

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/16/2023

Contract/Lease Control #: C24-3919-AP

Procurement#: NA

Contract/Lease Type: CONTRACT - AGREEMENT

Award To/Lessee: T-MOBILE SOUTH, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/16/2023

Expiration Date: 11/15/2028 W/ 7 (5 YEAR RENEWALS)

Description of: BASIC WIRELESS AGREEMENT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

C24-3919-AP
145-28

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: T30 Tracking Number: 496023

Procurement/Contractor/Lessee Name: T-mobile South, LLC Grant Funded: YES ___ NO X

Purpose: [redacted]

Date/Term: 5yrs 7 5yr terms 1. GREATER THAN \$100,000

Department #: 42103 2. GREATER THAN \$50,000

Account #: 344187 3. \$50,000 OR LESS

Amount: Revenue

Department: Airport Dept. Monitor Name: Stage

Purchasing Review

Procurement or Contract/Lease requirements are met: [redacted] Date: 8-21-23

Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no Federal ent Grant Name: _____ Date: _____

Grants Coordinator: Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 8-24-23

Risk Manager or designee: Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 9-15-23

County Attorney: Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Allyson Oury
Sent: Thursday, August 24, 2023 1:35 PM
To: Odessa Cooper-Pool
Cc: Jacqueline Matichuk; DeRita Mason
Subject: RE: T-Mobile Draft Agreement

Thank you for the explanation/reasoning. I'll work on it.

Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County

From: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Sent: Thursday, August 24, 2023 1:34 PM
To: Allyson Oury <aoury@myokaloosa.com>
Cc: Jacqueline Matichuk <jmatichuk@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Subject: RE: T-Mobile Draft Agreement

Hello Allyson,

Auto I would keep for when repair techs come out to adjust, do maintenance, etc. and they have their vehicles on our property. Personal and advertising injury covers in case they offend someone, copyrights a product, or something in that realm. I am not sure, but if their antennas are exposed with a logo that could "offend" someone or we let them advertise their cell phone service using their logo or name, then we should have something that covers us. I would leave them in the contract.

Thanks,
Odessa

From: Allyson Oury <aoury@myokaloosa.com>
Sent: Thursday, August 24, 2023 1:15 PM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Cc: Jacqueline Matichuk <jmatichuk@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Subject: RE: T-Mobile Draft Agreement

Ok, I'll work on this and I'll have to send it back through T-Mobile as, even though the coverages aren't changing significantly from the original draft, the insurance section went from one paragraph to four pages, so I know they'll need to approve. ☺ Would Business Auto and/or Personal/Advertising Injury be applicable in this situation? We did not require it in the first draft.

DeRita, I'll wait to see if there are any legal revisions so that I only have to send it back once.

Thank you all,

Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County

From: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Sent: Thursday, August 24, 2023 12:13 PM
To: Allyson Oury <aoury@myokaloosa.com>
Cc: Jacqueline Matichuk <jmatichuk@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Subject: RE: T-Mobile Draft Agreement

So, how about this. They are still required to have the liability limits, so could we on page 5 section 16. Required Insurance: T-Mobile agrees, at its own expense, to maintain insurance requirements provide in (attachment c : I think that was the next one). We could go by General Services insurance reqs for leases and put them in Section C. This still covers if someone gets hurt doing work, property damages (we can up the limits to \$2M like it was edited to on page 6), and it will keep all other limits lower than construction.

The main thing I am trying to accomplish is updating of the wording. We need a Waiver of Subrogation for Worker's Comp. and all of the past COIs were only applying it to the other liabilities. The new wording in our insurance templates covers all of the changes we needed to update. It would be easier to me to insert as an attachment rather than trying to re-word the whole section.

Thanks,
Odessa

From: Allyson Oury <aoury@myokaloosa.com>
Sent: Thursday, August 24, 2023 11:32 AM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Cc: Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: RE: T-Mobile Draft Agreement

I just talked with Carol, our IT specialist, and she confirmed that this is not construction. Their equipment swap out will be essentially plug and play.

Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County

From: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Sent: Thursday, August 24, 2023 11:25 AM
To: Allyson Oury <aoury@myokaloosa.com>
Cc: Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: RE: T-Mobile Draft Agreement

So, they will basically be doing construction for removal and installation. Will this be inside the terminals or outside or both? Do to the construction nature of this contract, we need them to carry insurance for incidents that could occur. In truth, they should have the \$5 million construction services because it is the airport, but I am "assuming" the devices they are installing are rather small and will only be in the terminals. Is that correct? Or will this be a bigger project?

