PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	August 19, 2025		[] Regular
		[] Public Hearing	[] Workshop

Department: Information Systems Services (ISS)

Submitted by: Information Systems Services
Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file:

- A. an In-Building Augmentation Agreement (Agreement) with Cellco Partnership (Verizon Wireless) for installation, maintenance and operations of wireless communications facilities at 301 N Olive Ave, West Palm Beach, FL 33401 (Governmental Center); and
- **B.** an Agreement with Verizon Wireless for installation, maintenance and operations of wireless communications facilities at 2300 N Jog Rd, West Palm Beach, FL 33411 (Vista Center).

Summary: In order to improve cellular coverage within County Facilities the carriers must provide permission and equipment to connect to the distributed antenna system built by ISS. Approval of the Verizon Wireless Agreements will allow installation of Verizon Wireless owned equipment at the Governmental Center and the Vista Center locations at no cost to the County for the purpose of enhancing the radio frequency signal for users of Verizon Wireless Services. The term of the agreements extend for as long as Verizon Wireless provides services to the premises. On January 7, 2025, through R2025-0050, the Board of County Commissioners (BCC) approved a designee to execute future Verizon Wireless site additions, as needed, at no cost to the County, provided they do not substantially change the scope of work or terms or conditions of the agreements. In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. The attached Agreements have been fully executed on behalf of the BCC by the ISS Chief Information Officer. Countywide (DB)

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

Attachments:

1. Verizon In-Building Augmentation Agreement - Governmental Center

2. Verizon In-Building Augmentation Agreement - Vista Center

Recommended by:		7-21-21
•	Chief Information Officer	Date
Approved by:	2ll A Blu	> 8/44
11	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact					
Fiscal Years Capital Expenditures Operating Costs	2025 0 0	2026 0 0	2027 0 0	2028 0 0	2029 0 0
External Revenues Program Inc (County) In-Kind Match(County)	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0
NET FISCAL IMPACT	<u>o</u>	<u>o</u>	<u>o</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?	YesX	(No			
Is this item using Federal Funds?	Yes	NoX			
Is this item using State Funds?	Yes	_ No_X_			
Revenue Budget Number: Fund _ Dept _ Unit_ Object					
B. Recommended Sources of Fund	ds / Summ	ary of Fiscal	Impact		
There is no cost to the County. Verizon Wireless will provide a solution including installation, operations, monitoring, and removal of Verizon Wireless owned equipment at County premises.					
C. Department Fiscal Review: (b) (1/a)/a5					
III. <u>REVIEW COMMENTS</u>					
A. OFMB Fiscal and/or Contract Development & Control Comments: A. OFMB Fiscal and/or Contract Administration 20, 7/25/25 White OFMB PA HAI Contract Administration 26, 7.22.25					

B. Legal Sufficiency:

Assistant County Attorney

C: Other Department Review:

Department Director

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

In-Building Augmentation Agreement



verizon

MATTER #040224AK

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

1. Definitions:

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

become a fixture or a part of the real property where it is installed. Customer shall so inform any current or future party with an interest in the real property.

- 8. Verizon Wireless or its local affiliate is the exclusive FCC licensee of certain radio frequencies on which Verizon Wireless provides service. If Verizon Wireless determines that any customer equipment interferes with the In-building Equipment or with Verizon Wireless' network or services, then upon oral or written notice from Verizon Wireless, Customer shall disconnect or deactivate such equipment until such interference is remedied. If Verizon Wireless determines in its sole discretion that interference caused by such equipment cannot be otherwise remedied, Verizon Wireless shall have the right to remove its In-building Equipment.
- 9. Upon written notice from Customer to Verizon Wireless requesting that In-building Equipment be installed at other Customer locations, provided Verizon Wireless approves the request and determines that the requested solution may be governed by the terms and conditions of this Agreement, Verizon Wireless shall append supplemental attachments to this Agreement in the form of Attachment 1 that will serve to identify such other locations. Such supplemental attachments shall (i) render the other locations described thereon subject to the applicable terms and conditions of the Agreement, including the consideration set forth in the Agreement; (ii) be cumulative and not intended to replace any previous attachments unless specifically stated therein; and (iii) not require that the parties execute a new Agreement or re-execute this Agreement.

10. Premises:

Physical Location fo	r the In-building Equipment on Customer's Premises
Address	301 N Olive Ave
Floor/Room #, Rooftop (if applicable)	
City, State, Zip Code	West Palm Beach, FL 33401

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

Palm Beach County	CELLCO Partnership d/b/a Verizon Wireless			
By:	By: Amy			
Name: Aratie Suichtell	Name: Amy Lloyd			
Title: Chief Information Officer	Title: Sr. Director – Contract Management			
Date: 5 _ 1 _ 24	Date: 05/06/2025			
This offer will expire if not accepted, executed and returned to Verizon Wireless by the Expiration Date noted below. Unauthorized changes will render this Agreement null and void. Please return the executed document via email attachment to VZWPartnershipProposals@vzw.com				
Issue Date: 04/02/24	Expiration Date: 06/03/25			

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By: <u>/s/ David Behar, Esq.</u> County Attorney



EXHIBIT A

INSURANCE REQUIREMENTS

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

- A. Commercial General Liability: Verizon shall maintain Commercial General Liability insurance, per ISO Form or equivalent, with limits of \$1,000,000 per occurrence for property damage and bodily injury and \$1,000,000 general aggregate including Contractual Liability and Cross Liability.

 Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees as Additional Insureds as their interest may appear with respect to this Agreement. A copy of the blanket additional insured endorsement shall be provided to COUNTY upon request.
- B. <u>Commercial Auto Liability</u>: Verizon shall maintain Commercial Auto Liability insurance at a limit of liability of \$1,000,000 combined single limit each accident for property damage and bodily injury covering all owned, non-owned and hired vehicles
- C. Workers' Compensation Insurance & Employer's Liability: Verizon shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes and Employer's Liability with limits of \$1,000,000 each accident/disease/policy limit.
- D. Waiver of Subrogation: Except, where prohibited by law. Verizon hereby waives any and all rights of Subrogation against the COUNTY, its officers, and employees for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Verizon shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Verizon enter into such an agreement on a pre-loss basis.
- E. <u>Certificate(s) of Insurance</u>: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, within ten (10) days of the expiration of any of the required coverage throughout the term of this Contract, Verizon shall deliver to COUNTY, a signed Certificate(s) of Insurance evidencing the insurance coverage required by this Contract. The Certificate shall be issued to:

Palm Beach County Board of County Commissioners, And may be addressed:

c/o Department

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

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

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EXHIBIT B

ADDITIONAL TERMS AND CONDITIONS

1. <u>Criminal History Records Check Ordinance</u>

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

2. Public Entity Crimes

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

3. Office of Inspector General

Palm Beach County Office of the Inspector General Audit Requirements. Pursuant to Palm Beach County Code, Section 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

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

5. <u>Indemnification</u>

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

7. E-Verify

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

8. <u>Unauthorized Aliens.</u>

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

9. <u>SCRUTINIZED COMPANIES</u>

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- As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, Verizon certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Verizon is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the Palm Beach County.
- B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, Verizon certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

10. PUBLIC RECORDS

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

- A. Keep and maintain public records required by Palm Beach County to perform services as provided under this Contract.
- B. Upon request from the Palm Beach County's Custodian of Public Records, provide Palm Beach County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Verizon further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if Verizon does not transfer the records to the public agency.
- D. Upon completion of the Contract, Verizon shall transfer, at no cost to Palm Beach County, all public records in possession of Verizon unless notified by Palm Beach County's representative/liaison, on behalf of the Palm Beach County's Custodian of Public Records, to keep and maintain public records required by the Palm Beach County to perform the service. If Verizon transfers all public records to the Palm Beach County upon completion of the Contract, Verizon shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If Verizon keeps and maintains public records upon completion of the Contract, Verizon shall meet all applicable requirements for retaining public records. All records stored electronically by Verizon must be provided to Palm Beach County, upon request of the Palm Beach County's Custodian of Public Records, in a format that is compatible with the information technology systems of Palm Beach County, at no cost to Palm Beach County.

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

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



EXHIBIT C

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787 06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or repre attest that Quoter does not use coercic Statutes			
Under penalty of perjury, I hereby declare and affire	m that the above stated facts	are true and correct.	
(signature of officec br representative)		Director - Contract Manag of officer or representa	**************************************
State of Maryland County of How	हार् <u>व</u>		
Sworn to and subscribed before me by m 22 day of May 2025			anzation this.
Personally known 🗆 OR produced ident	ofication ⊠.		
Type of identification producedID - I	Dnver's License		
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In-Building Augmentation Agreement



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MATTER #040224AK

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1. Definitions:

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

become a fixture or a part of the real property where it is installed. Customer shall so inform any current or future party with an interest in the real property.

- 8. Verizon Wireless or its local affiliate is the exclusive FCC licensee of certain radio frequencies on which Verizon Wireless provides service. If Verizon Wireless determines that any customer equipment interferes with the In-building Equipment or with Verizon Wireless' network or services, then upon oral or written notice from Verizon Wireless, Customer shall disconnect or deactivate such equipment until such interference is remedied. If Verizon Wireless determines in its sole discretion that interference caused by such equipment cannot be otherwise remedied, Verizon Wireless shall have the right to remove its In-building Equipment.
- 9. Upon written notice from Customer to Verizon Wireless requesting that In-building Equipment be installed at other Customer locations, provided Verizon Wireless approves the request and determines that the requested solution may be governed by the terms and conditions of this Agreement, Verizon Wireless shall append supplemental attachments to this Agreement in the form of Attachment 1 that will serve to identify such other locations. Such supplemental attachments shall (i) render the other locations described thereon subject to the applicable terms and conditions of the Agreement, including the consideration set forth in the Agreement; (ii) be cumulative and not intended to replace any previous attachments unless specifically stated therein; and (iii) not require that the parties execute a new Agreement or re-execute this Agreement.

