

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact


Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	0	0	0	0	0
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget Yes ___ No ___ N/A
 Does this item include the use of federal funds? Yes ___ No X

Budget Account Number: Fund ___ Dept ___ Unit ___ Object ___


B. Recommended Sources of Funds / Summary of Fiscal Impact

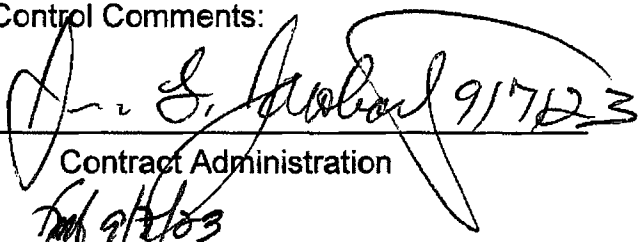
There is no cost to the County. AT&T will provide a solution including installation, operation, monitoring, and removal of AT&T-owned equipment at County premises.

C. Department Fiscal Review:  8/24/23

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development & Control Comments:

 8/24/23
 OFMB 8/24 INF 8/24

 9/17/23
 Contract Administration
 Feb 9/2/03

B. Legal Sufficiency:

 9/17/23
 Assistant County Attorney

C: Other Department Review:

 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.



**AT&T ON-PREMISES CELLULAR NETWORK (FKA AT&T MANAGED IN-BUILDING SOLUTION)
AGREEMENT**

AT&T Agreement ID 1797349
AT&T Location Acct ID: 86717264501

Customer	AT&T
Customer Legal Business Name: Palm Beach County Street Address: 2300 North Jog Road City: West Palm Beach State/Province: FL Zip Code: 33401 Country: USA	AT&T Mobility National Accounts LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Mike Butler Title: IT Director Telephone: (561) 355-4601 Email: mbutler@pbcgov.org	Name: Barbara Walz Telephone: (954)604-0354 Email: bw130w@att.com <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This AT&T On-Premises Cellular Network Agreement (Agreement) is between the Customer named above (Customer) and the AT&T entity named above (AT&T). AT&T and Customer are, at times, referred to herein individually as a Party and together as the Parties. This Agreement is effective on the date the last party signs (the Agreement Effective Date).

Customer wishes to engage AT&T for an On-Premises Cellular Network (the Solution) including the installation, operation, monitoring and removal of AT&T-owned equipment at a Customer's Premises that enhances the RF signal for users of AT&T Mobile Services at the Premises, and, if mutually agreed, enhances the Mobile Service from other Wireless Service Providers. This installation may include indoor and/or outdoor components. AT&T agrees to provide the Solution to help enable such enhanced RF coverage pursuant to the terms and conditions of this Agreement.

Documents attached to this Agreement:

- Exhibit A: Premises Description
- Exhibit A-1: Premises 1 - Fees and Funding

Palm Beach County (by its authorized representative)	AT&T (by its authorized representative)
By: _____	By:
Name: _____	Name: Linda J Cottingham
By: _____	Title: Sr. Contract Manager
Name: _____	Date: 08/22/2023
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: _____ County Attorney	By: _____ Archie Satchell, CIO, ISS



