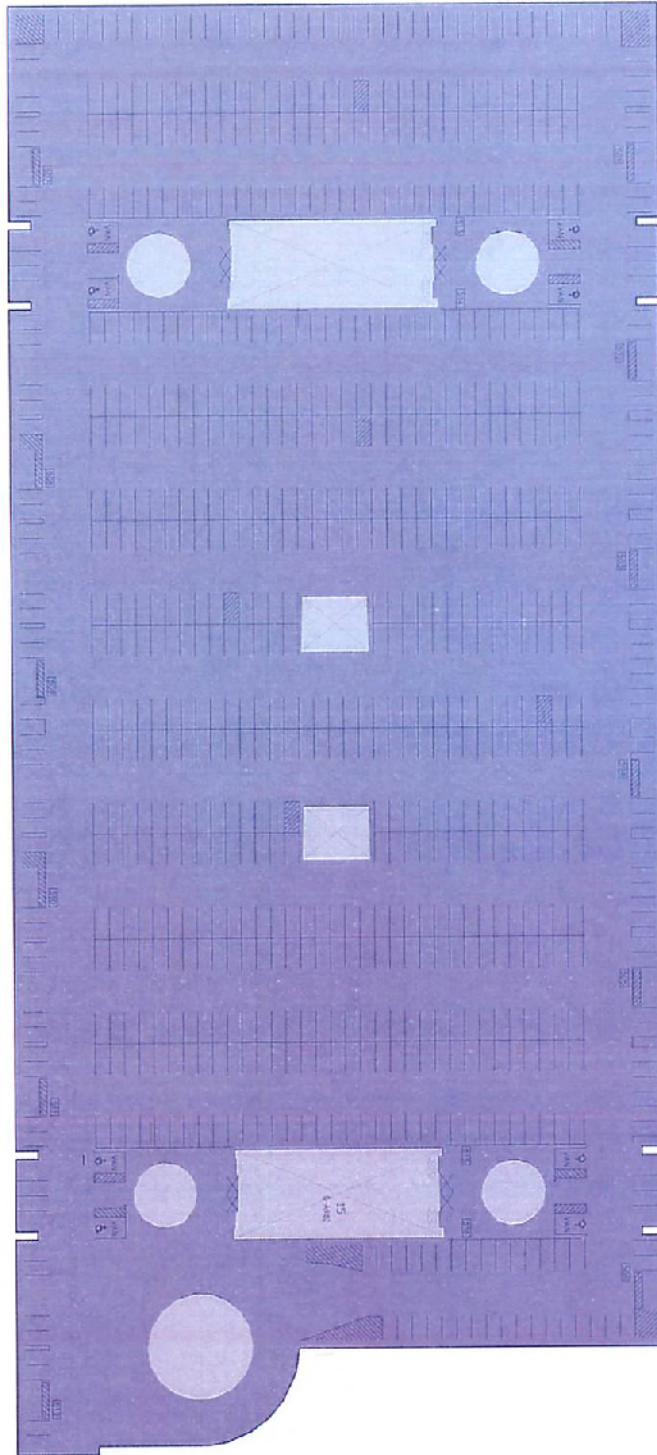




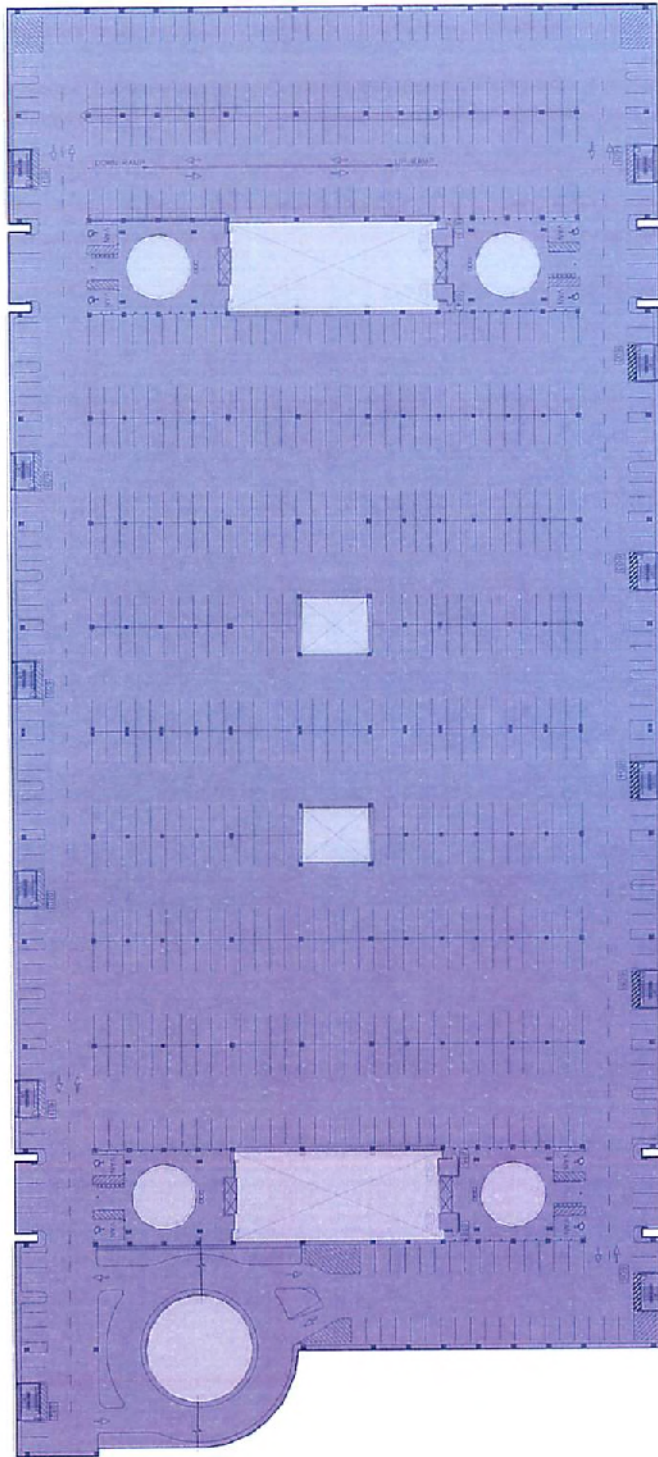


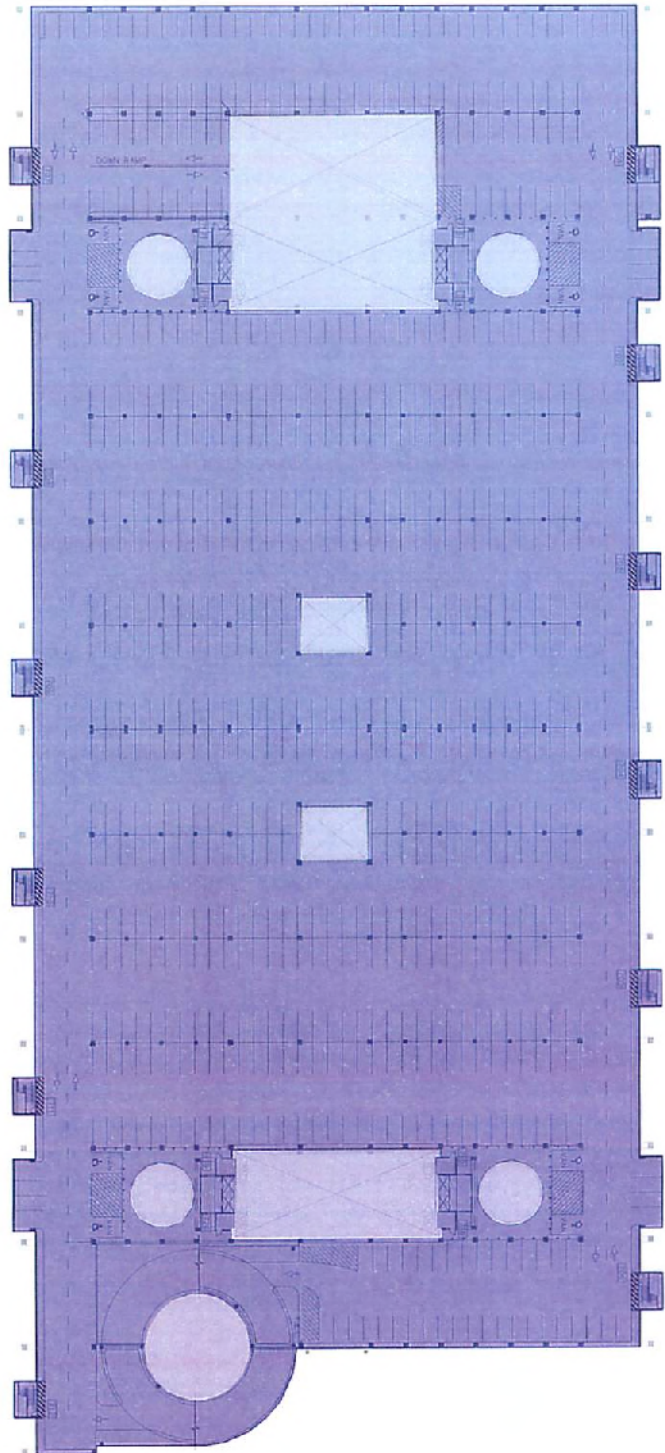


