# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	<u>6/24/22</u>
Contract/Lease Control #:	: <u>C22-3190-PW</u>
Procurement#:	<u>N/A</u>
Contract/Lease Type:	AGREEMENT
Award To/Lessee:	NEW CINGULAR WIRELESS PSC, LLC
Owner/Lessor:	OKALOOSA COUNTY
Effective Date:	07/01/2022
Expiration Date:	07/01/2024
Description of:	TEMPORARY SITE LICENSE
Department:	PW
Department Monitor:	AUTREY
Monitor's Telephone #:	850-689-7552
Monitor's FAX # or E-mail:	JAUTREY@MYOKALOOSA.COM
Closed:	

Cc: BCC RECORDS

## PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 780	Tracking Number: 46357
Procurement/Contractor/Lessee Name: Mew Cmgluar	Grant Funded: YESNOX
Purpose: TENP Ste herrige	
Date/Term: July 1,2024 1.	GREATER THAN \$100,000
Department #: 0100R 2.	GREATER THAN \$50,000
Account 362990 3. Amount: 2500.00 germanth 3.	\$50,000 OR LESS
Amount: 23500.00 germath	
Department: <u>PW</u> Dept. Monitor Name: <u>Aw</u>	7
<b>Purchasing Review</b> Procurement or Contract/Lease requirements are met:	
Quita man	Date: 76-14-23
Purchasing Manager or designee Jeff Hyde, DeRita Mason, J	
2CFR Compliance Review (if required)	
Approved as written: NO Rednal big Grant	Name:
Grants Coordinator Suzanne Ulloa	
	1
Approved as written: Sel mail dt	tach Forth-22
Risk Manager or designee Kristina LoFria	
County Allowers Deview	1
Approved as written: Se and Approved as written:	Date: (0-14-2022
County Attorney Lynn Hoshihara, Kerry Parsons or	
Approved as written:	
	Date:
IT Review (if applicable)	
Approved as written:	
	Date:
Revised September 22, 2020	

C22-3190-PW

#### **DeRita Mason**

From: Sent: To: Subject: Kristina LoFria Tuesday, June 14, 2022 7:19 AM DeRita Mason RE: Cellular on Wheels (COW) Okaloosa Island

DeRita,

Good morning, this is approved by Risk, no insurance element.

Thank You

Kristy Lofria

Okaloosa County BOCC-Risk Management-Safety Coordinator 302 N Wilson St Suite 301 Crestview, Florida 32536 <u>klofria@myokaloosa.com</u> 850-689-5979



For all things Wellness please visit: <u>http://www.myokaloosa.com/wellness</u>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com> Sent: Tuesday, June 14, 2022 7:05 AM To: Kristina LoFria <klofria@myokaloosa.com> Subject: FW: Cellular on Wheels (COW) Okaloosa Island

Good morning, Please review and approve the attached.

#### **DeRita Mason**

From:Zan FedorakSent:Monday, June 13, 2022 2:15 PMTo:DeRita MasonSubject:Cellular on Wheels (COW) Okaloosa IslandAttachments:15754523.Eglin Pkwy Relo.Draft Lease Temp Site. 061022LMH.docx

DeRita,

Attached is a lease for a temporary cellular device on Okaloosa Island. Lynn has approved below. I realize it is still in somewhat draft form but we are doing our best to get this on the agenda for June 21<sup>st</sup>. Can you please get Risk to take a look for us?

Thanks,

Zan

From: Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Sent: Friday, June 10, 2022 9:16 AM
To: Zan Fedorak <zfedorak@myokaloosa.com>; Craig Coffey <ccoffey@myokaloosa.com>
Subject: RE: Lease with ATT? or Cingular?

Zan,

I made a few more minor changes.

Lynn

From: Zan Fedorak <<u>zfedorak@myokaloosa.com</u>> Sent: Friday, June 10, 2022 9:16 AM To: Hoshihara, Lynn <<u>lhoshihara@ngn-tally.com</u>>; Craig Coffey <<u>ccoffey@myokaloosa.com</u>> Subject: RE: Lease with ATT? or Cingular?

Lynn,

AT&T sent revised plans that show the guy anchors within the 40'x40' area. I changed the lease to reflect the verified lease area. Craig is visiting the site today as well.