AT&T ON-PREMISES CELLULAR NETWORK (FKA AT&T MANAGED IN-BUILDING SOLUTION)
AGREEMENT

1. DEFINITIONS

- 1.1. **Affiliate** of AT&T means any entity that controls, is controlled by, or is under common control with AT&T.
- 1.2. **Base Station** means an AT&T-owned base transceiver station (BTS) or any other device that generates RF.
- 1.3. **COAM** means Customer-owned and maintained and AT&T approved.
- 1.4. **Connection Space** means space on or within the Premises where AT&T's conduits, wires, cables, cable trays and other necessary connections to AT&T's Network, external power supply and telephone service are located.
- 1.5. **Distributed Antenna System or DAS** means antennas mounted on the interior of a building that can provide enhanced RF coverage to the interior of the building, together with the corresponding electronics, cabling, and any distribution system required to connect the antennas to the electronics. A DAS may be AT&T-owned, Customer owned, or third-party owned.
- 1.6. **Emergency** means a situation in which there is an imminent threat of injury to person or property, or loss of life.
- 1.7. **Equipment Space** means space on or within a Structure where AT&T has the right to install a Wireless Installation.
- 1.8. **FCC** means the Federal Communications Commission.
- 1.9. **Frequency or Frequencies** means the RF spectrum licensed to an AT&T Affiliate or other Wireless Service Provider by the FCC for use in providing wireless telecommunication services and features.
- 1.10. **Hazardous Materials** means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil or health and safety.
- 1.11. **Interference** means undesired RF energy that can degrade the quality of Mobile Service on FCC licensed frequencies, causing distorted conversations, dropped calls, and blocked calls for AT&T's licensed Affiliates or other carriers.
- 1.12. **Mobile Service** means Commercial Mobile Radio Service, including without limitation cellular wireless voice telecommunications services and cellular wireless data telecommunications services, all as more fully described in the applicable Wireless Service Agreement.
- 1.13. **Modifications** means any modifications, enhancements, expansions, upgrades, equipment replacements, adjustments, shut-downs, disablements, or other changes to a Solution or any component thereof.
- 1.14. **Network** means the AT&T infrastructure that is used to provide wireless radio telecommunications services on the Frequencies.
- 1.15. **Outages** mean Mobile Service outages defined by a failure in one or more sectors (i.e., clusters of Small Cell units served by a Baseband Controller) resulting in loss of Small-Cell capacity.
- 1.16. **Premises** means the individual, physical Customer locations, including Equipment Space and Connection Space, identified in Exhibit A, including its related exhibits (collectively, Exhibit A).
- 1.17. **Repeater** means a bi-directional amplifier.
- 1.18. **RF** means radio frequency.
- 1.19. **Section** and "§" mean sections of this Agreement, unless otherwise noted.
- 1.20. **Small Cell** means a high capacity, low power small cell radio that generates RF for the purpose of extending Mobile Service coverage.
- 1.21. **Solution** means the services and equipment as applicable provided pursuant to this Agreement.
- 1.22. **Structure** means a suitable support structure to which a Wireless Installation is attached, including but not limited to a pole, tower, building, or building roof-top platform.



**AT&T ON-PREMISES CELLULAR NETWORK (FKA AT&T MANAGED IN-BUILDING SOLUTION)
AGREEMENT**

1.23. System means a customized on-premises wireless radio telecommunications system comprised of one or more Base Station(s) or Small Cell or Repeaters DAS, related transmission facilities and any related equipment and including cabling installed for use on the Premises, as further described for each particular Premises in Exhibit A, to enable enhanced RF coverage. A System may be indoor or outdoor.

1.24. System Design means a mutually agreed document describing a System and the AT&T equipment to be installed at a Premises.

1.25. Transport means the public telecommunications infrastructure that permits telecommunications between and among defined Network termination points, which may include compatible IP network or compatible broadband service. Also known as "backhaul" and "fronthaul".

1.26. Wireless Installation means the outdoor antenna system equipment affixed to a Structure.

1.27. Wireless Service Provider means a company that offers transmission services to users of wireless devices through RF signals.

2. TERM

This Agreement will continue in effect as long as any AT&T-owned component(s) of a System remain at the Customer's Premises.

3. SYSTEMS AND PREMISES

3.1. Identification

A unique System is required for each Customer Premises. Each System, along with any applicable installation fees, equipment removal fees, and other System-specific details are described in the Exhibit(s). In the extent of a conflict with the terms and conditions of the rest of the Agreement, the terms and conditions of the applicable Exhibit (s) will take precedence.

3.2. Design

Each System includes a corresponding design that is mutually agreed upon in writing by the Parties after the Effective Date of this Agreement (each, a Design).

3.3. Installation

AT&T will install the AT&T-owned equipment on the corresponding Premises in accordance with the System design(s). Related installation fees for the System(s), if any, are set forth in Exhibit A.