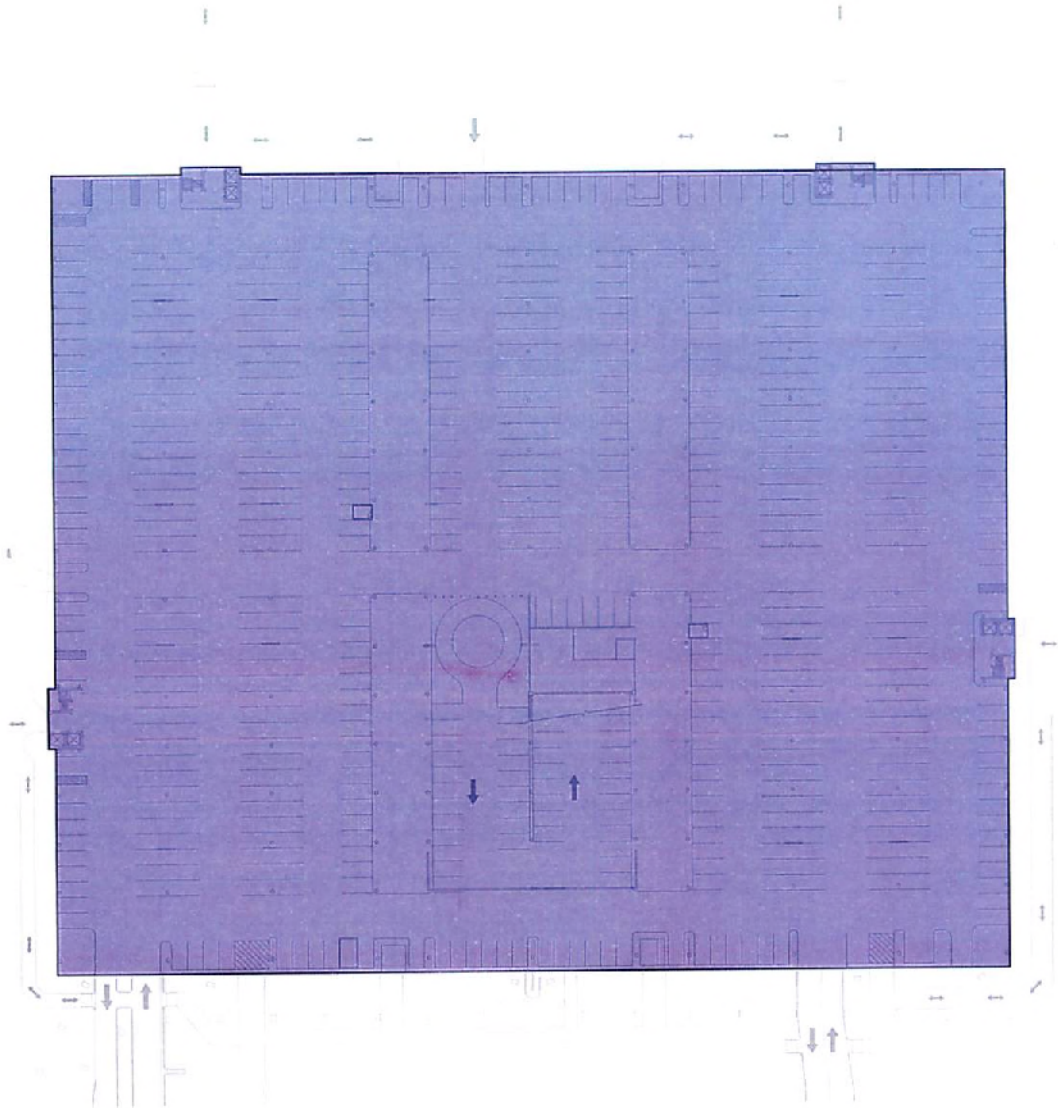






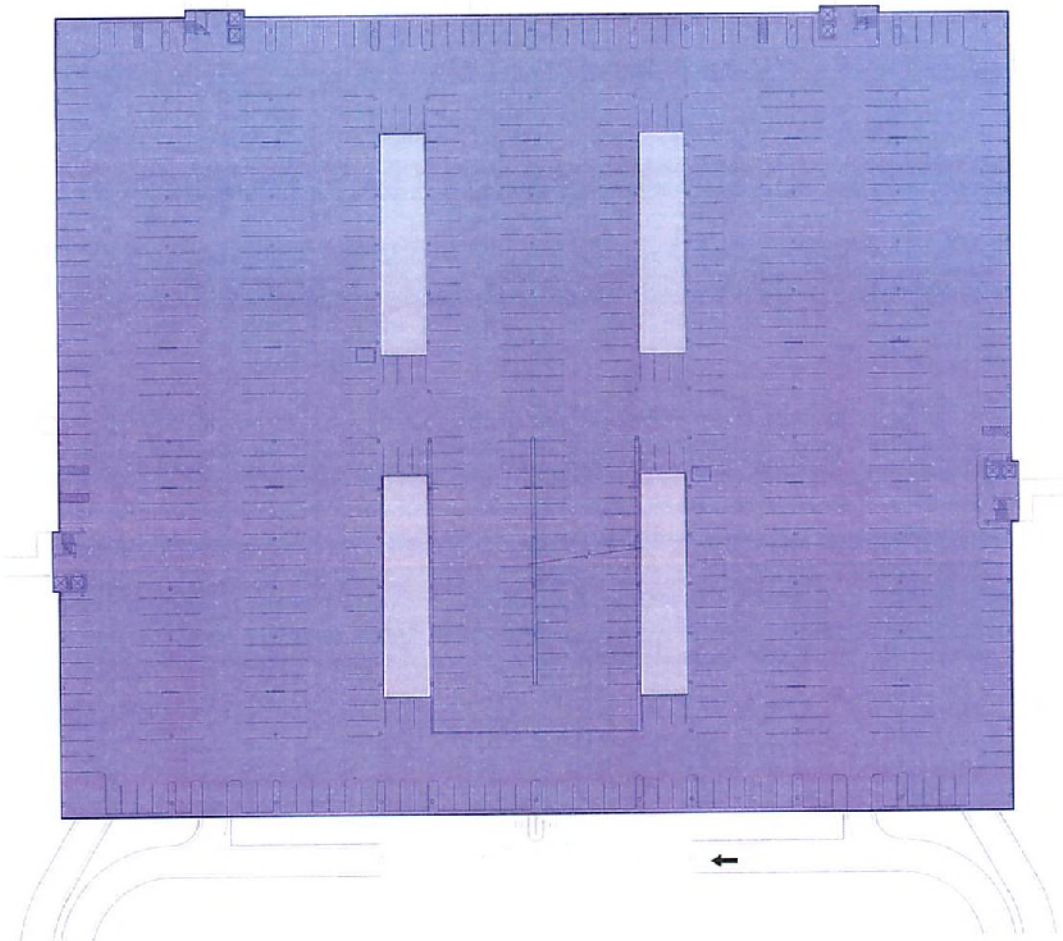