Thanks,
Odessa

From: Allyson Oury <aoury@myokaloosa.com>
Sent: Thursday, August 24, 2023 11:14 AM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Cc: DeRita Mason <dmason@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: RE: T-Mobile Draft Agreement

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, September 15, 2023 12:54 PM
To: DeRita Mason; Lynn Hoshihara
Cc: Allyson Oury; Kimberly Lyle
Subject: RE: T-Mobile Draft Agreement

DeRita:

The automatic renewals need to be removed. I will defer to Risk Management to comment on the requirement for commercial general liability. I did not have concern with their other revisions.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson^{PC}**

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Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, September 13, 2023 7:00 AM
To: lhoshihara@myokaloosa.com
Cc: Parsons, Kerry <KParsons@ngn-tally.com>; Allyson Oury <aoury@myokaloosa.com>; Kimberly Lyle <klyle@myokaloosa.com>
Subject: FW: T-Mobile Draft Agreement
Importance: High

Good morning,
I just wanted to follow-up on this review from the airport.
Thank you,

DeRita Mason

CUSTOM NETWORK BASIC WIRELESS AGREEMENT
AT THE DESTIN – FORT WALTON BEACH AIRPORT

This Custom Network Basic Wireless Agreement (this “Agreement”) is made this 16th day of November, 2023 (the “Effective Date”) by and between T-Mobile South, LLC a Delaware limited liability company, and foreign entity certified to conduct business in the State of Florida, whose principal address is 12920 SE 38th Street, Bellevue, WA 98006 (hereinafter referred to as “T-Mobile”), and OKALOOSA COUNTY, a political subdivision of the State of Florida, whose principal address is 1250 N. Eglin Parkway, Suite 100, Shalimar, FL (hereinafter referred to as “COUNTY”).

WITNESSETH:

WHEREAS, T-Mobile requests to install in-building distributed antenna system (DAS) and will use the leased premises for operation and maintenance of the DAS;

WHEREAS, County agrees to allow T-Mobile to install the DAS so T-Mobile subscribing passengers will have cellular service inside the Airport terminal building.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **PROPERTY:** COUNTY owns and has the right to lease certain property and improvements thereon located at 1701 State Road 85 North, Eglin Air Force Base, Florida 32542-1498, which is commonly known as the Destin – Fort Walton Beach Airport (the “Property”).

2. **LEASED PREMISES:** COUNTY hereby leases to T-Mobile, and T-Mobile hereby leases from COUNTY, the following portions of the Property (hereinafter referred to as “Leased Premises”):

a. Various locations in the airport terminal for the installation of the T-Mobile in-building distributed antenna system (“DAS”) and for the placement of T-Mobile’s Equipment as defined below. The DAS components and design principals are described and/or depicted on the attached Exhibit “A” and incorporated herein by reference.

b. Together with such rights of way and easements on, over, across and through the Property for access to the Leased Premises and for the installation, operation, maintenance, repair or replacement of wires, cables, and electrical support equipment necessary for the permitted use including, but not limited to, access to telephone and electric utilities.

3. **USE/EQUIPMENT:** The Leased Premises may be used by T-Mobile for the installation, operation, maintenance, upgrade, and replacement of the DAS, which shall include microcell(s), rerad(s) or other similar or comparable in-building radio-distribution devices and the

antennas serving them together with cables, fibers or the equivalent connecting them (collectively, "Equipment"). The DAS and the Equipment are personal property of T-Mobile and T-Mobile shall at all times own and control them. COUNTY shall inform any purchaser or mortgagee of the Leased Premises of this Agreement and that all equipment forming a part of the DAS and Equipment shall be and remain the property of T-Mobile under all circumstances, under T-Mobile exclusive control, free and clear of any liens or encumbrances other than those permitted by T-Mobile, and shall be deemed to be and remain personal property and not part of the real estate on which the same are located.

COUNTY expressly acknowledges and agrees that T-Mobile shall have the right to install exterior antennas as part of the DAS, as part of the initial installation contemplated under this Agreement, and as part of any future modifications upon approval of the COUNTY (such approval not to be unreasonably withheld, conditioned, or delayed).

4. TERM: This Agreement shall be effective as of the Effective Date, provided however, the initial term of this Agreement shall be for five (5) years (the "Initial Term") beginning on the Commencement Date (as hereinafter defined). This Agreement may be renewed and extended upon mutual written agreement of the parties, for up to seven (7) additional consecutive terms of five (5) years each (the "Renewal Terms") The Initial Term and the Renewal Term(s), if any, are collectively referred to as the "Term".