Thanks, Zan

From: Zan Fedorak <>
Sent: Thursday, June 9, 2022 1:41 PM
To: 'Hoshihara, Lynn' <<u>lhoshihara@ngn-tally.com</u>>; Craig Coffey <<u>ccoffey@myokaloosa.com</u>>
Subject: RE: Lease with ATT? or Cingular?

Lynn,

I revised the total area of the lease to 50'x50' based on the plans so it would include the guy anchors. I also clarified that there was not be no stationary generation on the site. Can you please take a fresh look to ensure I'm not missing anything? Craig plans to visit the site tomorrow.

Thanks, Zan

From: Hoshihara, Lynn <<u>lhoshihara@ngn-tally.com</u>> Sent: Monday, June 6, 2022 12:58 PM To: Craig Coffey <<u>ccoffey@myokaloosa.com</u>>; Zan Fedorak <<u>zfedorak@myokaloosa.com</u>> Subject: RE: Lease with ATT? or Cingular?

I made a few other minor tweaks. Craig brings up some very good questions, which will need to be posed to AT&T.

From: Craig Coffey <<u>ccoffey@myokaloosa.com</u>> Sent: Monday, June 6, 2022 10:31 AM To: Zan Fedorak <<u>zfedorak@myokaloosa.com</u>>; Hoshihara, Lynn <<u>lhoshihara@ngn-tally.com</u>>; <u>lhoshihara@myokaloosa.com</u> Subject: Lease with ATT? or Cingular?

## Zan/Lynn

Here are my edits which really seek to nail it down to a 30 by 30 site versus a license for the who property and exactly what they are doing. They show different locations of the site. The is no mention of fence (height, type, barbwire) There is no mention of generator, or fuel for said generator is this planned. Also where is the electric easement necessary and where is that coming from – aerial, underground etc. The exhibits in B need a 30 by 30 site layout plan/sketch and need to be redone to be more professional on the location on the aerial.

### Craig

#### Craig Coffey

Deputy County Administrator Okaloosa County Administrator's Office 1250 N Eglin Pkwy, Suite 102 | Shalimar, FL 32579 P: 850.609.6136 | Fax: 850.651.7551 MyOkaloosa.com | Facebook | Twitter |



Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

### CONTRACT #: C22-3190-PW NEW CIGNULAR WIRELESS PSC, LLC TEMPORARY SITE LICENSE EXPIRES: 07/01/2024

#### **TEMPORARY SITE LICENSE**

LICENSOR:	Okaloosa County Board of County Commissioners
LICENSEE:	New Cingular Wireless PCS, LLC and its affiliates
TERM:	July 1, 2022 through July 1, 2023 as may be extended pursuant to this License.
LICENSE FEE:	\$2,500.00 per month (prorated for any partial month)
COMMENCEMENT DATE:	July 1, 2022
LICENSED SITE:	Eglin Pkwy Relo / 15754523 105 Santa Rosa Blvd Fort Walton Beach, FL 32548

1. License of Site. During the Term hereof, Licensor hereby licenses a certain portion of Licensor's property (the "**Property**") at the Licensed Site and grants to Licensee the right to install, operate and maintain at Licensee's expense and risk, temporary communications transmitting and receiving equipment, including antennas, poles, masts, transmission line(s), vehicles and accessories (collectively, the "**Equipment**") at the Licensed Site in accordance with Okaloosa County rules and regulations. Licensee shall at all times have the unrestricted right to enter or leave the Licensed Site with full and complete access to its Equipment on a 24-hour, seven (7) day per week basis. At its discretion, Licensee may take at its expense measures and precautions necessary to protect the Equipment. Equipment shall be limited to one temporary tower not to exceed the height shown in the attached drawings in Attachment A. The licensed site shall be only for a 400ft by 40ft site (a portion of the Property), at the location as shown on the sketch in Attachment B. No stationary generation shall be used on the site.

2. License Fee. Within thirty (30) days after the date of this License, Licensee shall pay Licensor the License Fee for the first full month of the Term plus, if the Term shall commence on a date other than the first day of a month, the prorated License Fee due for such initial partial month. The License Fee for each subsequent month shall be due and payable in full by not later than the first day of that month.