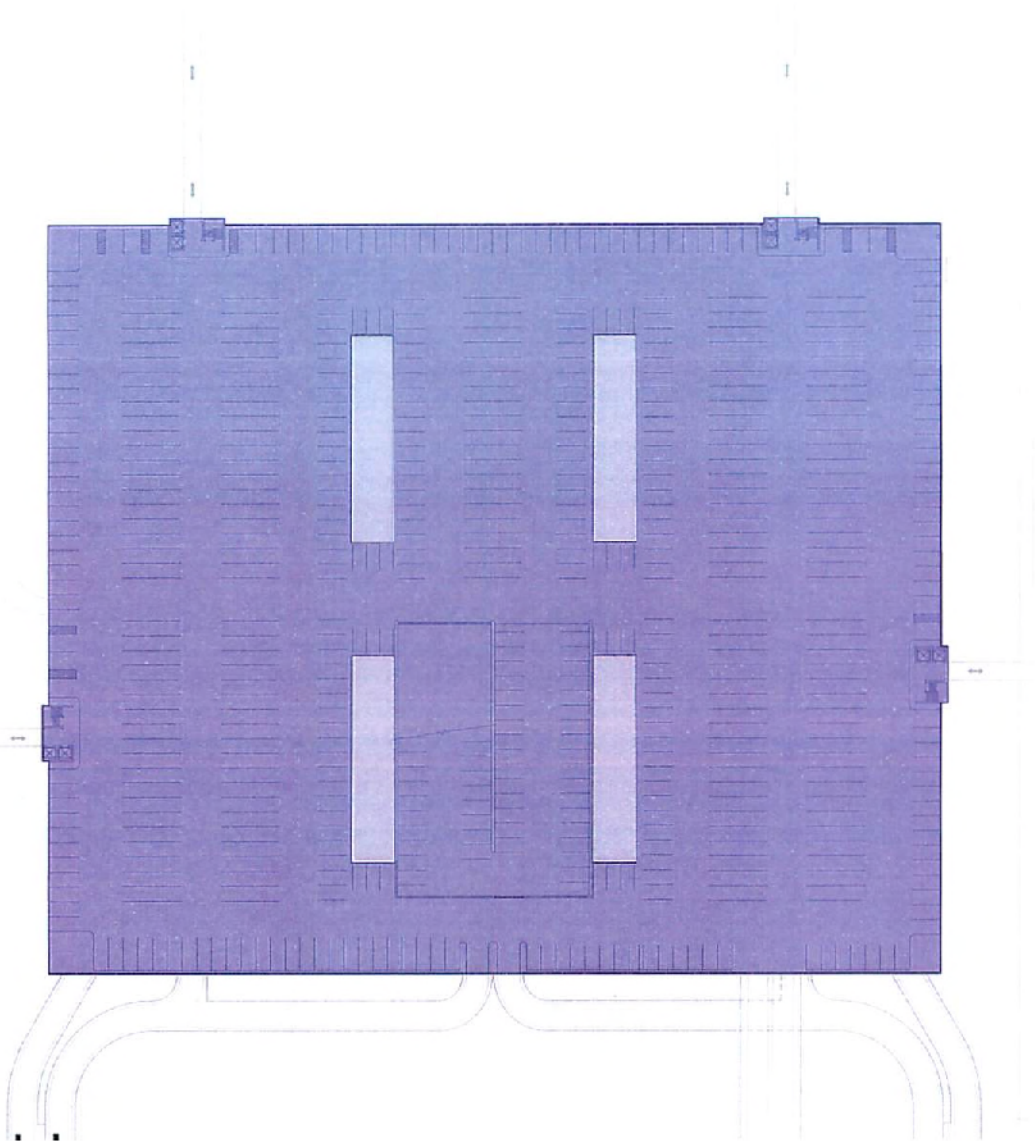




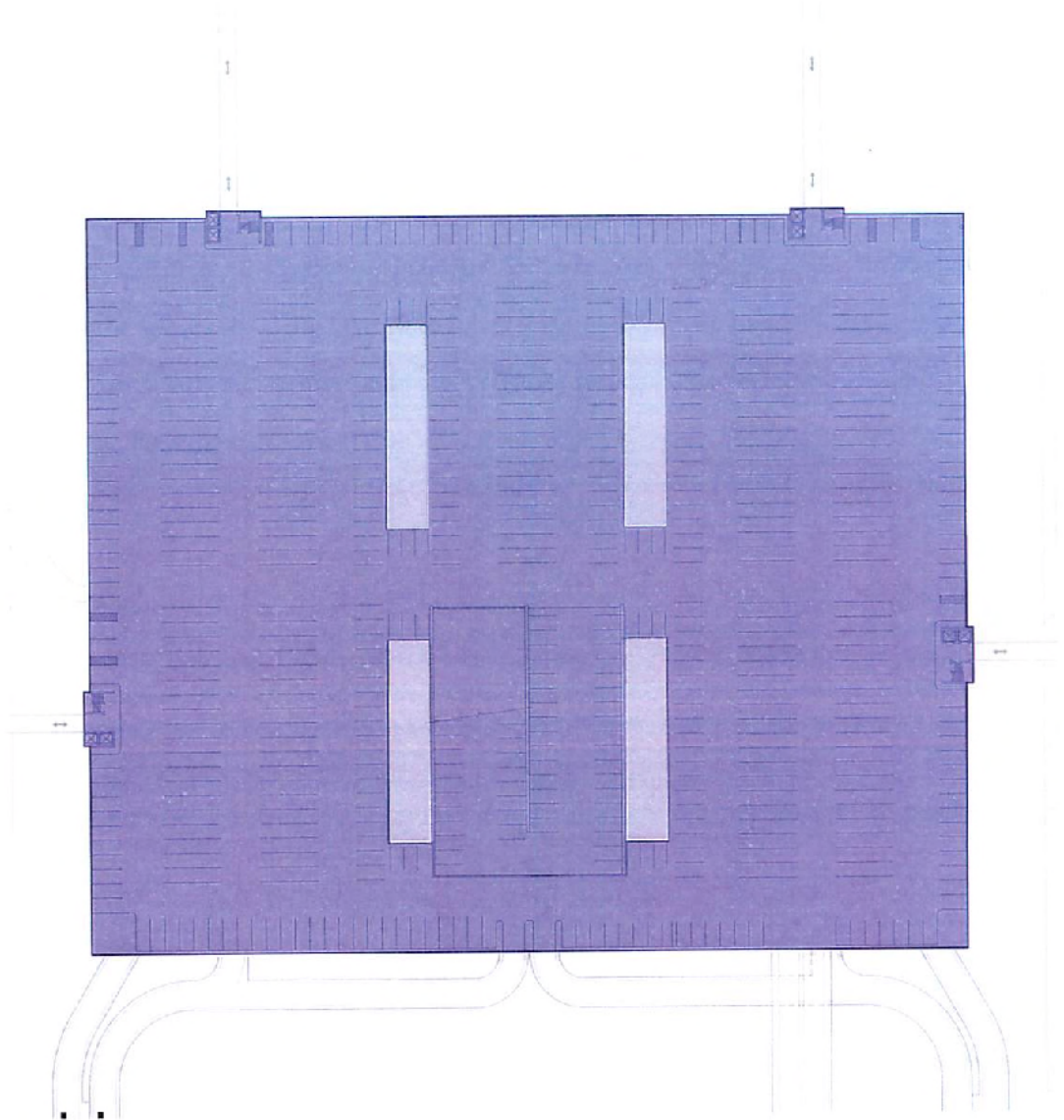


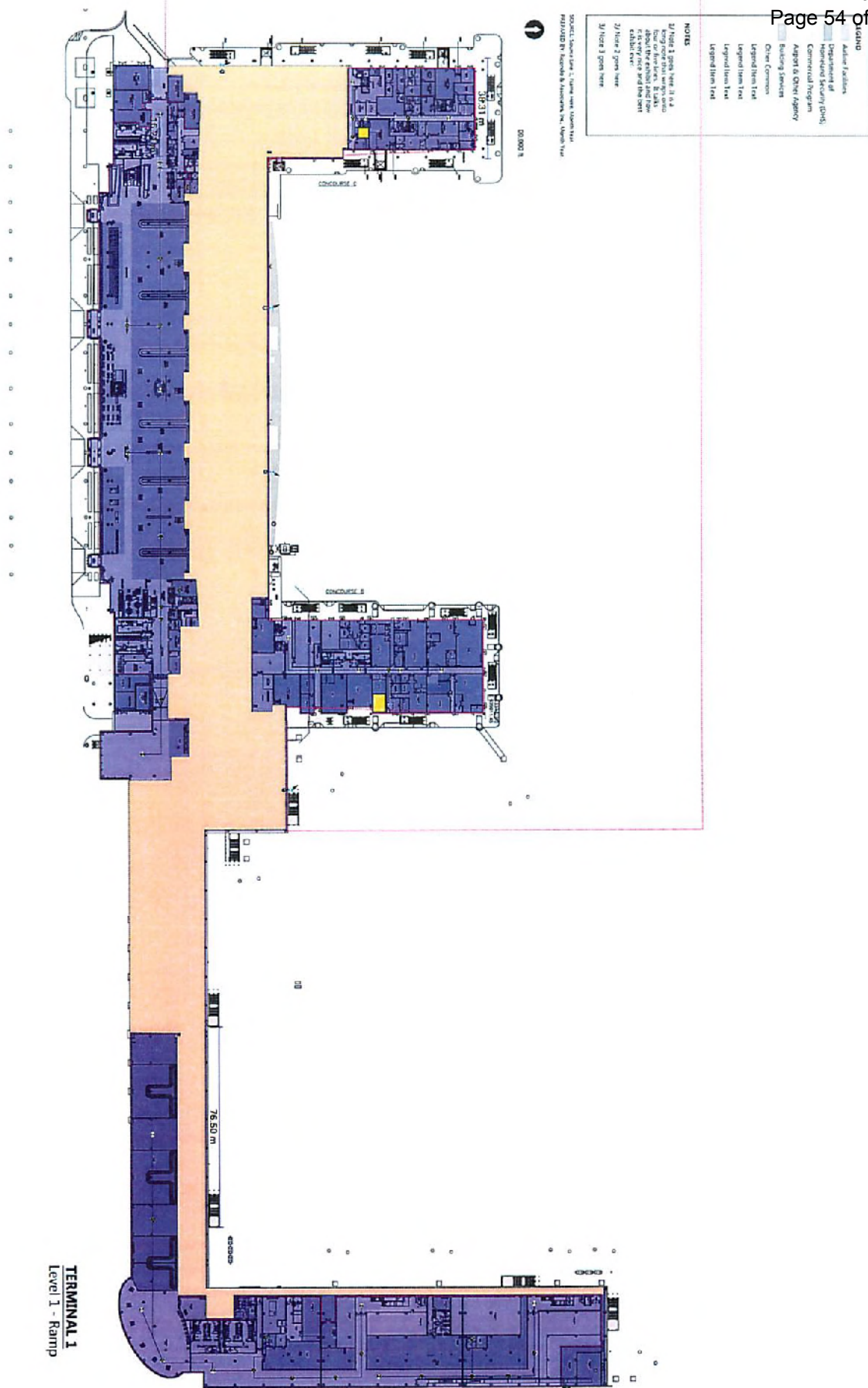