3.4. Ownership

FCC regulations require AT&T to maintain control over any transmitting device that operates within AT&T's assigned RF spectrum. The Parties agree that except with respect to a COAM DAS or COAM Repeater (if applicable): (a) Customer does not have, and will not acquire through this Agreement, any proprietary or ownership rights or interest in any AT&T equipment, the Network, AT&T's cell sites and related components, the Frequencies, or the public revenues associated with the Solution or any AT&T equipment, (b) all AT&T equipment, and all corresponding components, are and will remain the property of AT&T, and (c) AT&T will have the right to install, operate, monitor and remove any AT&T-owned equipment in its sole discretion at AT&T's expense. AT&T has no proprietary or ownership rights in the Premises or Customer's facilities, including Customer-owned cabling and distribution systems, including the COAM DAS and/or COAM Repeater (if applicable) used as part of an installation.

3.5. Maintenance and Monitoring

AT&T, at its expense, will maintain all AT&T-owned components of a System, provided replacement parts are reasonably available and further provided that Customer shall bear the cost for AT&T to maintain (e.g., repair or replace) any part of a System that is damaged, destroyed, or disabled by someone other than AT&T, its contractors, or representatives. Customer, at its expense, will maintain each COAM DAS and/or COAM Repeater that is part of a System. AT&T has the right to monitor the operation of a System 24 hours per day, seven days per week, to evaluate System performance and to ensure that (i) Customer and/or a System does not cause Interference to other AT&T Customers or their users, the Network or any Wireless Service Provider's network, transmission facilities or other equipment, and (ii) the System otherwise complies with all applicable FCC technical and operational regulations. If AT&T identifies any Interference arising from Customer or a System, AT&T will attempt to isolate the cause and may, at its option, disable or shut down such System until AT&T is able to determine and eliminate the cause of the Interference. In the event AT&T intends to exercise its option to disable or shut down a System, then AT&T will provide Customer reasonable notice of the shutdown in light of the circumstances and of its general plan of action. Customer will notify AT&T immediately if the FCC or any third-party notifies Customer that any part of the System is, or may be, causing Interference.

ROME ID: 1-J5V03D0
Request ID: NRL
MIP - 15460

**AT&T and Customer Confidential
Information**
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on_premises_cellular_network_sled_standalone_
09/15/2022
CT Owner: [LH5536 [09/26/22]



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3.6. Capacity and Modification

Due to the nature of RF, a System may not provide coverage and/or expected capacity for an entire corresponding Premises. Customer understands that if it changes the Premises or its use of the Premises in any way that it may interfere with the Frequencies, any System, or the Network. Customer understands and agrees that with reasonable prior notification to Customer: (i) AT&T may, in its sole discretion, propose and make Modifications to the AT&T components of a System at AT&T's expense. If any such Modifications may require additional space and consume additional power at the Premises, Customer must approve the proposed Modifications. If AT&T and the Customer cannot agree as to the proposed Modifications, then AT&T may, at its option either (1) disable or shut down the impacted AT&T components of the System at any time, and/or (2) remove such components in accordance with the Equipment Removal section of this Service Guide. Any Customer-proposed Modifications to a System are subject to AT&T's prior written approval, and, if approved, will be implemented at Customer's sole expense by an AT&T authorized vendor. Nothing in this Section will affect AT&T's other rights hereunder.

3.7. Connectivity

If a System includes a Base Station, then the Base Station requires connectivity to the Network via Transport, and AT&T will provide such connectivity at AT&T's expense. Small-Cells also require Transport. If Customer provides Transport for a Small-Cell Solution, it must be available on a 24-hour, 7 day a week basis and maintained in good condition and repair. Failure to support the provision of the Transport as described will prevent the System from operating.

3.8. AT&T Access

Customer will provide AT&T access to the Premises to complete any necessary installation, maintenance, repair, replacement, removal or other Modifications of any System. AT&T agrees to be subject to Customer's reasonable access security procedures and protocol, and at no cost to AT&T.

3.9. AT&T Affiliates and Subcontractors

AT&T may install, maintain, make Modifications to, monitor, remove and otherwise provide and operate a System or Wireless Installation using AT&T's Affiliates and/or authorized third-party subcontractors, and all references to "AT&T" in this Service Guide shall include any such Affiliates and authorized subcontractors.