**3.** Extension of Term. The Term of this License may be extended for one additional period of twelve months upon the same terms and conditions by written agreement of the parties. If Licensee remains in possession of the Licensed Site after the expiration of this License, then Licensee will be deemed to be occupying the Licensed Premises on a month-to-month basis as a holdover Licensee at which time monthly rent shall increase to \$4,000.00 per month. In no event shall the Licensee be permitted to use the Licensed Site for greater than twenty-four (24) months or July 1, 2024, whichever is less. Either party may terminate this License upon providing the other party sixty (60) days written notice of such termination.

4. Removal of Equipment and Site Condition. Except as set forth herein, Licensee takes the Licensed Site as it finds it and Licensor shall have no responsibility for its condition or any damage suffered by Licensee or any other person due to such condition. Unless otherwise mutually agreed by the parties, Licensee shall remove all of the Equipment prior to the end of the Term, and any extensions thereof, and shall leave the Licensed Site in substantially the same condition that existed as of the date of this License, ordinary wear and tear and occurrences for which Licensee is not responsible hereunder, excepted.

Site Name: \_\_\_\_\_\_ Site No: \_\_\_\_\_

5. Indemnification; No Consequential or Indirect Damages. Licensee shall indemnify and hold Licensor harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Property by Licensee or its employees or agents, provided, however, Licensee shall have no obligation to indemnify or hold harmless against any such liabilities and losses as may be due to or caused by the acts or omissions of Licensor or its employees or agents. Licensor shall indemnify and hold Licensee harmless against any liability or loss from personal injury or property damage resulting from or arising out of (1) the use or occupancy of the Property by Licensor or its employees or agents or (2) contamination of the Property subsurface or structures with hazardous substances; provided, however, Licensor shall have no obligation to indemnify or hold harmless against any be due to or caused by the acts or omissions of Licensee or its employees or agents or (2) contamination of the Property subsurface or structures with hazardous substances; provided, however, Licensor shall have no obligation to indemnify or hold harmless against any such liabilities and losses as may be due to or caused by the acts or omissions of Licensee or its employees or agents. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensor and Licensee each waives any claims that each may have against the other with respect to consequential, incidental, punitive or special damages, however caused, based on any theory of liability. Nothing herein shall be construed as a waiver of the Licensor's sovereign immunity under section 768.28, Florida Statutes.

6. Operation of Equipment. Licensee will install, operate and maintain its Equipment in accordance with applicable laws and regulations so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any radio or television transmitting or receiving equipment whether or not such equipment is located on the Licensed Site. In the event that Licensee's Equipment causes interference with other radio or television transmissions, Licensee will promptly take all reasonable steps necessary to correct and eliminate the same. If Licensee is unable to eliminate the interference within a reasonable period of time, Licensee agrees to remove the Equipment from the Licensed Site and this License shall be terminated

7. Assignment. Licensee shall have the right to assign this License to any present or future affiliate, subsidiary, or parent corporation of Licensee, upon written consent of Licensor.

8. Electrical Service/Telephone Service. Licensee agrees, at Licensee's sole cost and expense, to pay for the electric service and fees needed for the operation of Licensee's equipment. Licensor agrees to grant the electric utility company any necessary permission, including temporary easement, for the electric line and meter installation, should the electric utility company require written permission or temporary easement.

9. Damage to Licensed Site. If the Licensed Site or any portion thereof is damaged for any reason so as to render the Licensed Site unusable for Licensee's intended purpose, the License Fee shall abate for such period as the Licensed Site is unusable. In addition, Licensee may, at its option, elect to terminate this Agreement.

10. Notices. Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery, or by certified mail in a sealed envelope, postage prepaid,

addressed in the case of Licensor to:

Okaloosa County Attn: County Administrator 1250 N. Eglin Parkway Shalimar, FL 32579

Site Name: \_\_\_\_\_\_ Site No: \_\_\_\_\_\_

With Additional Copy to:

Okaloosa County Attn: Property Manager 1759 S. Ferdon Boulevard Crestview, FL 32536

and addressed in the case of Licensee, to:

New Cingular Wireless PCS, LLC Attn: Attn: Network Real Estate Administration New Cingular Wireless PCS, LLC 1025 Lenox Park Blvd NE, 3rd Floor Atlanta, 6A 30319 770-582-8228

With a copy to Licensee's Regional Counsel:

Network Legal Counsel 208 S. Akard Street Dallas TX, 75202-4206

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

12. Prior Negotiations. This License constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede all prior offers, negotiations and agreements.