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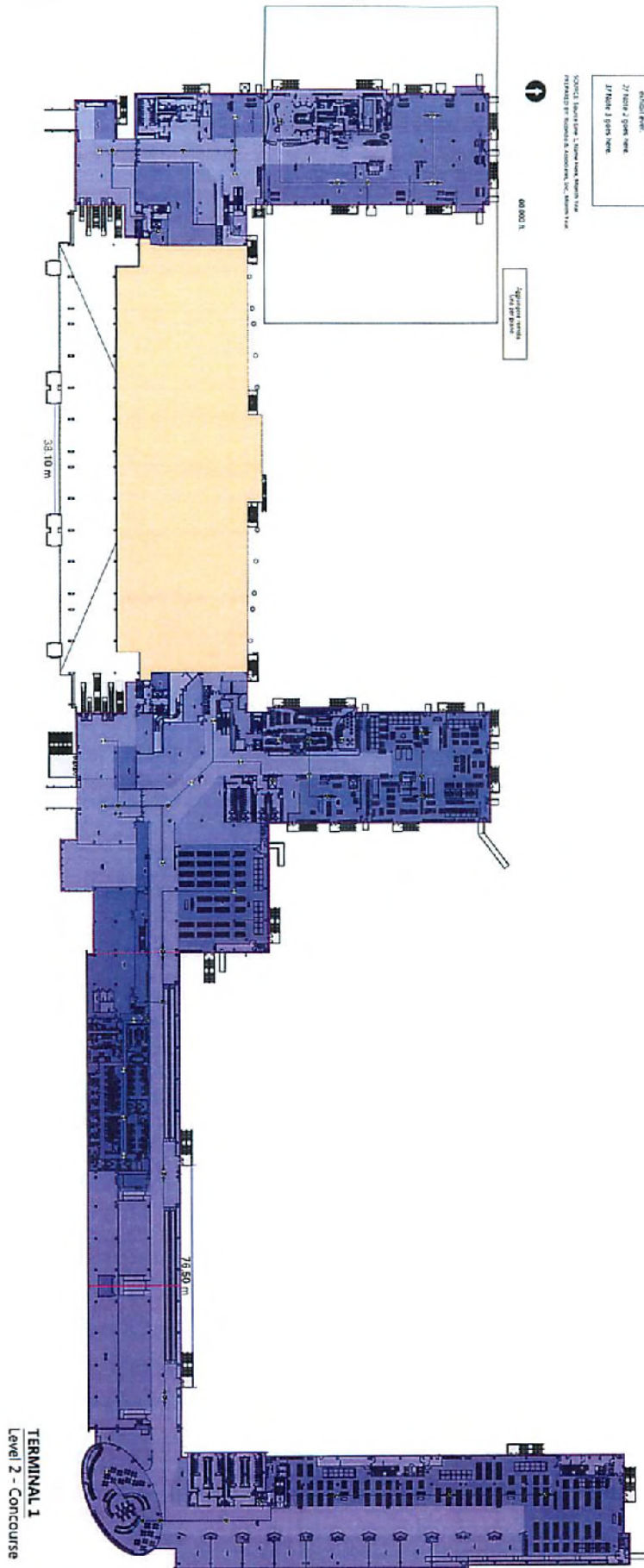