4. CUSTOMER RESPONSIBILITIES

Customer represents, warrants, and agrees that:

- (a) Customer will obtain, prior to installation and at no cost to AT&T, all required approvals, licenses, permits, right of way, permitted use and consents from any and all applicable parties (including but not limited to landlords) to allow AT&T to install, maintain, repair, replace, remove, make Modifications to, and/or operate a System on the corresponding Premises. For clarification, AT&T will obtain, at no additional cost to Customer, all approvals, licenses, permits and consents required by the FCC, the respective State Public Utilities Commission or any other regulatory agency for the operation of the AT&T-owned components of the System;
- (b) Except as otherwise set forth in §3.7, Customer will provide to AT&T, at no cost to AT&T, any conduit, holes (including without limitation any roof penetrations), wire ways, fiber wiring between buildings and floors, power/utilities and other items reasonably required to allow AT&T to install, repair, maintain, replace, remove, make Modifications to, and/or operate a System. Customer is responsible for any necessary extension of the telecom/data circuit from the demarcation point to the location where a Base Station or Small-Cell is deployed. Moreover, Customer agrees to reasonably cooperate with AT&T with the provision of such items, including but not limited to Transport, within a reasonable time;
- (c) Customer will provide to AT&T, at Customer's sole cost, all electrical circuits and electricity, space in and on the corresponding Premises in accordance with Exhibit A that is sufficient, climate controlled, and in such a condition that will allow AT&T to install, repair, maintain, replace, remove, make Capacity and/or Modification to (§3.6), and/or operate the corresponding System;
- (d) Customer will ensure that the Premises at which AT&T installs and maintains AT&T-owned equipment is a suitable and safe working environment, free of Hazardous Materials. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at any Premises that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials;
- (e) Customer will identify and make available to AT&T an authorized Customer representative to notify for gaining access to all Systems, and will provide AT&T with access to all Systems and any COAM DAS and/or any COAM Repeater as follows:



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- (1) Standard business hours for installation, maintenance, removal, replacement and certain Modifications (as reasonably determined by AT&T); and
- (2) 24 hours per day, seven 7 days per week for repairs and certain Modifications (as reasonably determined by AT&T).
- (f) Customer will ensure that no person other than an AT&T employee or AT&T authorized subcontractor performs any installation, modification, handling, maintenance, repair, removal of, and/or Modification to AT&T-owned components of a System without AT&T's written consent;
- (g) Customer will not allow any other wireless Service Provider or third-party to use an AT&T-owned System without AT&T's written consent;
- (h) Customer will be solely responsible for all costs to repair AT&T-owned components of a System from damage caused by acts or omissions of Customer, its agents, employees, contractors, or invitees;
- (i) Customer will be solely responsible for all costs associated with a remodeling of a premises that alters the DAS and/or (ii) altering the design of a System, including moving a System or its components within the corresponding Premises to a new location, if such move is done at Customer's request. All such design alterations and moves will be subject to AT&T's written approval, which will not be unreasonably withheld;
- (j) Customer will not install or operate a Repeater on any Premises to transmit AT&T Frequencies without AT&T's written consent;
- (k) Customer will notify AT&T of its intent to vacate any Premises at least 60 days prior to such vacancy;
- (l) Customer will provide rack space within its tenant space in the corresponding Premises; and
- (m) To the extent Customer deems it necessary, Customer may provide escorts when any AT&T personnel or agent is on the corresponding Premises in accordance with this Agreement at no cost to AT&T.
- (n) If Customer operates a DAS or other RF transmitter at the Premises (collectively "Premises DAS") with AT&T's Frequencies, Customer will be responsible for (i) complying with the FCC RF exposure regulations, including as set forth in FCC OET- Bulletin 65 "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields," when operating the Premises DAS or other transmitter; (ii) will operate the Premises DAS in full compliance with those FCC RF exposure regulations; (iii) will, upon reasonable request, provide AT&T with proof that the Premises DAS and all other transmitters comply with the FCC RF exposure regulations; and (iv) will run an RF exposure analysis at the initial operation of the Premises DAS and/or other RF transmitter(s) with AT&T Frequencies, and at any modification of that equipment, to confirm compliance with the FCC RF exposure regulations. Customer's failure to comply with these requirements is a material breach of its obligations, and any such breach will permit AT&T to initially halt delivery of AT&T's RF signal service to the Premises DAS or other transmitter(s) and suspend or terminate Customer's permission to transmit AT&T's Frequencies on the Premises DAS or other transmitter(s).