13. Amendment. No revision of this contract shall be valid unless made in writing and signed by duly authorized officers or representatives of Licensee and Licensor.

14. Licensor and LicenseeRepresentations. Licensor represents and warrants that it owns or otherwise controls the Licensed Site during the Term of this License and that Licensor has full authority to execute and deliver this License. Licensee's signatory below represents and warrants that they have the full authority to sign and agrees to fully adhere to the terms and conditions of the agreement.

15. Governing Law. This Agreement shall be construed and governed in accordance with the rules and regulations of Okaloosa County, Florida and the laws of the State of Florida.

16. Venue. The venue for any legal proceedings related to this agreement shall be in Okaloosa County, Florida, or at another location mutually agreed upon by the Parties.

17. Third Party Beneficiaries - It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Site Name: \_\_\_\_\_ Site No: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this License as of the \_\_\_\_ day of June\_, 2022\_.

LICENSOR:

Okaloosa County By: Mel Ponder Chairman By:



Its Manager By: (

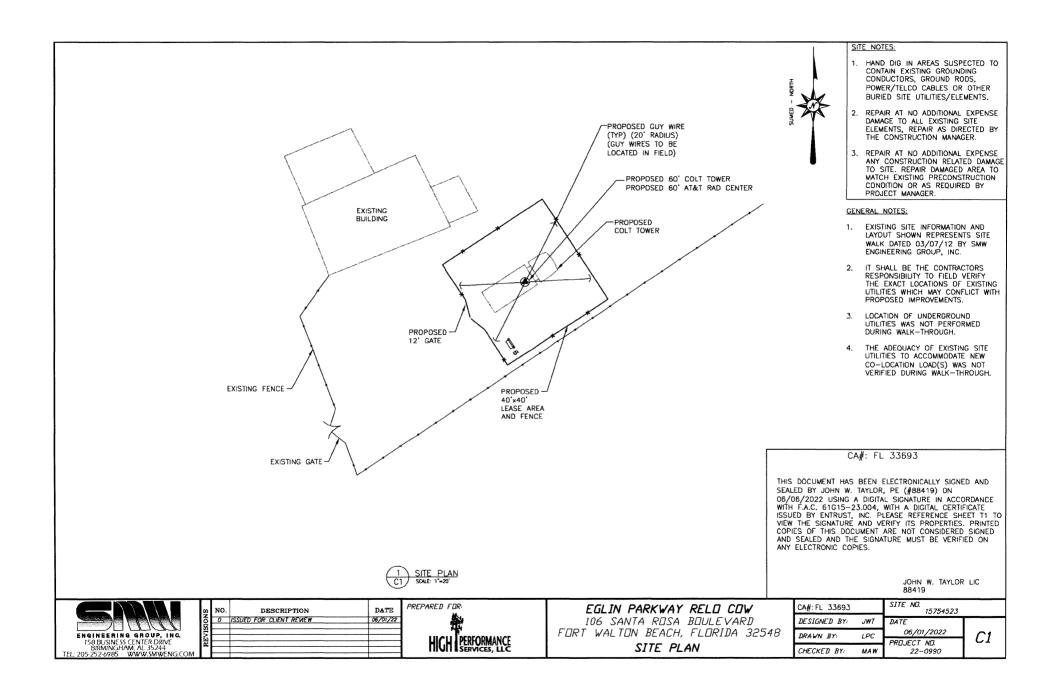
Name: Bryan Coleman Title free Manager CHE

