

**FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN BROWARD COUNTY
AND T-MOBILE SOUTH, LLC FOR INSTALLATION, OPERATION, AND MAINTENANCE
OF WIRELESS PERSONAL COMMUNICATIONS SERVICES FACILITIES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

This First Amendment (“First Amendment”) to the Agreement (hereinafter defined) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and T-Mobile South LLC, a Delaware limited liability company authorized to transact business in the State of Florida (“Licensee”) (collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the License Agreement between Broward County and T-Mobile South, LLC for Installation, Operation, and Maintenance of Wireless Personal Communications Services Facilities at Fort Lauderdale-Hollywood International Airport, dated April 28, 2015 (“Agreement”).

B. The Agreement expired on April 27, 2020, and Licensee continues to operate and maintain the wireless personal communication service facilities in a holdover status.

C. The Parties desire to reinstate and retroactively amend the Agreement to extend the term of the Agreement for an additional period from April 28, 2020, through October 24, 2021, provide for a Privilege Fee during that additional period, and update the nondiscrimination requirements.

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

1. The foregoing Recitals are true and correct, and are incorporated herein by reference.
2. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect. Amendments to the Agreement made by this First Amendment are shown by strikethrough text to indicate deletions and bold underlined text to indicate additions.
3. For the time period from April 28, 2020, through the date this First Amendment is fully executed by both Parties (the “Holdover Period”), the County hereby waives the double monthly payment of License Fees otherwise required in accordance with Section 18 of the Agreement.
4. At the time of its first monthly payment after the Holdover Period, Licensee shall also pay to the County the difference between the total amount of the monthly installments of the Minimum Guarantee due for the Holdover Period and the total payments actually made during the Holdover Period.
5. The Agreement is hereby reinstated and Section 3(a) of the Agreement is amended retroactively as follows:

3. TERM:

(a) This License Agreement shall become effective on the date of the last signature on this License Agreement ("Effective Date") and shall continue for a period of five (5) years, terminating on the day immediately preceding the fifth (5th) annual anniversary of the Effective Date, unless **otherwise extended or** sooner terminated as provided herein. **Upon written agreement of the Parties, the term of this Agreement may be extended for an additional period ("Extension Term") from April 28, 2020, through October 24, 2021, a period of an additional five hundred forty-four (544) days.**

6. The Parties agree and stipulate that at the time this First Amendment is fully executed by both Parties, the Extension Term has been effectively exercised by execution of this First Amendment.

7. Section 4 of the Agreement is amended as follows:

4. PRIVILEGE FEES/SECURITY DEPOSIT:

(a) For the privilege of operating at the Airport, the LICENSEE agrees to pay to the COUNTY the "Privilege Fees" **(which are also referred to as License Fees herein) set forth in Section 4(b) below** for each "Contract Year" (as hereinafter defined) set forth in Section 4(b), below **and during the Extension Term**. "Contract Year" shall mean the Period beginning on the "Effective Date" as defined in paragraph 3(a) above, and ending on the last day of the twelfth month thereafter, and each twelve-month period thereafter, until the termination of this License Agreement **but not including the Extension Term**.

(b) During each Contract Year **and during the Extension Term**, the LICENSEE shall pay to COUNTY the greater of an amount equal to (1) the "Deplaned Passenger Fee," as hereinafter defined, or (2) the "Minimum Annual Guarantee" **(for each Contract Year) or the "Minimum Guarantee" (for the Extension Term)** as hereinafter defined.

(1) The Minimum Annual Guarantee for each Contract Year **and the Minimum Guarantee for the Extension Term** shall be due and payable in equal monthly installments with the first monthly installment becoming due and payable on the Effective Date and on the same date of each month thereafter.

(2) The "Minimum Annual Guarantee" for Contract Year One Shall be in the amount of Seventy-Eight Thousand Four Hundred and Seventeen Dollars (\$78,417.00), which amount shall be increased for each subsequent Contract Year by three percent (3%), beginning with the Minimum Annual Guarantee due for Contract Year Two, as follows:

Contract Year Two	\$80,769
Contract Year Three	\$83,213
Contract Year Four	\$85,709
Contract Year Five	\$88,280

The Minimum Guarantee for the Extension Term shall be in the amount of One Hundred Eighty Thousand Dollars (\$180,000).

(3) The “Deplaned Passenger Fee” for each Contract Year **and the Extension Term** is determined by multiplying the actual number of Deplaned Passengers at the Airport Terminals during the Contract Year **or the Extension Term, as applicable,** by the “Rate Per Deplaned Passenger” for such Contract Year **or the Extension Term, as applicable.** The Rate Per Deplaned Passenger for each Contract Year **and the Extension Term** shall be in the amount of \$0.0065.