5. CONNECTIONS

5.1 Back Haul Transport

AT&T will order and pay for Transport services used for its Wireless Installation, as AT&T may require. AT&T will order and pay for Transport services used from the Wireless Installation to the main point of termination on the Premises. Customer is responsible for extension of the Transport from the main point of termination on the Premises to the Wireless Service.

5.2 Front Haul Transport

Customer will pay AT&T for the connection of the outdoor front-haul transport (Dark Fiber) from an AT&T macro cell site to the Local Exchange Carrier (LEC) main point of termination (aka LEC DEMARC) on the Premises. This Dark Fiber connection is required to MEC Services. The Dark Fiber path is provided by the local LEC at AT&T's direction. Customer is responsible for extending fiber from the main point of termination on the Premises to the location (data center) housing the private Designation IP addresses of Customer Applications.



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6. DEFAULT

Default means the failure of either Party to perform or observe any material obligation stated in this Agreement within 60 days after receipt of written notice of such failure. No such failure, however, will be deemed to exist if the defaulting party has commenced to cure such default within such period, provided that its efforts are prosecuted to completion with reasonable diligence. The preceding sentence shall not apply to payment obligations of amounts due under the Agreement.

7. TERMINATION; REMEDIES

7.1. Termination by Either Party

If a Party is in Default, then the non-defaulting Party may terminate this Agreement and exercise any and all other remedies available at law or in equity. If AT&T terminates this Agreement for Customer Default, it will also have the right to immediately shut down any and all AT&T-owned components of the System(s).

7.2. Termination by AT&T for Reasons Other than Default

AT&T may terminate this Agreement, exercise any and all other remedies available at law or in equity, and shut down the AT&T-owned components of any and all applicable Systems under the following circumstances:

7.2.1. Regulatory Change

In the event the FCC, the respective State Public Utilities Commission or any other regulatory agency or legislative body promulgates any rule, regulation or order that in effect or application prohibits or adversely affects AT&T's ability to fulfill its obligations hereunder.

7.2.2. Interference

In the event AT&T is unable to eliminate the cause of any Interference identified pursuant to §3.5., regardless of the cause.

7.2.3. Vacancy

In the event Customer vacates any Premises.

7.2.4. Operations

In the event AT&T experiences an extended loss of Customer provided power or Transport.

7.3. Equipment Removal

Upon termination of this Agreement for any reason, AT&T has the additional right to enter the Premises and remove any and all AT&T-owned components of a System upon reasonable notice to Customer, provided, however that AT&T's rights under §7.2.3. extend only to the corresponding Premises.

7.4. Equipment Removal Fee

Customer must pay equipment removal fees detailed in Exhibit A if (a) AT&T terminates the Agreement under §6; (b) AT&T terminates this Agreement pursuant to §7.2.2. where AT&T determines that the Interference is caused by Customer or its use of the Premises; and/or (c) AT&T terminates the Agreement pursuant to §7.2.3. or §7.2.4.

7.5 Termination by Either Party for Convenience

Subject to paying the Equipment Removal Fee in Section 7.4, Customer may after the first anniversary of this Agreement's Effective Date terminate this Agreement for its convenience upon sixty (60) days' written notice to AT&T.

AT&T may after the third anniversary of this Agreement's Effective Date terminate this Agreement for its convenience upon sixty (60) days' written notice to Customer.

8. LIMITATIONS OF LIABILITY AND DISCLAIMERS

8.1. Limitation of Liability

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:



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- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR ANY THIRD-PARTY CLAIMS;
 - (iii) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (iv) FOR CLAIMS, PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO \$500,000.
- (b) IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 8 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

8.2 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

8.3. Additional Limitations of Liability

AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SYSTEM WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD-PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USER'S, OR THIRD-PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK OR SYSTEMS.