5. RENT: Beginning on the Commencement Date, T-Mobile shall pay COUNTY a total annual rent of SIX THOUSAND NINE HUNDRED and NO/100 DOLLARS (\$6,900.00) plus tax to be paid in equal monthly installments of FIVE HUNDRED SEVENTY-FIVE and NO/100 DOLLARS (\$575.00). The monthly rental payment is due in advance and will be mailed to COUNTY on or before the first day of each month. Rent shall be payable to COUNTY at COUNTY's address specified in this Agreement. The Agreement shall commence based upon the date T-Mobile commences installation of the DAS at the Leased Premises. In the event the date T-Mobile commences installation of the DAS at the Leased Premises falls between the 1st and the 15th of the month, the Agreement shall commence on the 1st of that month, and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (the "Commencement Date"). COUNTY and T-Mobile agree that they shall acknowledge the Commencement Date in writing. COUNTY and T-Mobile acknowledge and agree that initial rental payment(s) shall not actually be sent by T-Mobile until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, T-Mobile shall send to the COUNTY the rental payments for January 1 and February 1 by February 13. Upon agreement of the parties, T-Mobile may pay rent by electronic funds transfer and, in such event, COUNTY agrees to provide to T-Mobile bank routing information for such purpose upon request of T-Mobile. Throughout the Term, the annual rental shall increase at the beginning of each five (5) year Renewal Term such that the annual rental shall equal 15% of the annual rental paid during the immediately preceding five (5) year Initial Term or Renewal Term, as applicable.

COUNTY hereby agrees to provide to T-Mobile certain documentation (the "Rental Documentation") evidencing COUNTY's interest in, and right to receive payments under this

Agreement, including without limitation: (i) documentation, acceptable to T-Mobile in T-Mobile's reasonable discretion, evidencing COUNTY's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to T-Mobile, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by T-Mobile in T-Mobile's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from T-Mobile, COUNTY agrees to provide updated Rental Documentation in a form reasonably acceptable to T-Mobile. The Rental Documentation shall be provided to T-Mobile in accordance with the provisions of and at the address given in Paragraph 31. Delivery of Rental Documentation to T-Mobile shall be a prerequisite for the payment of any rent by T-Mobile and notwithstanding anything to the contrary herein, T-Mobile shall have no obligation to make any rental payments until Rental Documentation has been supplied to T-Mobile as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of COUNTY shall provide to T-Mobile Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from T-Mobile, any assignee(s) or transferee(s) of COUNTY agrees to provide updated Rental Documentation in a form reasonably acceptable to T-Mobile. Delivery of Rental Documentation to T-Mobile by any assignee(s), transferee(s) or other successor(s) in interest of COUNTY shall be a prerequisite for the payment of any rent by T-Mobile to such party and notwithstanding anything to the contrary herein, T-Mobile shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of COUNTY until Rental Documentation has been supplied to T-Mobile as provided herein.

6. **TERMINATION:** This Agreement may be terminated without cause by the COUNTY upon sixty (60) days prior written notice to T-Mobile. Additionally, T-Mobile may terminate this Agreement upon ninety (90) days' written notice to the COUNTY if T-Mobile determines that the Premises are no longer needed for T-Mobile's operations. Upon termination, T-Mobile will owe rent through the date of termination only.

7. **APPROVALS:** COUNTY agrees to cooperate with T-Mobile, at T-Mobile's sole expense, in obtaining any approvals or permits required by T-Mobile for its use of the Leased Premises. T-Mobile shall be responsible for any cost or expense associated with obtaining any approval or permit associated with its use of the Leased Premises.

8. **INSPECTIONS:** Prior to the Initial Term, T-Mobile may conduct such surveys, tests and inspections as T-Mobile considers reasonably necessary or desirable in connection with the intended use of the Leased Premises. If T-Mobile discovers that any of the foregoing are not acceptable to T-Mobile between the date of this Agreement and the Commencement Date, T-Mobile shall be entitled to terminate this Agreement by written notice to COUNTY.

9. **ACCESS & SECURITY:** COUNTY shall provide to T-Mobile, T-Mobile's employees, agents, and contractors access over, across and through the Property during normal operating hours, seven (7) days a week. Except in the event of an emergency endangering persons

or property, T-Mobile personnel must notify the Airport Maintenance Supervisor at least two (2) days prior to any maintenance conducted. COUNTY shall be permitted access to the Leased Premises during emergencies and shall be allowed to use reasonable efforts to prevent damage to life or property.

T-Mobile agrees to observe all security regulations and other requirements of any agency of the Federal government, including, but not limited to, the FAA and TSA, applicable to T-Mobile or Airport, as such regulations or requirements have been or may be amended, including without limitation, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1500 of the Code of Federal Regulations. T-Mobile agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and 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 insure that sublessees, employees, invitees and guests observe these requirements. T-Mobile shall conduct background checks of its employees and representatives to the extent required by any Federal, State or local law or if, to the extent permitted by law, required by the County. County shall have the right to require the removal or replacement of any employee and representatives of T-Mobile at the Airport that County has reasonably determined may present a risk to public safety or the security of the Airport. If as a result of the acts or omissions of T-Mobile, its sublessees, employees, invitees or guests, County incurs any fines and/or penalties imposed by any federal, state or local governmental entity, including the FAA or TSA; any expense in enforcing the regulations of any federal, state or local governmental entity, including the FAA or TSA or the rules or regulations of County; or any expense in enforcing the Airport Security Program, then T-Mobile agrees to pay to County all such costs and expenses, including all costs of administrative proceeding, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. T-Mobile further agrees to rectify any security deficiency or other deficiency as may be determined by County, the FAA or TSA. In the event T-Mobile fails to remedy any such deficiency, County may do so at the cost and expense of T-Mobile. T-Mobile acknowledges and agrees that County may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by County, the FAA or TSA.