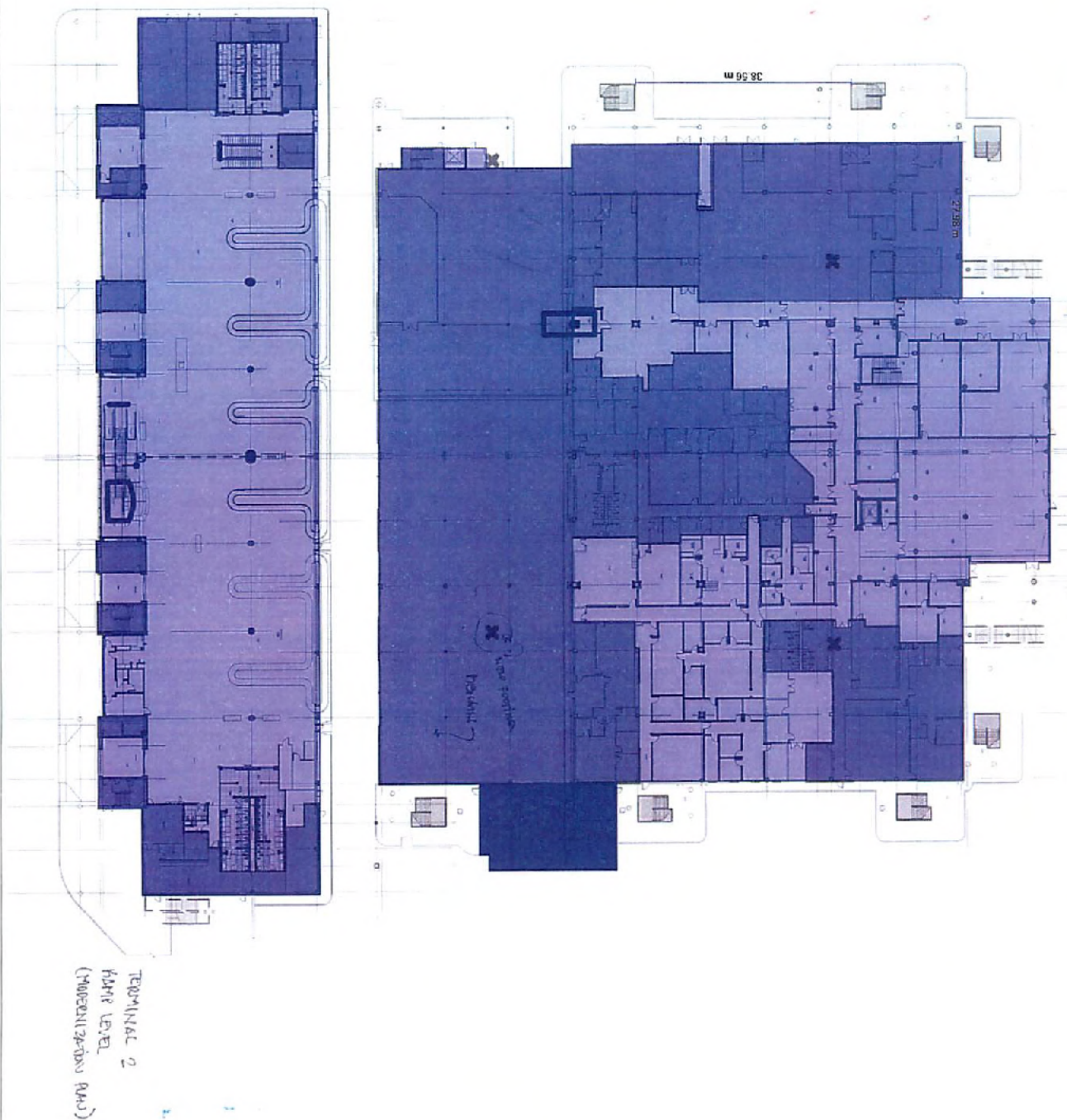




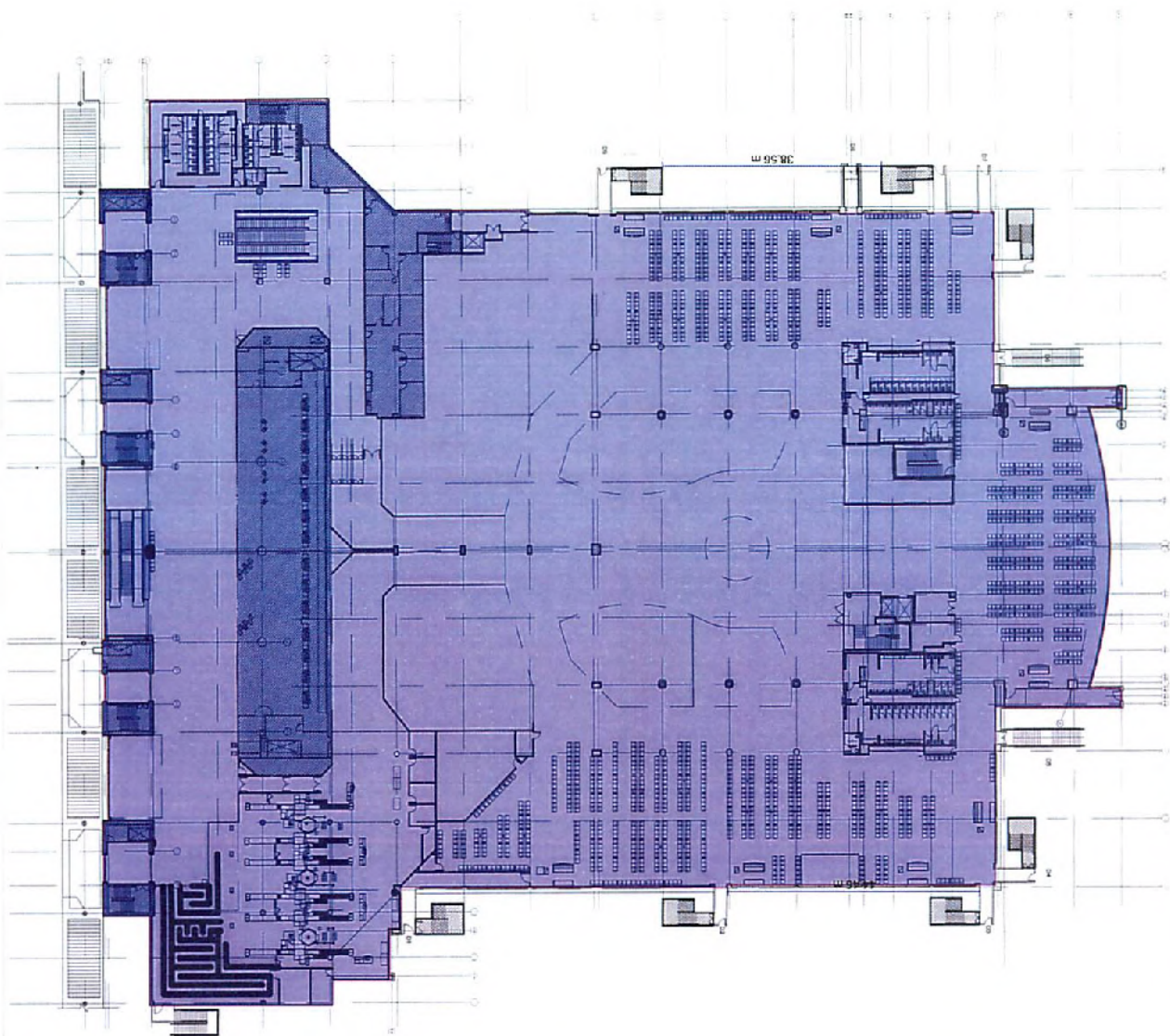




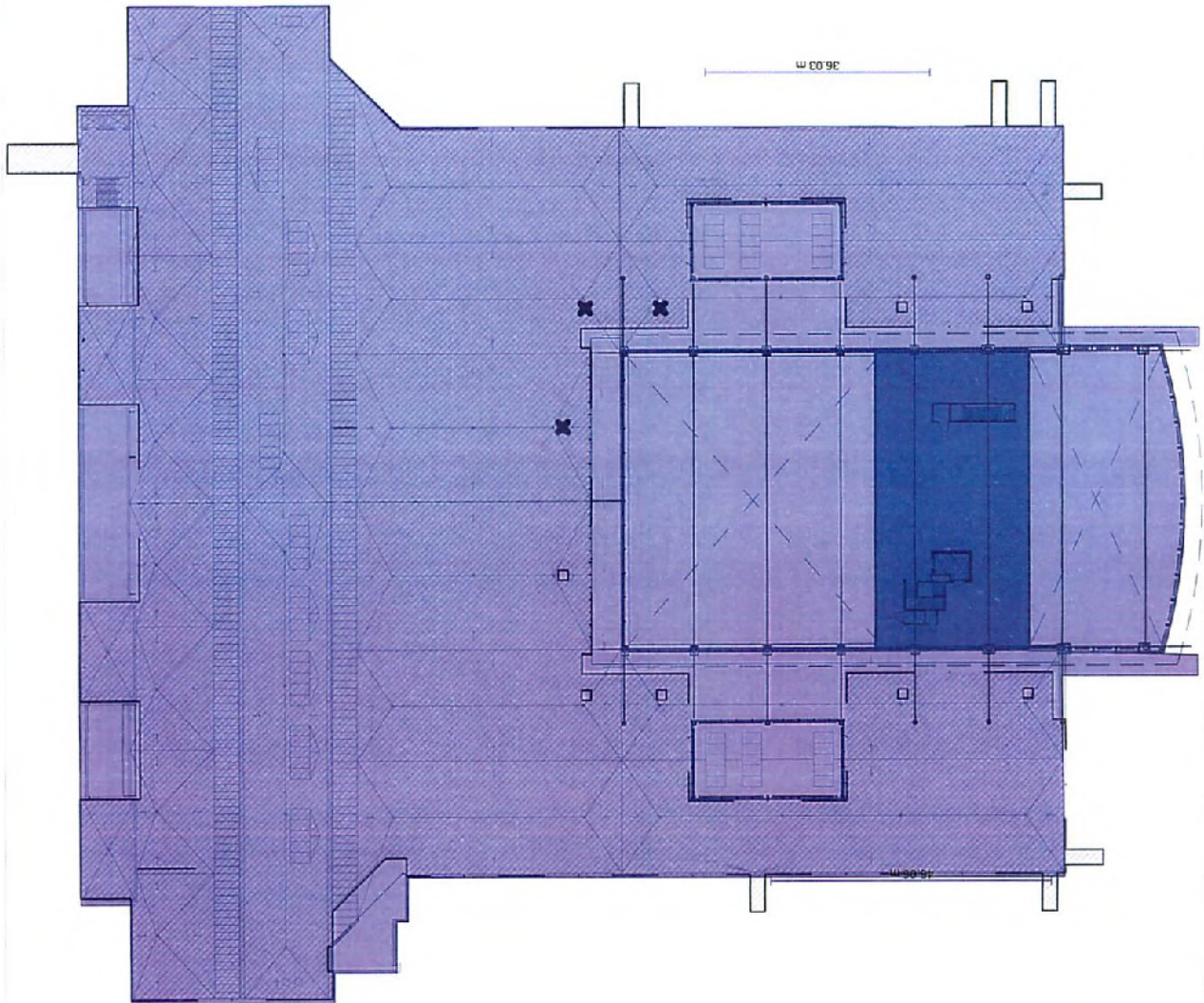








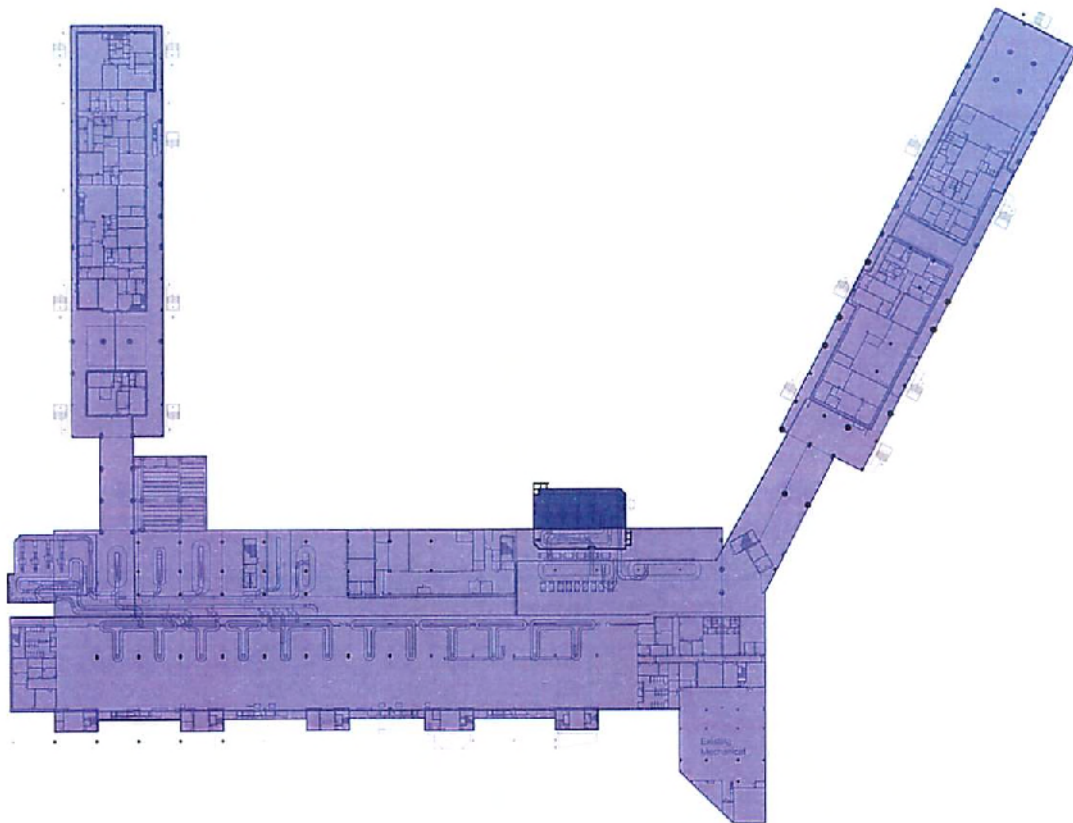