8.4. Disclaimer of Warranties

AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS (a) ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR (b) ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT WIRELESS CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY OR COVERAGE.

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8.5. Application and Survival

The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether or not damages were foreseeable and will apply so as to limit the liability of each Party and its affiliates, and their respective employees, directors, subcontractors and suppliers.

9. [RESERVED]

10. COMPLIANCE WITH FCC RULES AND REGULATIONS

AT&T is a wireless carrier that uses federally licensed spectrum and is subject to rules and regulations of the Federal Communications Commission (FCC). The FCC has published specific regulatory guidelines as to the maximum permissible exposure (MPE) of radio frequency (RF) emissions. In connection with AT&T's installation of the equipment to be installed pursuant to this Agreement at Customer locations, there may be circumstances when applicable FCC rules require AT&T to implement precautionary measures to implement safety protections for the benefit of the public relating to RF emissions. These include but are not limited to the placement of visible signage and/or physical barriers near the equipment's antenna. Customer hereby grants and/or will obtain for AT&T the right to post all required signage, place all barriers and otherwise comply with the applicable FCC regulations at all locations where AT&T installs the equipment to be installed pursuant to this Agreement.

11. MISCELLANEOUS

11.1. Force Majeure

Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

11.2. Notices

Any required notices under this Agreement will be in writing and will be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one 1 business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected 5 days after the date of posting), or by facsimile or email transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice will be sent to the office or /email address of the recipient set forth on the cover page of this Agreement or to such other office or email address or recipient as designated in writing from time to time.

11.3. Governing Law

This Agreement will be governed by the law of the State of Florida, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply. Any and all legal action necessary to enforce the award of the resultant order/contract will be held in Palm Beach County, Florida.

11.4. Assignment and Subcontracting

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party will remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or an authorized subcontractor work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

11.5. No Third-Party Beneficiaries

This Agreement is for the benefit of Customer and AT&T and does not provide any third-party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

11.6. Severability

If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding §11.3, applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

11.7. Survival

The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, including, but not limited to, limitations of liability and exclusions of damages, will be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

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11.8. Independent Contractor

Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or subcontractors are Affiliates, employees, agents or subcontractors of the other party.