(4) Within sixty (60) calendar days following the end of each Contract Year **and the Extension Term,** the Aviation Department shall prepare and submit to the LICENSEE a statement showing the actual number of Deplaned Passengers at the Airport Terminal Complex for such Contract Year **or the Extension Term, as applicable,** and the actual Deplaned Passenger Fee for such ~~year period.~~ Any shortfall in the amount paid by the LICENSEE for the previous ~~twelve (12) month period~~ **Contract Year or for the Extension Term, as applicable,** versus the ~~actual~~ **required** Privilege Fee for such period shall be payable by LICENSEE within ten (10) business days following receipt of the statement. In the event that the total payments actually paid by LICENSEE during the Contract Year **or Extension Term, as applicable,** exceeds the Privilege Fees due and owing for such period, then a credit, for the amount of such difference will be applied by the COUNTY to a subsequent Privilege Fee **or, if a credit is due following the completion of the Extension Term, COUNTY shall pay Licensee the difference within sixty (60) days following the termination of this Agreement.**

8. **Exhibit B** of the Agreement is hereby deleted in its entirety and replaced with **Exhibit B**, attached hereto and made a part of the Agreement. As of the date of complete execution of this First Amendment, every reference in the Agreement to **Exhibit B** shall be deemed to refer to **Exhibit B** attached hereto.

9. Licensee acknowledges that through the date this First Amendment is fully executed by both Parties, Licensee has no claims against County with respect to any of the matters covered by the Agreement, and Licensee has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

10. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.

11. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

12. The Agreement, including as amended herein, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement, including as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

13. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

14. This First Amendment is effective retroactively as of the date of April 28, 2020.

15. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2020, and T-MOBILE SOUTH, LLC, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2020

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

By **Yesenia Alfonso** Digitally signed by Yesenia Alfonso
Date: 2020.11.10 12:38:39 -05'00'
Yesenia Alfonso (Date)
Assistant County Attorney

By **Sharon Thorsen** Digitally signed by Sharon Thorsen
Date: 2020.11.10 14:27:42 -05'00'
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

YA/ch
T-Mobile 1st Amd
08/12/2020
80071.0070

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AND T-MOBILE SOUTH, LLC FOR INSTALLATION, OPERATION, AND MAINTENANCE
OF WIRELESS PERSONAL COMMUNICATIONS SERVICES FACILITIES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

LICENSEE

WITNESSES:

DocuSigned by:
Jose Delgado
9F090A0B9F6B4B6... _____

Signature

Jose Delgado

Print Name of Witness above

DocuSigned by:
Denise Rodriguez
7570BD41B8774B7... _____

Signature

Denise Rodriguez

Print Name of Witness above

T-MOBILE SOUTH, LLC

DocuSigned by:
Jennifer Silveira
BY: 017D918869E64A5... _____

Authorized Signor

Jennifer Silveira v.p.Engineering- Technology

Print Name and Title

_____ day of 11/3/2020, 20_____

ATTEST:

Corporate Secretary or other person
authorized to attest



(CORPORATE SEAL OR NOTARY)

Lois Duran
T-Mobile Legal Approval
Lois Duran

EXHIBIT B - NONDISCRIMINATION REQUIREMENTS

A. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Licensee, for itself, its assignees, and successors in interest, agrees as follows:

1. *Compliance with Regulations:* Licensee (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities** (“Nondiscrimination Acts and Authorities”), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement, and which include, but are not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR Part 21 (Nondiscrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as

implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

i. The Federal Aviation Administration's Nondiscrimination Statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

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

2. *Nondiscrimination:* Licensee, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Licensee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations, either by competitive bidding or negotiation made by Licensee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Licensee of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. *Information and Reports:* Licensee will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information

required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Licensee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance:* In the event of Licensee's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until Licensee complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

B. Nondiscrimination - 14 CFR Part 152 Requirements. During the performance of this Agreement, Licensee, for itself, its assignees, and successors in interest, agrees as follows:

1. Licensee agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. Licensee agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Licensee agrees that it will require its covered sub organizations to provide assurances to Licensee that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations as required by 14 CFR Part 152, Subpart E, to the same effect.

2. Licensee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court,

including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Licensee agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. Licensee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered sub organizations, as required by 14 CFR Part 152, Subpart E.

3. If required by 14 CFR Part 152, Licensee shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. Licensee shall similarly require each of its covered sub organizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

4. If Licensee is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Licensee shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Licensee shall similarly require such affirmative action steps of any of its covered sub organizations, as required under Part 152.

5. Licensee shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Licensee shall require its covered sub organizations to keep similar records as applicable.

6. Licensee shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Licensee shall cause each of its covered sub organizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to Licensee who shall, in turn, submit same to the County for transmittal to the FAA.