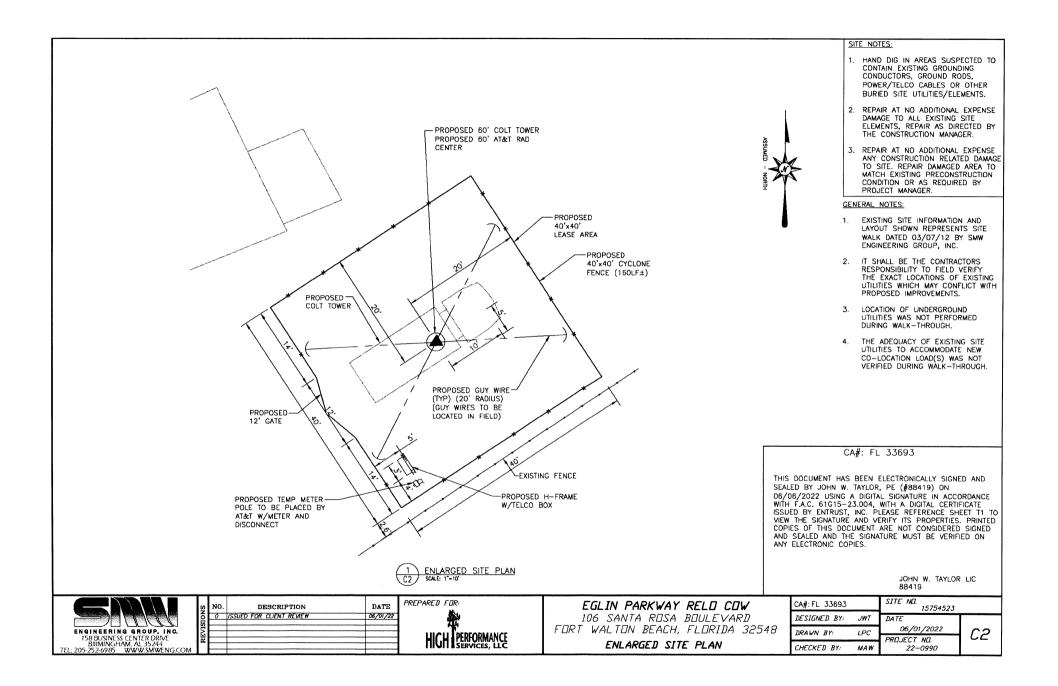
LICENSEE:

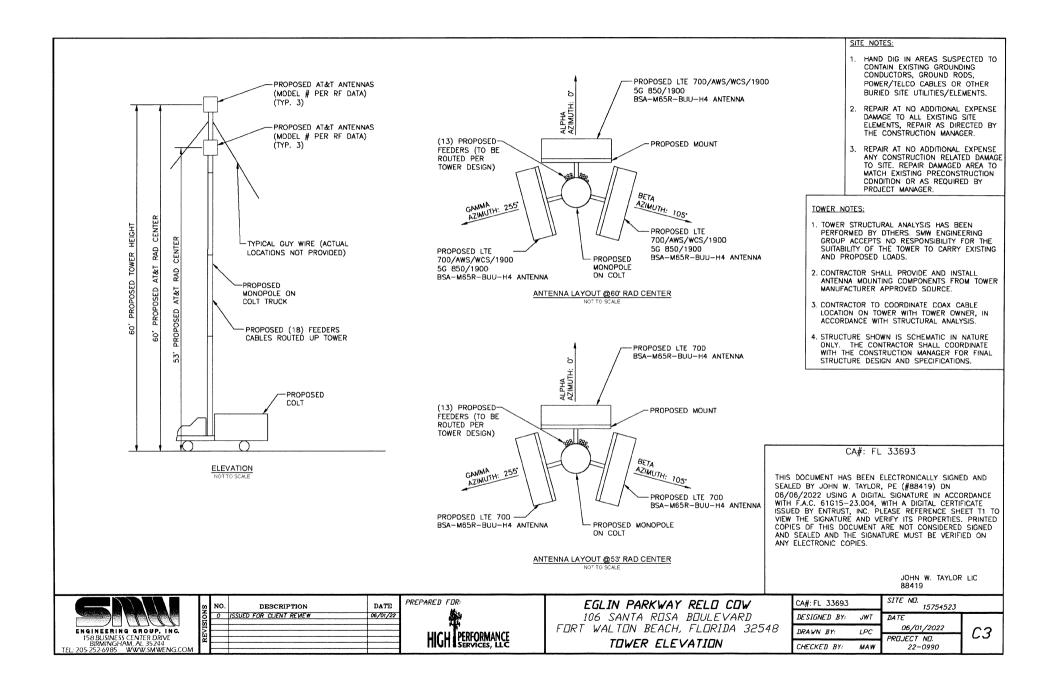
New Cingular Wireless PCS, LLC By: AT&T Mobility Corporation