T-Mobile shall be solely and fully responsible for, and shall indemnify and hold the County harmless from and against any fines or penalties imposed on the County as a result of, any breach of airport security by T-Mobile, or its officers, employees, representatives, agents, servants, contractors, subcontractors, successors, assigns and suppliers.

T-Mobile shall be responsible to obtain the necessary Security Badges for entry to the Sterile, Secured or Restricted areas of the Airport for all T-Mobile and T-Mobile contractor personnel to perform T-Mobile's obligations under this Agreement. T-Mobile shall be responsible to collect and return to the Department Security Badges for T-Mobile or T-Mobile contractor personnel who cease to be employed by T-Mobile or its contractor for any reason.

10. MAINTENANCE OF EQUIPMENT: T-Mobile, at its expense, must keep and maintain its Equipment in a structurally safe and sound condition and in good repair.

11. UTILITIES: COUNTY will provide electrical power in quality, quantity and levels currently available at the Leased Premises, and T-Mobile's rent payments include the cost

of any electricity consumed by its Equipment. T-Mobile shall have the right to arrange for its own telephone service and shall pay directly for such service to the local telephone provider. COUNTY agrees to provide any cooperation requested by T-Mobile to facilitate electrical and telephone installation required by T-Mobile.

12. **TITLE AND QUIET POSSESSION:** COUNTY represents and warrants: (a) that COUNTY either owns good marketable fee simple title, has a good and marketable leasehold interest, or has a valid license or other contractual right to occupy the Property, and has rights of access to, over, across and through the Property; (b) that it has the right to enter into this Agreement and to grant to T-Mobile the rights provided herein; (c) that there are no existing restrictions for the benefit of or in favor of any other tenants or users of the Property which would prohibit or limit T-Mobile's use of the Leased Premises as set forth in Section 3; (d) that COUNTY has obtained all required consents or approvals from any landlord, mortgagee or other person or entity having an interest in the Property; (e) that, if applicable, COUNTY is not in default under any lease with the owner of the Leased Premises and the term of such lease, if any, extends to the term of this Agreement with any and all renewal terms, and (f) that T-Mobile is entitled at all times to the quiet possession of the Leased Premises throughout the Term so long as T-Mobile is not in default of any term of this Agreement.

13. **COMPLIANCE WITH LAW:** T-Mobile must, at T-Mobile's expense, comply with all laws, orders, ordinances, regulations, and directives of applicable federal, state, county, and municipal authorities or regulatory agencies including, without limitation, the FCC with respect to the operation of the Equipment, the Federal Aviation Administration ("FAA"), the Transportation Security Administration ("TSA"), FAA Advisory Circulars and Airport Rules and Regulations.

14. **MAINTENANCE OF PROPERTY:** At COUNTY's expense, COUNTY shall maintain the Property in good repair, ordinary wear and tear excepted, and in compliance with all applicable laws, regulations and ordinances.

15. **TAXES:** T-Mobile shall pay all taxes, assessments, and other similar charges required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County, if so authorized, which by law may be levied or assessed against the Leased Premises occupied by T-Mobile pursuant to this Agreement, or which may arise out of or are incidental to the conduct of T-Mobile's operation and activities under this Agreement or by reason of T-Mobile's occupancy of its facilities or use of County facilities under this Agreement. T-Mobile shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Agreement. County will reasonably cooperate with T-Mobile in any challenge by T-Mobile of any such taxes.

16. **REQUIRED INSURANCE:** T-Mobile agrees, at its expense, that during the entire term or any extension of this Agreement must obtain and keep in force insurance as outlined in Exhibit "C" General Insurance Requirements for Leases.

COUNTY shall maintain commercial general liability insurance covering the Property in an amount of not less than TWO MILLION (\$2,000,000) dollars and commercial property insurance covering the Property.

17. HOLD HARMLESS/LIMITATION OF LIABILITY: To the fullest extent permitted by law, T-Mobile shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of T-Mobile and other persons employed or utilized by T-Mobile in the performance of this Agreement, except to the extent such liabilities, damages, losses, and costs are caused by the COUNTY or its officers or employees.

Neither party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

18. SUBORDINATION: This Agreement is and shall be subject and subordinate to all mortgages and deeds of trust that may now or hereafter affect the Property and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, as a condition precedent to any such subordination to mortgages and deeds of trust dated after Commencement Date, the party secured by such instrument shall covenant for itself and any purchaser at foreclosure not to disturb T-Mobile's quiet enjoyment by execution of a no disturbance agreement with T-Mobile in a form reasonably acceptable to T-Mobile.