11.9. Amendments and Waivers

Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

11.10. Publicity

Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

11.11. Dispute Resolution

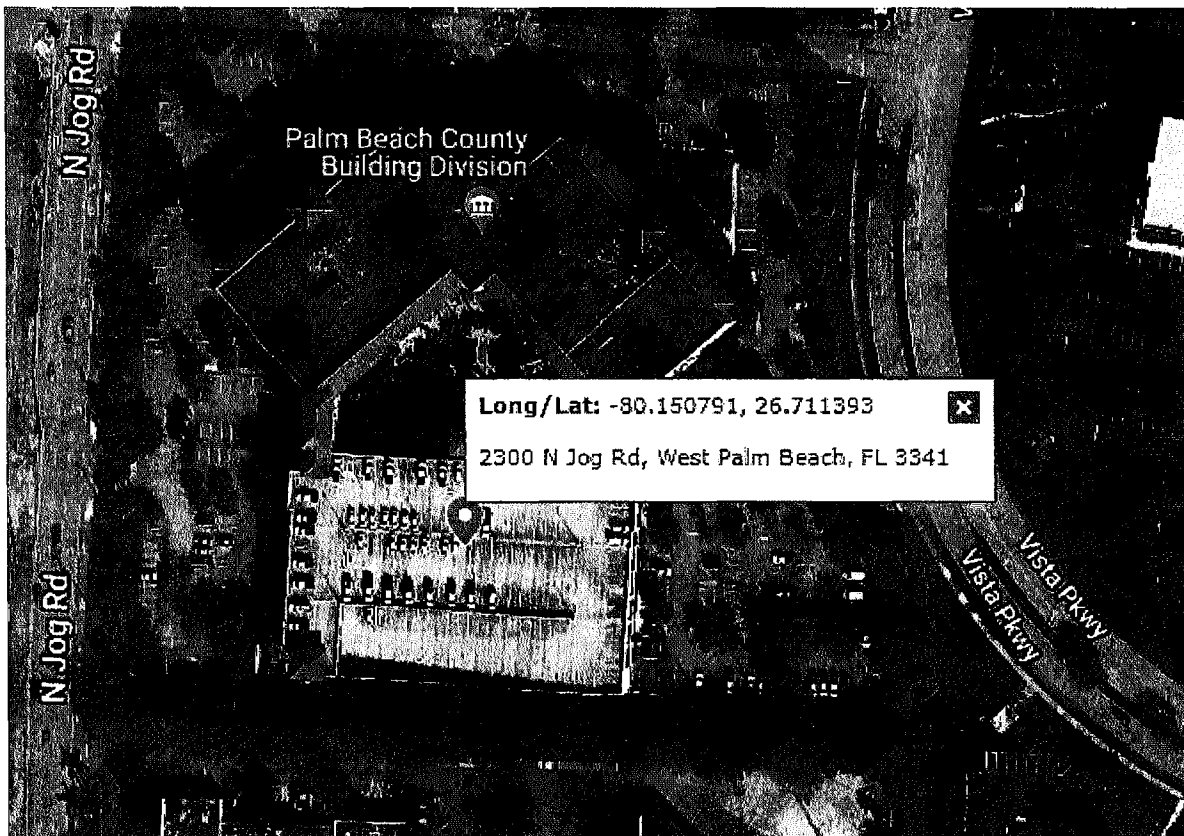
The parties agree to exercise their commercial best efforts to settle any dispute arising out of or related to this Agreement through good faith negotiation. Any dispute arising out of or related to this Agreement that cannot be resolved by negotiation will be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules in effect at the time that a dispute is submitted for resolution (the "Rules"), as modified by this Agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration will be held in, West Palm Beach, FL.

11.12. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter. This Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the subject matter or the rights and obligations concerning the same, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or order forms.

EXHIBIT A

PREMISES DESCRIPTION



Sector Count - 1
Number of Buildings - 1
Specific Floors Numbers covered - 4
Square Footage Included in Scope - 262K
Transport - AT&T-Provided(Yes)
Indoor Solution

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EXHIBIT A -1

Premises 1 - Fees and Funding

A. Location

Physical address of Premises: **2300 North Jog Road, West Palm Beach**

B. Installation Fee.

Amount: **\$ 0.00**

C. Equipment Removal Fee(s)

The equipment removal fee for the AT&T-owned components of the System located at Premises 1 above is determined in accordance with the table below.

System Type	During 1st Year Following the Agreement Effective Date	During 2nd Year Following the Agreement Effective Date	During 3rd Year Following the Agreement Effective Date	After 3rd Year Following the Agreement Effective Date
Base Station-Enabled	\$ 22,500.00	\$ 15,000.00	\$ 0.00	\$0.00

D. System-Related Funding Provided by AT&T:

Amount: **\$ 150,000**

E. Special Notes

- **Transport:** AT&T will provide Transport for the Solution at Premises.
- **Space:** The Project is expected to use (1) 19" rack(s) unless otherwise indicated by AT&T Construction. Customer is providing its own racks in MDF and IDF closets as indicated in the design
- **Electrical circuits:** BTS Projects expected to need either three (3) 15 AMP/208 Volt circuits or (2) 30 AMP/208 Volt with L-6 Twist Lock Termination at the first rack location with grounding unless otherwise indicated by AT&T Construction. Small Cell electrical is TBD.
- **Roof:** Customer will provide a conduit pathway to roof for the GPS antenna for the building Solution at no cost to AT&T.
- **Compliance:** Customer agrees that the building or structure is not designated as a National Historic Landmark; or listed in, or eligible for listing in the National Register of Historic Places.
- **Compliance:** Customer agrees that the building owner has not received notice that the FCC is in receipt of a complaint from a member of the public; a Site Historic Preservation Office, or the Advisory Council on Historic Preservation that collation has, or will have, an adverse effect on one or more historic properties.
- **AT&T recommends Customer provide the System with two hours of power back up or connected to a generator in case of a power outage. This requires that each piece of active equipment be installed with DC power and battery back-up system(s). Customer acknowledges that the System will NOT be operational in the event of a power outage:**

Customer shall report any trouble on the installed System via the help desk: 800-317-0935.