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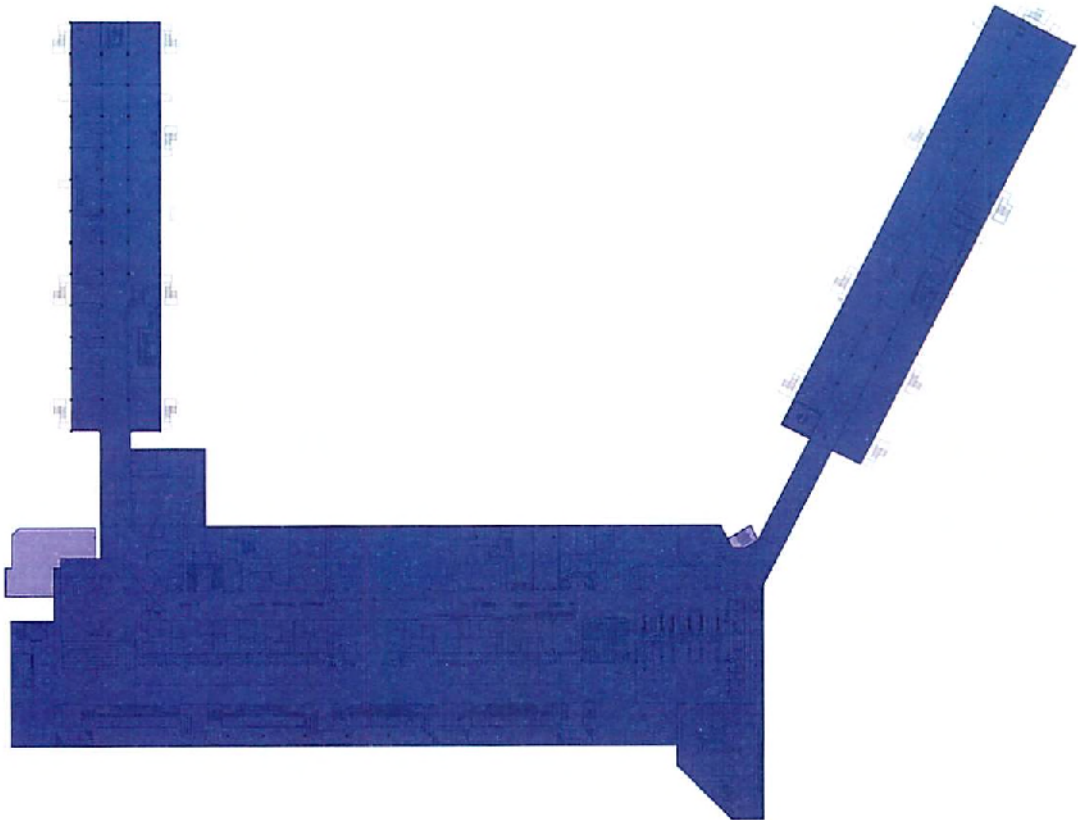
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LEVEL 3  
COURTROOM PLAN  
SCT. 200 - 200000