Further, T-Mobile understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airports, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

19. INTERFERENCE: T-Mobile shall not cause unreasonable interference of any kind to the operations of the other tenants or users of the Property existing on the Commencement Date. If T-Mobile is notified that its operations are causing unreasonable interference to pre-existing tenants or users, T-Mobile shall immediately undertake all necessary steps to determine the cause of and eliminate such interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, COUNTY shall have the right to cause T-Mobile to cease operating its offending equipment. If T-Mobile is required to discontinue its operation for a period of thirty (30) days, and provided T-Mobile has pursued reasonable cures and is unable to eliminate the interference, then either party shall have the right to terminate the Agreement. If the operations of any equipment installed or modified after the Commencement Date cause objectionable interference to T-Mobile's operation, then COUNTY must take all reasonable steps necessary to correct and eliminate the interference within forty-eight (48) hours following notification. If the interference cannot be eliminated within a reasonable length of time, not to

exceed forty-eight (48) hours after notice of the interference, COUNTY will cause the interference to cease, except for brief tests necessary for the elimination of the interference. If the COUNTY fails to have the interference corrected and eliminated within thirty (30) days of receipt of such notice, T-Mobile has the right, in addition to any other rights, to terminate this Agreement.

20. ALTERATION TO LEASED PREMISES, PROPERTY: T-Mobile may make any improvements or alterations to the Leased Premises or Property necessary for the use of Equipment upon prior review and approval by COUNTY (such approval not to be unreasonably withheld, conditioned, or delayed).

21. NO LIENS: T-Mobile shall be responsible for the satisfaction or payment of any work, labor, material, or services claiming by, through or under T-Mobile. T-Mobile shall keep the Leased Premises free and clear of all liens. If any lien is filed or asserted, T-Mobile shall promptly cause the same to be released within thirty (30) days, or shall post a surety bond for payment of such lien claims that causes the lien to be removed as an encumbrance on the leased locations or any portion thereof. T-MOBILE MAY CONTEST THE CORRECTNESS OR VALIDITY OF ANY SUCH LIEN, BUT SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH LIEN CLAIMS.

22. SURRENDER OF PREMISES; HOLDING OVER: Within ninety (90) days of the termination or expiration of this Agreement, T-Mobile shall remove the Equipment from the Property at its expense, and repair all damage caused by such removal and repair and restore the Leased Premises to their original condition, ordinary wear and tear and casualty excepted. If T-Mobile continues to hold the Leased Premises after the termination of this Agreement, whether the termination occurs by lapse of time or otherwise, such holding over will, unless otherwise agreed to by COUNTY in writing, constitute and be construed as a month-to-month tenancy rent equal to 125% of the then current monthly rent and subject to all of the other terms set forth in this Agreement. COUNTY and T-Mobile shall each have the right during such month-to-month term to terminate the Agreement without cause upon thirty (30) days' notice to the other party. The foregoing provisions of this Section 22 shall survive the termination or expiration of this Agreement. County hereby waives any statutory or landlord's lien that may otherwise attach to T-Mobile's Equipment.

23. EVENTS OF DEFAULT: The occurrence of any one or more of the following events constitutes an "event of default" under this Agreement:

a. If T-Mobile fails to pay any rent within ten (10) calendar days after written notice of non-payment from COUNTY.

b. If either party fails to perform or observe any other term of this Agreement and such failure continues for more than thirty (30) days after receipt of written notice from the non-defaulting party; except such thirty (30) day cure period will be extended as reasonably necessary to permit the defaulting party to complete cure so long as the defaulting party commences cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure.

c. If interference occurs as described in Section 19 and the termination occurs pursuant to the terms of Section 19.

d. Breach of any representation or warranty set forth in this Agreement which is not cured as set forth in Section 23(b).

24. COUNTY's REMEDIES: If an event of default by T-Mobile occurs which is not cured during any applicable cure period, COUNTY may terminate this Agreement, in which event T-Mobile will immediately surrender the Leased Premises to COUNTY.

25. T-Mobile's REMEDIES: If an event of default by COUNTY occurs which is not cured during any applicable cure period, T-Mobile may terminate this Agreement. T-Mobile shall also have the right, but not the duty, to perform any of COUNTY's obligations under this Agreement. T-Mobile may send an invoice for the cost of performing COUNTY's obligations to T-Mobile, and if COUNTY does not pay the invoice within ten (10) days after receipt, T-Mobile shall be entitled to a credit against the rent in an amount equal to T-Mobile's cost of performing COUNTY's obligations.

26. REMEDIES CUMULATIVE: The remedies provided herein are cumulative and shall not preclude the assertion by a party of any other rights or the seeking of any other remedies.