10. Premises:

Physical Location for the In-building Equipment on Customer's Premises			
Address	2300 N Jog Rd		
Fioor/Room #, Rooftop (if applicable)			
City, State, Zip Code	West Palm Beach, FL 33411		

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

Palm Beach County	CELLCO Partnership d/b/a Verizon Wireless			
By:	By: Amy of (May 6, 2025 13:30 EDT)			
Name: Arché Satellece	Name: Amy Lloyd			
Title: Chief Information Officer	Title: Sr. Director – Contract Management			
Date: 5-1-2	Date:			
This offer will expire if not accepted, executed and returned to Verizon Wireless by the Expiration Date noted below. Unauthorized changes will render this Agreement null and void. Please return the executed document via email attachment to VZWPartnershipProposals@vzw.com				
Issue Date: 04/02/24	Expiration Date: 06/03/25			

APPROVED AS TO FORM AND L	EGAL SUFFICIENCY
By:/s/ David Behar, Esq. County Attorney	

verizon

EXHIBIT A

INSURANCE REQUIREMENTS

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

- A. Commercial General Liability: Verizon shall maintain Commercial General Liability insurance, per ISO Form or equivalent, with limits of \$1,000,000 per occurrence for property damage and bodily injury and \$1,000,000 general aggregate including Contractual Liability and Cross Liability.

 Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees as Additional Insured as their interest may appear with respect to this Agreement. A copy of the blanket additional insured endorsement shall be provided to COUNTY upon request.
- B. <u>Commercial Auto Liability</u>: Verizon shall maintain Commercial Auto Liability insurance at a limit of liability of \$1,000,000 combined single limit each accident for property damage and bodily injury covering all owned, non-owned and hired vehicles
- C. Workers' Compensation Insurance & Employer's Liability: Verizon shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes and Employer's Liability with limits of \$1,000,000 each accident/disease/policy limit.
- D. Waiver of Subrogation: Except, where prohibited by law. Verizon hereby waives any and all rights of Subrogation against the COUNTY, its officers, and employees for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Verizon shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Verizon enter into such an agreement on a pre-loss basis.
- E. <u>Certificate(s) of Insurance</u>: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, within ten (10) days of the expiration of any of the required coverage throughout the term of this Contract, Verizon shall deliver to COUNTY, a signed Certificate(s) of Insurance evidencing the insurance coverage required by this Contract. The Certificate shall be issued to:

Palm Beach County Board of County Commissioners, And may be addressed: c/o Department Using the address as indicated in the "Notices" article or another address on agreement of the parties.

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

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EXHIBIT B

ADDITIONAL TERMS AND CONDITIONS

1. <u>Criminal History Records Check Ordinance</u>

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

2. Public Entity Crimes

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

3. Office of Inspector General

Palm Beach County Office of the Inspector General Audit Requirements. Pursuant to Palm Beach County Code, Section 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

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

5. Indemnification

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

7. E-Verify

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

8. <u>Unauthorized Aliens.</u>

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

9. SCRUTINIZED COMPANIES



- As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, Verizon certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Verizon is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the Palm Beach County.
- B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, Verizon certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

10. PUBLIC RECORDS

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

- A. Keep and maintain public records required by Palm Beach County to perform services as provided under this Contract.
- B. Upon request from the Palm Beach County's Custodian of Public Records, provide Palm Beach County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Verizon further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if Verizon does not transfer the records to the public agency.
- D. Upon completion of the Contract, Verizon shall transfer, at no cost to Palm Beach County, all public records in possession of Verizon unless notified by Palm Beach County's representative/liaison, on behalf of the Palm Beach County's Custodian of Public Records, to keep and maintain public records required by the Palm Beach County to perform the service. If Verizon transfers all public records to the Palm Beach County upon completion of the Contract, Verizon shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If Verizon keeps and maintains public records upon completion of the Contract, Verizon shall meet all applicable requirements for retaining public records. All records stored electronically by Verizon must be provided to Palm Beach County, upon request of the Palm Beach County's Custodian of Public Records, in a format that is compatible with the information technology systems of Palm Beach County, at no cost to Palm Beach County.

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

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



EXHIBIT C

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787 06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

l, the undersigned, am an officer or represent attest that Quoter does not use coercion for Statutes			
Under penalty of perjury. I hereby declare and affirm that	the above stated fact:	s are true and correct.	
(signature of officecor representative) (print	Amy Lloyd, Sr	Director - Contract Manage	**************************************
State of Maryland County of Howard	***************************************		
Sworn to and subscribed before me by means 22 day of May 2025			inzation this,
Personally known 🗆 OR produced identificati	ion Ø.		
Type of identification producedID - Drive	r's License		
Guillaun	*****		
NOTARY PUBLIC			
Cui Mauri NOTARY PUBLIC My Commission Expires 4 State of Mayland at large	MANY CONTAINS OF THE PROPERTY		
Federal Confession Con	Sage's Color	(Nota	ary Seal)