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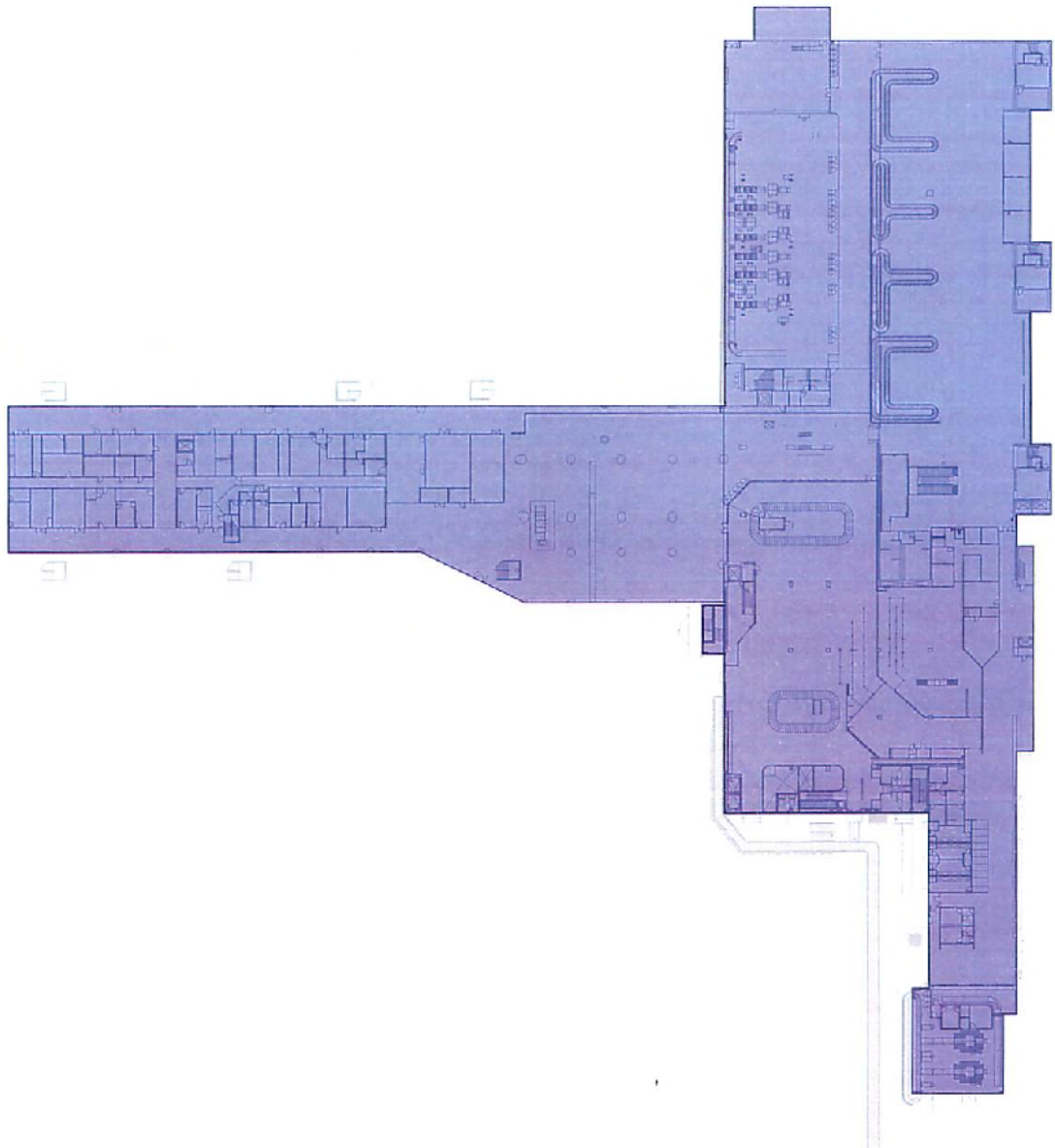




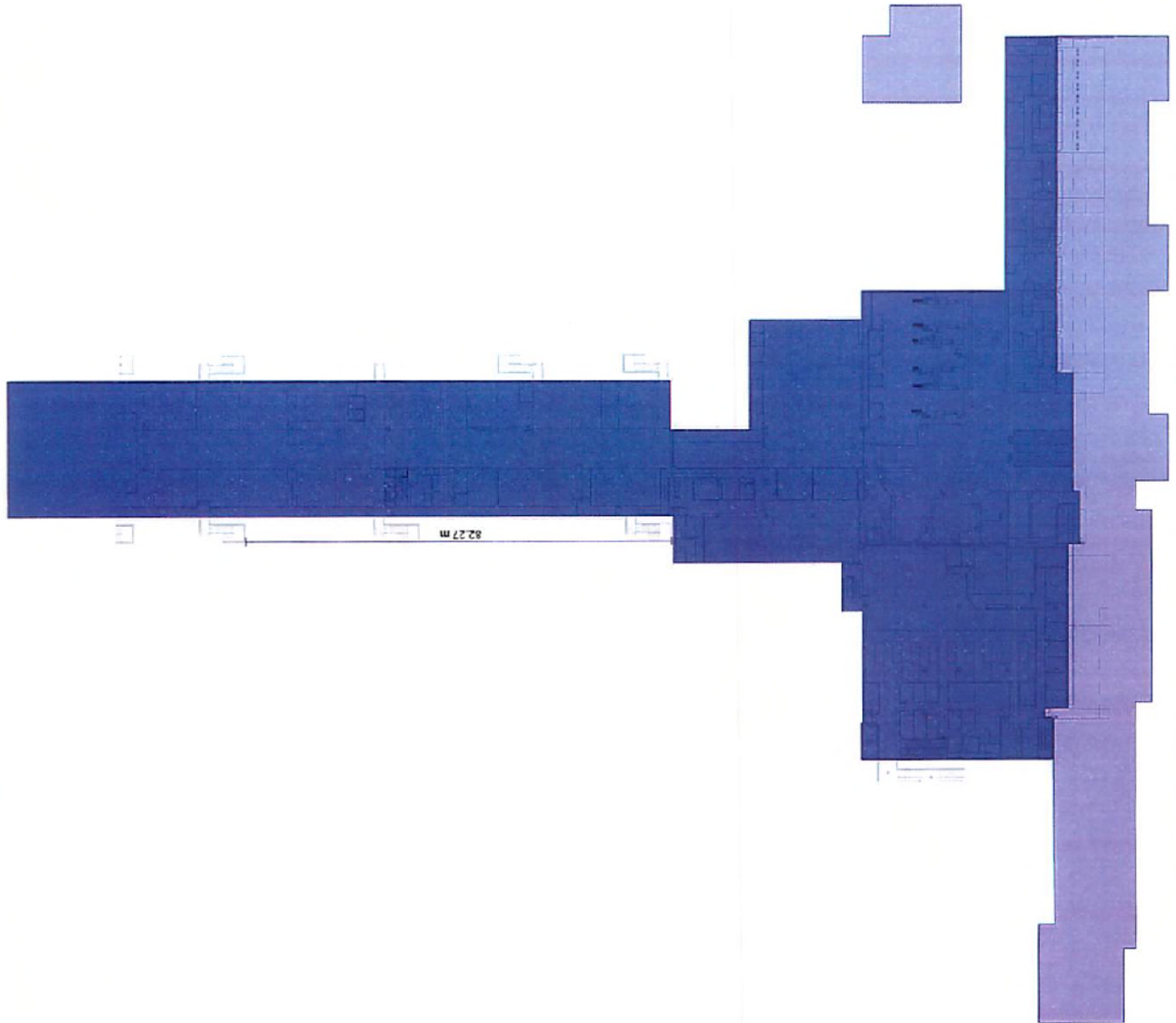
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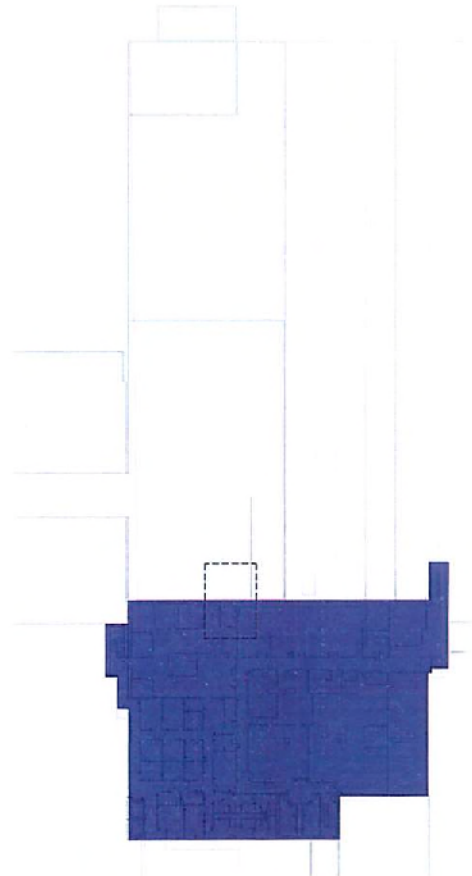
LEVEL 2