27. ENVIRONMENTAL: COUNTY represents and warrants to T-Mobile that to the best of COUNTY's knowledge there are no hazardous wastes and/or substances on the Property. T-Mobile will operate its Equipment in a manner consistent with all laws regulating hazardous waste and/or substances and will not generate, store or release any hazardous wastes and/or substances on the Leased Premises or the Property. County will operate the Property in a manner consistent with all laws regulating hazardous wastes and/or substances and will not generate, store or release hazardous wastes and/or substances on the Leased Premises or the Property. For the purposes of this Agreement, hazardous wastes/substances shall not include the use or storage of small unregulated amounts of hazardous substances that may be contained in items such as cleaning materials or to hazardous substances that are contained in telecommunications equipment, including, but not limited to, batteries and cables or electronic components, provided that such substances are managed in accordance with all applicable laws. In the event of a breach by either party of its covenants or representations in this paragraph, the other party, in addition to any other remedies to which it is entitled, shall be entitled to terminate this Agreement. T-Mobile shall have no responsibility for environmental conditions existing within the Premises prior to the Effective Date or any environmental conditions not arising out of the use and occupancy of the Premises by T-Mobile.

28. CASUALTY: In the event of damage by fire or other casualty to the Property that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt T-Mobile's operations at the Leased Premises for more than forty-five (45) days, then T-Mobile may, at any time following such fire or other casualty, provided COUNTY has not completed the restoration required to permit T-Mobile to resume its operation at the Leased Premises, terminate this Agreement upon fifteen (15) days prior written notice to COUNTY. Any

such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which T-Mobile's use of the Leased Premises is impaired.

29. EMINENT DOMAIN: If all or part of the Property is acquired or condemned under the power of eminent domain, whether by public authority, public utility, or otherwise such that T-Mobile, in its sole discretion, is unable to use the Leased Premises for the purposes intended hereunder, then this Agreement shall terminate as of the date of the acquisition or condemnation. Each party shall be entitled to seek any condemnation award to which it may be entitled.

PUBLIC RECORDS: T-Mobile shall maintain all records pertaining to this Agreement in accordance with the Florida Public Records law, chapter 119, Florida Statutes.

IF T-MOBILE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO T-MOBILE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N WILSON STREET, SUITE 301 CRESTVIEW, FL, 32536 PHONE: (850) 689-5977, riskinfo@myokaloosa.com.

T-Mobile must comply with the public records laws, Florida Statute chapter 119, specifically T-Mobile must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if T-Mobile does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the T-Mobile or keep and maintain public records required by the County to perform the service. If T-Mobile transfers all public records to the public agency upon completion of the contract, T-Mobile shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If T-Mobile keeps and maintains public records upon completion of the contract, T-Mobile shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public

33. **WAIVERS TO BE IN WRITING:** No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

34. **INDEPENDENT CONTRACTORS:** The parties are and shall continue to be independent contractors hereunder. Nothing contained herein shall be deemed or construed by the parties hereto, or by a third party, as creating a relationship of principal and agent, partner, joint ventures, or any other similar such relationship, between the parties hereto. T-Mobile's employees are not employees of the County, are not subject to the personnel policies of the County, and do not participate in the benefits which accrue to County employees.

35. **THIRD PARTIES:** The County and T-Mobile are the only parties to this Agreement and as such are the only parties to enforce its terms. Nothing in this Agreement gives, or shall be construed to give or provide, any benefit, direct or indirect, to third parties unless a third party is expressly described as an intended beneficiary of its terms.

36. **VENUE & GOVERNING LAW.** This Agreement is made under and shall be governed by the law of the State of Florida. Any and all disputes arising under this Agreement, which cannot be administratively resolved, shall be determined according to the laws of the State of Florida, without regards to conflicts of law. Venue for any actions under this Agreement shall be in the state courts of Okaloosa County, Florida.

37. **SEVERABILITY:** If any provisions of this Agreement are held invalid, illegal, or unenforceable, such provisions shall be severed and the remainder shall remain in force and effect and construed to conform to the intent of the parties.

38. **ENTIRE AGREEMENT:** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and shall supersede all prior offers, negotiations, representations and agreements.

39. **NATIONAL EMERGENCIES:** This Agreement shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first written.

BOARD OF COUNTY COMMISSIONERS

Digitally signed by John
Hofstad
Date: 2023.11.16
10:12:10 -06'00'

By: John Hofstad
John Hofstad, County Administrator
Okaloosa County

T-MOBILE SOUTH LLC

DocuSigned by:
Kristen Fienberg
TB5547315E5549A...