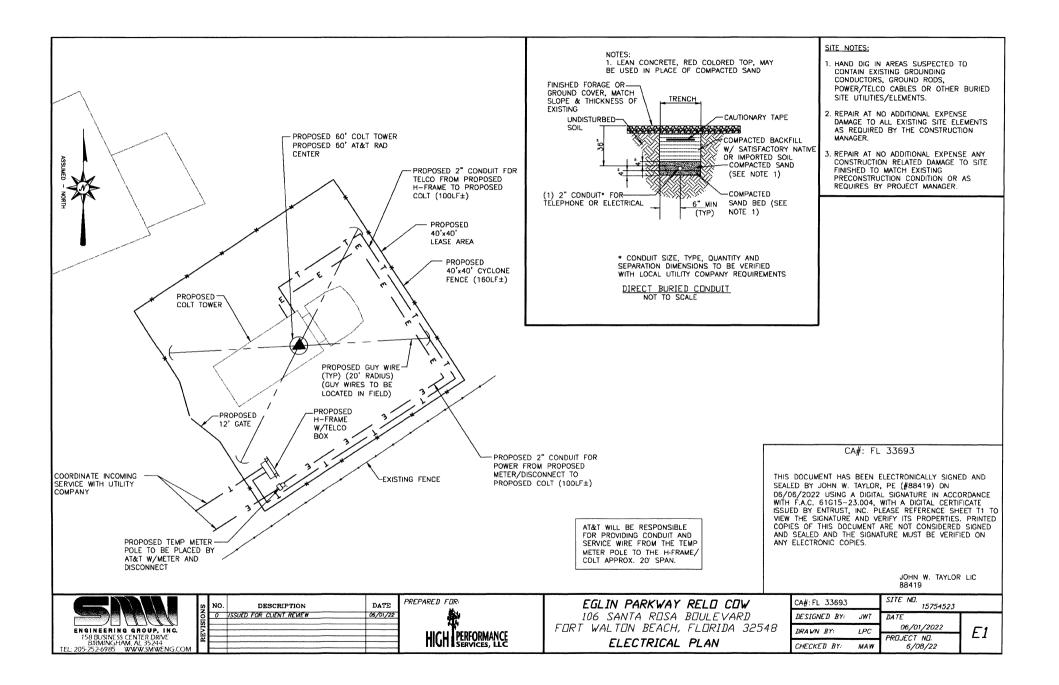
Streamline

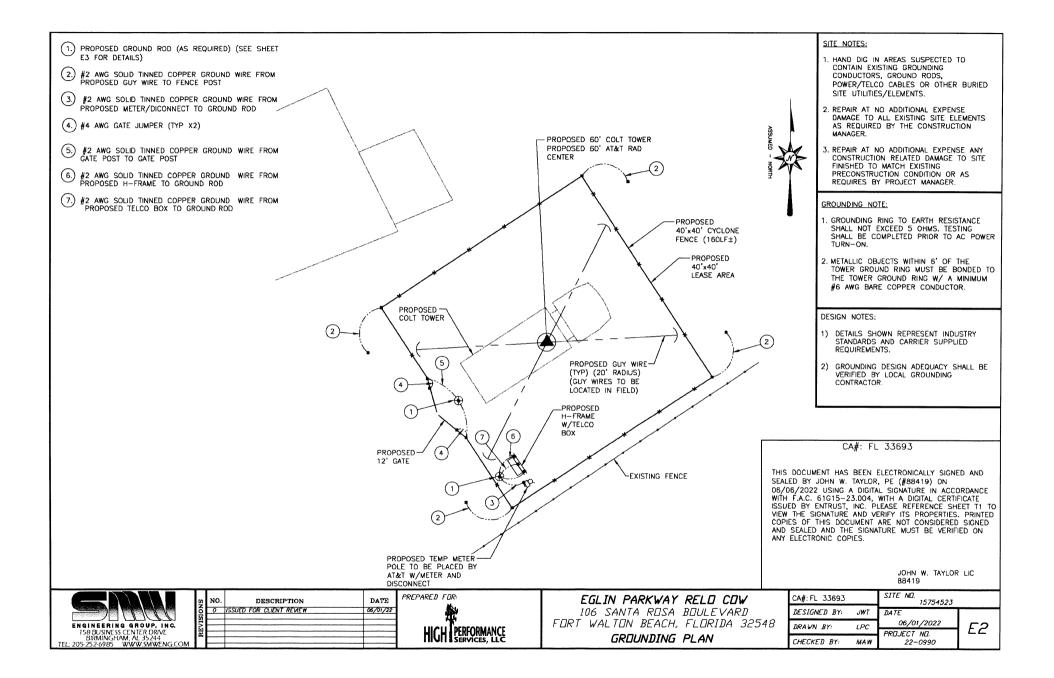
		ATTACHMENT A							
PROJECT INFORMATION								IG INDEX	
TOWER TYPE: COLT TOWER	SITE DE	VELOPM	IENT PLA	ANS FO	R	T1	TITLE SHEET	0	
LAND: CO-LOCATE					-	C1 C2	SITE PLAN ENLARGED SITE PLAN	0	
TAX MAP #: N/P						C2 C3	TOWER ELEVATION	0	
SITE NAME: EGLIN PARKWAY RELO COW			) atat	-		E1	ELECTRICAL PLAN	0	06/01/2022
ADDRESS: 106 SANTA ROSA BOULEVARD	_		at&1			E2	GROUNDING PLAN	0	
FORT WALTON BEACH, FLORIDA 3254	3			-		E3	GROUNDING DETAILS	0	06/01/2022
LATITUDE: N 30° 23' 50.864"(NAD 83) LONGITUDE: W 86° 36' 00.265"(NAD 83)									