TERMINAL  
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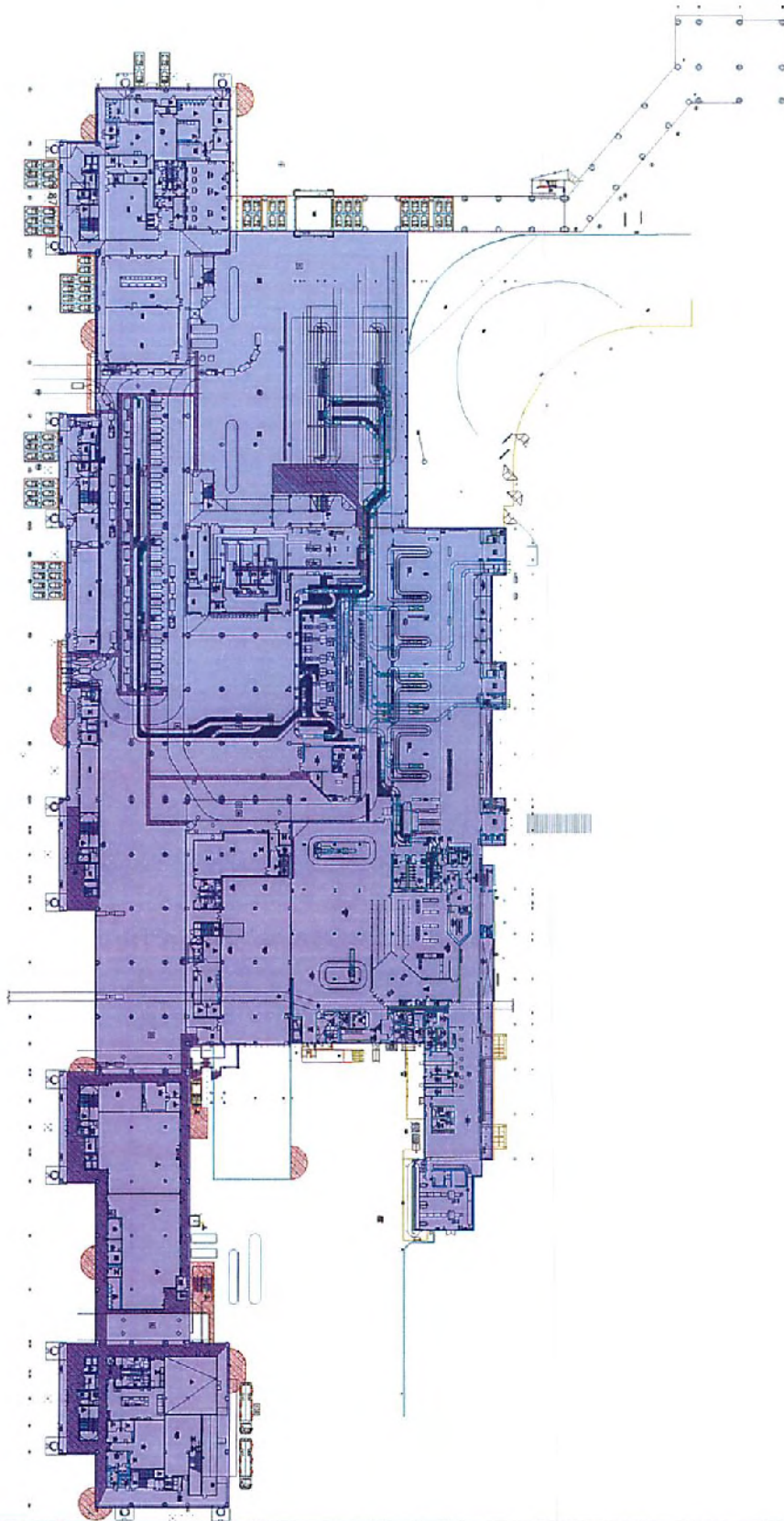


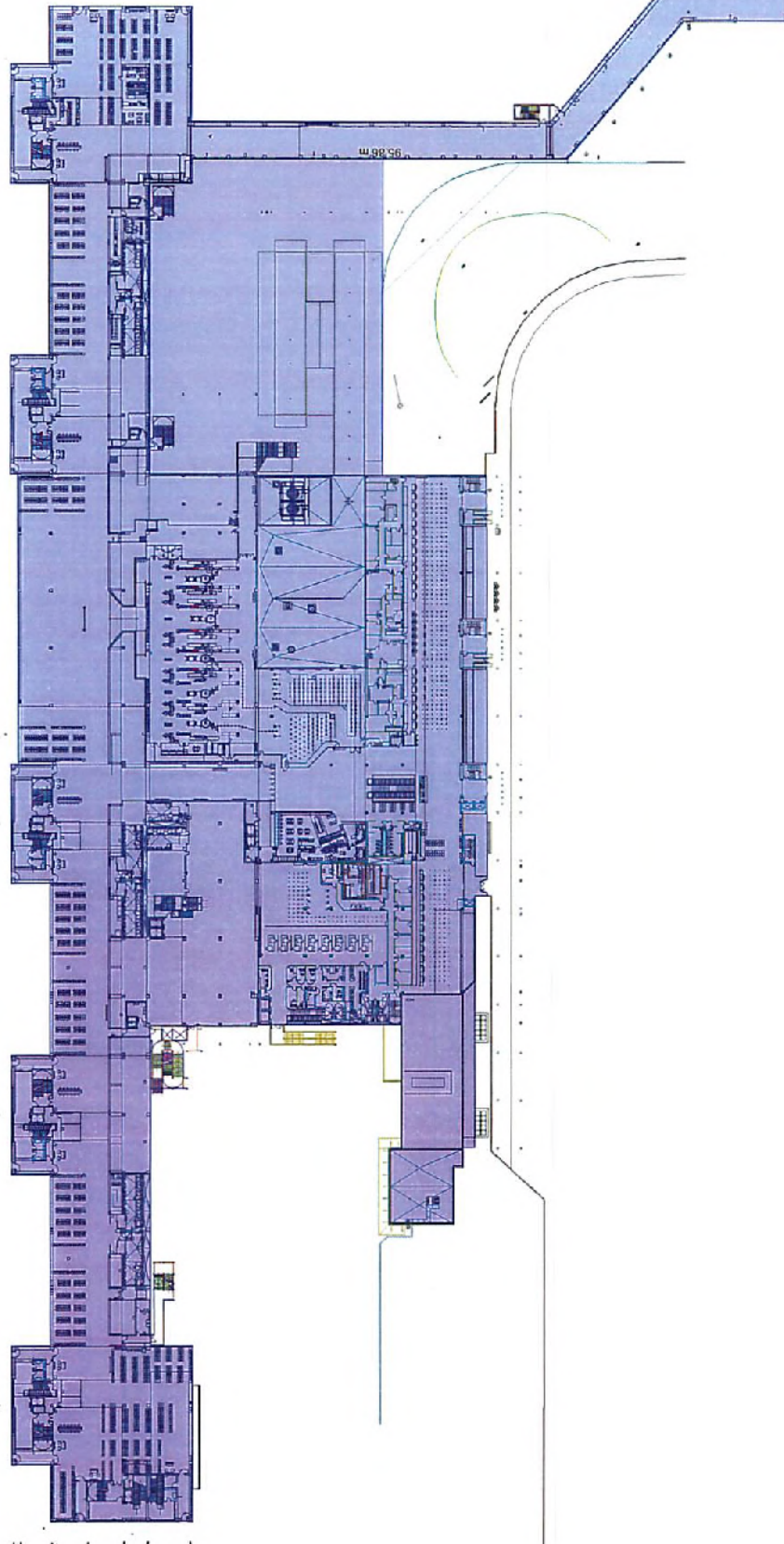
Level 2



TERMINAL 4  
LEVEL 3







## Exhibit B

### NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, Licensee, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.



6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## Exhibit C

**EXHIBIT C**

**Minimum Insurance Requirements for Wireless Agreements**

The following coverage's are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE 1. ALL COI's be submitted on an ACCORD 25 form 2. ALL deductibles are vendors responsibility 3. Self Insurance and SIR's are not approved	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY</b> [x] Commercial General Liability [x] Premises—Operations [x] Products/Completed Operations [x] Personal and Advertising Injury [x] Fire Legal Liability [x] mobile equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 5 mil	\$ 5 mil
	Personal Injury		
<b>AUTO LIABILITY</b> [ x] Comprehensive Form [x] Owned [x] Hired [x] Non-owned [x] Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 2 mil landside \$ 5 mil airside	
<b>EXCESS LIABILITY</b> [ ] Umbrella Form [ ] Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
[ ] Property			100% Replacement value
[x] Professional Liability and E&O 2 year extended reporting periods *if any llicensed professionals do work		\$2 mil	\$4 mil
[ ] Pollution including remediation and cleanup		\$	
[ x] WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	[x] STATUTORY Dollar values only:	**State exemption not accepted.	
		(each accident)	\$1mil
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability <b>Additional Insured: Broward County.</b> Also when applicable certificate should show <b>Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required.</b> Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLI,RFP, and project manager on COI.			

**NOTE \*** - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act  
**CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:**

Name & Address of Certificate Holder  
Broward County  
2200 SW 45th Street, Suite #101,  
Dania Beach, FL 33312 RE: D Wilson  
(wireless agreement)