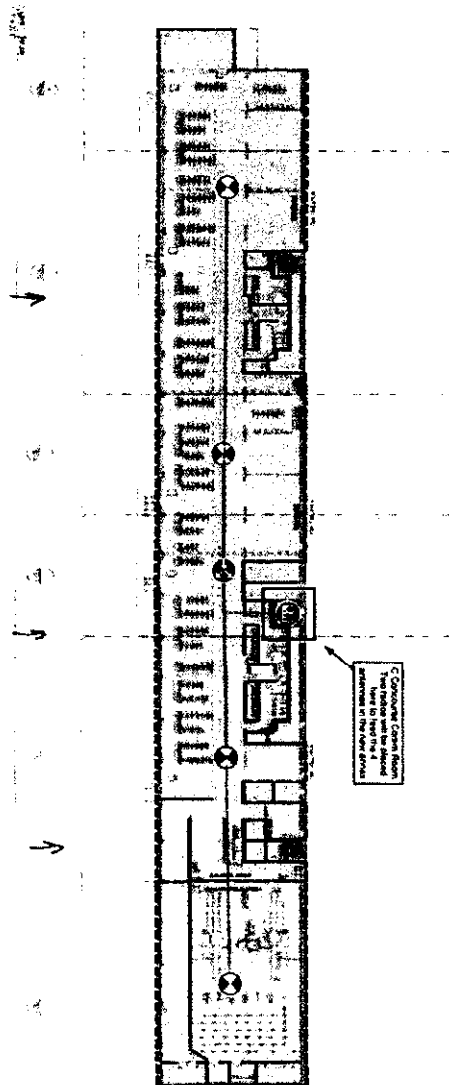
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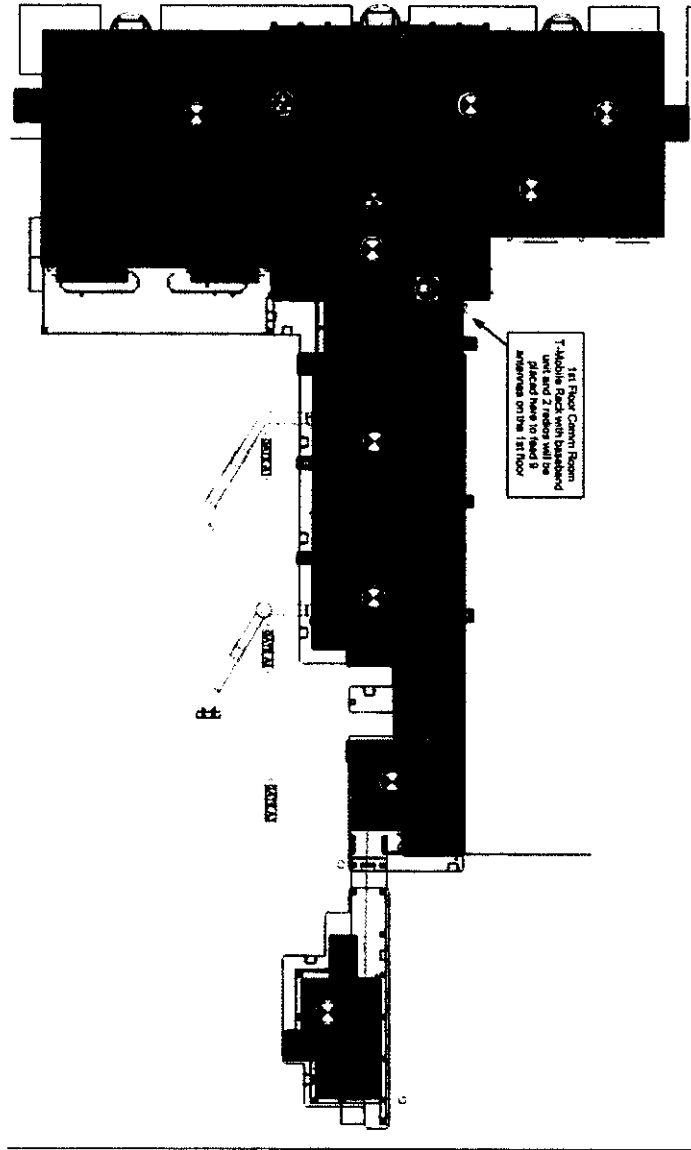


Exhibit "A"

DAS Components and Design Principals

(See Attached)