EXHIBIT B
INSURANCE REQUIREMENTS

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

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

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

- B. **Business Auto Liability**: AT&T shall maintain Business Auto Liability insurance at a limit of liability of \$1,000,000 combined single limit for property damage and bodily injury each accident. This requirement may be satisfied by amendment to the Commercial General Liability policy.
- C. **Workers' Compensation Insurance & Employer's Liability**: AT&T shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. **Waiver of Subrogation**: Except where prohibited by law, AT&T hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AT&T shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AT&T enter into such an agreement on a pre-loss basis.
- E. **Certificate(s) of Insurance**: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, or ten (10) days prior to the expiration of any of the required coverage throughout the term of this Contract, AT&T shall deliver to COUNTY, a signed Certificate(s) of Insurance evidencing at least the insurance coverage required by this Contract. The Certificate shall be issued to:

Palm Beach County Board of County Commissioners,

And may be addressed:

c/o Department

Using the address as indicated in the "Notices" article or another address on agreement of the parties.

- F. **Right to Revise or Reject**: COUNTY, by and through its Risk Management Department, reserves the right to reject, review, and, or modify any required insurance, including limits, coverage, or endorsements, throughout the term of this Contract but only to the extent that it is required of similar operations of COUNTY with 60 days advanced written notice to AT&T.

EXHIBIT C
ADDITIONAL TERMS AND CONDITIONS

1. Criminal History Records Check Ordinance

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

2. Public Entity Crimes

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

3. Office of Inspector General

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

4. Non-Discrimination Policy

AT&T is entering into an Agreement with Palm Beach County, a political subdivision of the State of Florida, and currently does not have a written nondiscrimination policy, it certifies that it will abide by the non-discrimination policy of Palm Beach County as contained in Resolution R-2014-1421, as amended.

5. [RESERVED]

To the extend authorized by law, AT&T shall indemnify, save and hold harmless the County, its employee and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by AT&T, or its employees, agents, subcontractors or assignees pursuant to the terms and conditions of this order/contract.

6. [RESERVED]

7. E-Verify

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

8. Subcontractors.

AT&T shall obtain from each of its subcontractors an affidavit stating that the subcontractors does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AT&T shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the

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subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.

9. Unauthorized Aliens.

Palm Beach County shall terminate this CONTRACT if it has a good faith belief that AT&T has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If Palm Beach County has a good faith belief that AT&T's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, Palm Beach County shall notify AT&T to terminate its contract with the subcontractor and AT&T shall immediately terminate its contract with the subcontractor. If Palm Beach County terminates this CONTRACT pursuant to the above, AT&T shall be barred from being awarded a future contract by Palm Beach County for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, AT&T shall also be liable for any additional costs incurred by COUNTY as a result of the termination."

10. SCRUTINIZED COMPANIES

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

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

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

11. PUBLIC RECORDS

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

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

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

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

D. Upon completion of the Contract AT&T shall transfer, at no cost to Palm Beach County, all public records in possession of AT&T unless notified by Palm Beach County's representative/liaison, on behalf of the Palm Beach County's Custodian of Public Records, to keep and maintain public records required by the Palm Beach County to perform the service. If AT&T transfers all public records to the Palm Beach County upon completion of the Contract, AT&T shall destroy any duplicate public records that are exempt, or confidential and exempt from public records

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disclosure requirements. If AT&T keeps and maintains public records upon completion of the Contract, AT&T shall meet all applicable requirements for retaining public records. All records stored electronically by AT&T must be provided to Palm Beach County, upon request of the Palm Beach County's Custodian of Public Records, in a format that is compatible with the information technology systems of Palm Beach County, at no cost to Palm Beach County.

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

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

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AT&T and Customer Confidential
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