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158 BUSINESS CENTER DRIVE	Hilton Garden Inn 🌍 Ft. Waiton Beach	(A)	AND MERGE ONTO	FL-85 S, 0.8 MILES. 35 S/EGLIN PKWY, 7.2	KEEP LEFT TO	1 //		A ONE-CALL	
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CONTACT: JOHN TAYLOR	Waltón Beach a	n IHG	SANTA ROSA BLVD.	RACLE STRIP PKWY SE 381 FT. TURN RIGHT,	DESTINATION WILL			EFORE YOU DIG	
PHONE: 205-795-3682			BE ON THE LEFT.						
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PHONE:									
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SMW ENGINEERING PROJECT NO .: 22-0990						]]		JOHN W. TAYL 88419	LOR LIC
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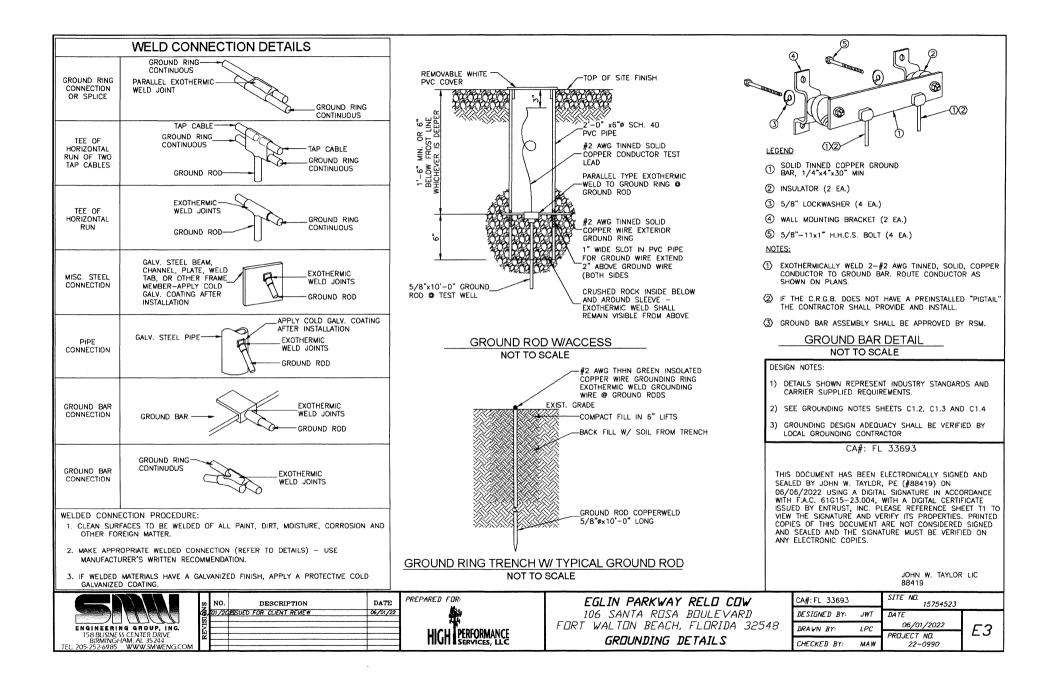