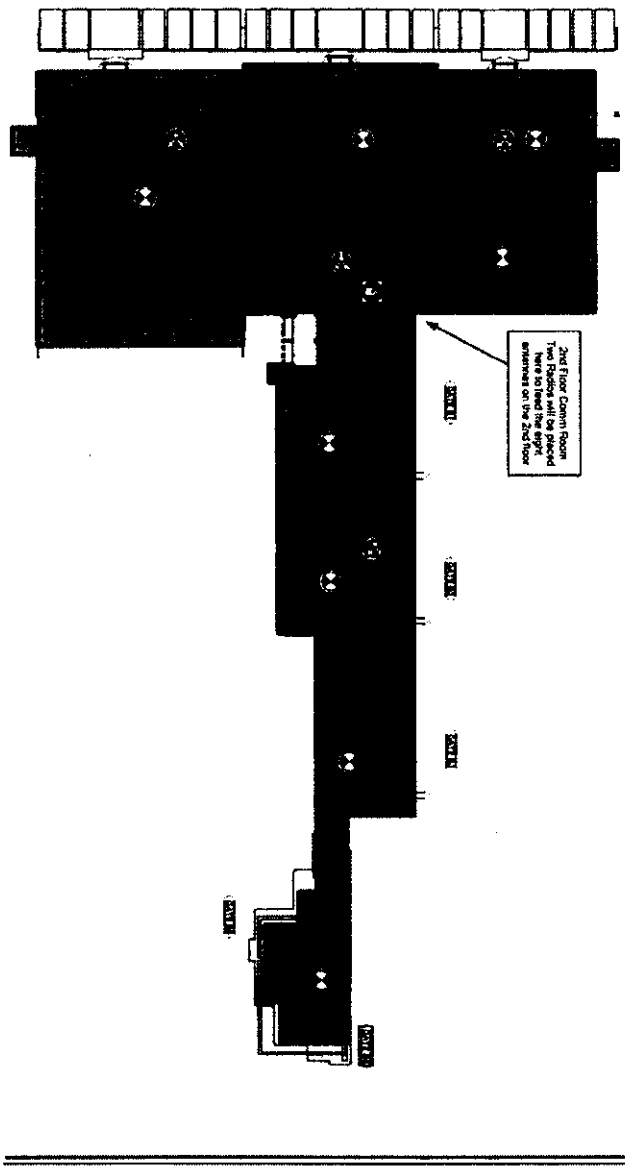


Exhibit "B"

General Civil Rights Provisions

The lessee and its transferee agree 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.

This provision obligates the lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Okaloosa County pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Okaloosa County will have the right to terminate the lease, and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Lessee will there upon revert to and vest in and become the absolute property of Lessee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “lessee”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All leases and subleases that result from this solicitation incorporate 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.

The lessee has full responsibility to monitor compliance to the referenced statute or regulation. The lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All leases and subleases that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance and their subleases compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee 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.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Lessee is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Lessee shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Lessee, who are working in the United States, whether or not assigned to the contract, within three (3)

- business days after the date of hire (but see paragraph (b)(3) of this section); and,
- c. Verify employees assigned to the lease. For each employee assigned to the lease, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the lease, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Lessee is enrolled as a Federal Contractor in E-Verify at time of lease award, the Lessee shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Lessee shall initiate verification of all new hires of the Lessee, who are working in the United States, whether or not assigned to the lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Lessee shall initiate verification of all new hires of the lessee, who are working in the United States, whether or not assigned to the lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the lease. For each employee assigned to the lease, the Lessee shall initiate verification within ninety (90) calendar days after date of lease award or within thirty (30) days after assignment to the lease, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Lessee is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Lessee may choose to verify only employees assigned to the lease, whether existing employees or new hires. The Lessee shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the lease.
- (4) Option to verify employment eligibility of all employees. The Lessee may elect to verify all existing employees hired after November 6, 2009 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the lease. The Lessee shall initiate verification for each existing employee working in the United States who was hired after November 6,

1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Lessee's decision to exercise this option, using the lease information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Lessee shall comply, for the period of performance of this lease, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Lessee's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Lessee, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the lessee is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Lessee, then the Lessee must reenroll in E-Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- Individuals previously verified. The Lessee is not required by this clause to perform additional employment verification using E-Verify for any employee-
- (a) Whose employment eligibility was previously verified by the Lessee through the E-Verify program;
 - (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Lessees.

Subleases. The Lessee shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each sublease that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

EXHIBIT C
GENERAL SERVICES INSURANCE REQUIREMENTS FOR LEASES

INSURANCE REQUIREMENTS

1. T-Mobile shall not occupy said premises until all required insurance has been obtained and the certificate of insurance evidencing the coverage required by this Agreement has been submitted to the County.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A-, Class VIII according to the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials and employees of each. The coverage afforded the Additional Insured under this policy shall be primary insurance, and if the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis, but only with respect to claims resulting from T-Mobile's negligent acts or willful misconduct. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation insurance, the County shall be included as an Additional Insured.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement.

WORKERS' COMPENSATION INSURANCE

1. T-Mobile shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed at the site or any site connected with this Agreement; a certificate of insurance evidencing such coverage shall be furnished to the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to the County.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If T-Mobile does not own vehicles, T-Mobile shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. T-Mobile must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. T-Mobile shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by T-Mobile.
- 2. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises & Operations Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for the following and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers’ Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)

CERTIFICATE OF INSURANCE

- 1. Certificates of Insurance, evidencing all required coverage, and if applicable any State of Florida approved Workers’ Compensation Exemption must be submitted to the County.
- 2. T-Mobile shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days’ prior written notice if cancellation is for nonpayment of premium).

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which T-Mobile required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving T-Mobile of any responsibility under this Agreement.

EXCESS/UMBRELLA INSURANCE

T-Mobile shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLAS insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLAS liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An EXCESS liability policy must be submitted showing which policy it applies to.