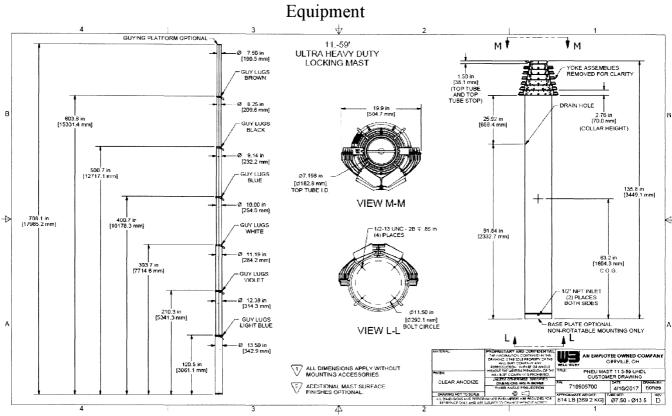






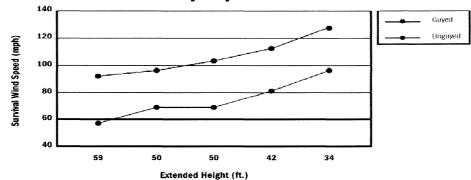






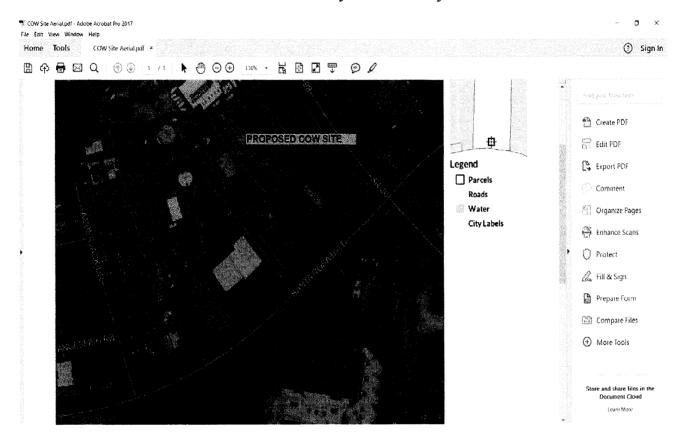
ATTACHMENT A

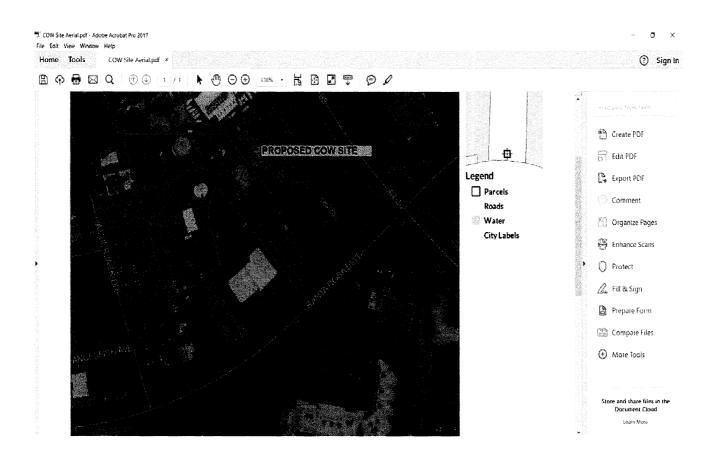
Ultra Heavy Duty 11.3-59



11.3-59 UHDL P/N 710905700,	Extended	Unguyed	Guy	Guy	Mast	Guyline	Guyed	Payload			
TUBE SET 13.5" - 7.5"	Height	SWS	Levels	Radius	Guy Points	Diameter	SWS	(1) MS-12 6DB180-A			
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7.5" Tube Retracted		69 (mph)	2	50 (ft.)	Pletform, 91%" collar	Via (inches)	96 (mph)	Total Payload Weight	29 4 FT2		
	50.4 (ft.)		2		Platform, 9%" collar	1/4 (inches)	115 (mph)		914 lbs		
	1		1		Platform	1/4 (inches)	104 (mph)		36" above top of mast		
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Attachment B Site Location and 40ft by 40ft Site Layout Sketch





## Site Location and 40ft by 40ft Site Layout Sketch