



**NONEXCLUSIVE REVOCABLE LICENSE AGREEMENT BETWEEN
BROWARD COUNTY AND NEW CINGULAR WIRELESS PCS, LLC
FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A CELLULAR
SYSTEM AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

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NONEXCLUSIVE REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND NEW CINGULAR WIRELESS PCS, LLC FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF THE CELLULAR SYSTEM AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

This Nonexclusive Revocable License Agreement ("Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee") (County and Licensee collectively referred to as the "Parties").

RECITALS

- A. County owns and operates the Airport (hereinafter defined).
- B. Licensee currently operates and maintains the Cellular System (hereinafter defined), as further described in **Exhibit A**, in order to enhance cellular services at the Airport.
- C. The Cellular System is located on Airport property pursuant to a license agreement that expired on October 24, 2021.
- D. Licensee desires to continue to operate and maintain the Cellular System.

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

ARTICLE 1. DEFINITIONS

- 1.1 **Airport** means the Fort Lauderdale-Hollywood International Airport, located in Broward County, Florida, and all real property encompassed within the boundaries of the Airport.
- 1.2 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.3 **Aviation Department** means the Broward County Aviation Department or any successor agency.
- 1.4 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.5 **Cellular System** means the cellular antenna system operated by Licensee at the Airport, including the wires, fiber, cables, conduits, and appurtenant equipment and ancillary equipment required to provide cellular service throughout the Airport.
- 1.6 **Director of Aviation** means the Director of Aviation or the Acting Director of Aviation, or such other person or persons as may from time to time be authorized in writing by the Board, the Broward County Administrator, or the Director of Aviation to act for the Director of Aviation with respect to any or all matters pertaining to this Agreement.

1.7 **Discharge** means any accidental or intentional spilling, leaking, pumping, pouring, emitting, emptying, releasing, or dumping of materials into the air, onto or in the soil, into the groundwater, into the surface water, or onto an impervious surface that has the potential to discharge into the water or onto the soil.

1.8 **Effective Date** means the date on which this Agreement is executed by the last of the Parties executing this Agreement.

1.9 **Environmental Laws** means any and all applicable federal, state, County, and local statutes, ordinances, regulations, codes, rules, laws, permits, orders, advisory circulars, resolutions, development orders, grant agreements, and directives of any federal, state, or local court, governmental, or quasi-governmental entity with jurisdiction of such matter that have been or may hereinafter be adopted, including, but not limited to, those relating to the generation, use, storage, transportation, or disposal of hazardous materials. Such laws include, but are not limited to: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC § 9601, et seq.); the Resources Conservation and Recovery Act of 1976 (42 USC § 6901, et seq.); the Clean Water Act (33 USC § 1251 et seq.); the Safe Drinking Water Act (42 USC § 300 et seq.); the Hazardous Materials Transportation Act (49 USC § 5101 et seq.); the Toxic Substance Control Act (15 USC § 2601, et seq.); Chapters 373, 376, and 403, Florida Statutes, and rules adopted thereunder; and Chapter 27 of the Broward County Code of Ordinances.

1.10 **Environmental Site Assessment** means a document based on one or more environmental site assessments, examinations, inspections, tests, inquiries, and surveys necessary to identify environmental conditions, contamination, and the presence of any Hazardous Materials in, on, or under the surface of the Licensed Premises.

1.11 **Federal Aviation Administration or FAA** means that agency of the United States Government established under 49 USC § 106, or its successor.

1.12 **Hazardous Material** means any material or substance identified, listed, or defined as a "Hazardous Waste," "Hazardous Substance," "Pollutant," or "Contaminant" under applicable Environmental Laws, which term shall include asbestos and asbestos-containing materials, petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids.

1.13 **Improvement(s)** means the Cellular System together with all equipment of the Licensee located at the Licensed Premises, or hereafter installed or constructed by Licensee.

1.14 **Licensed Premises** means the Terminal space licensed to Licensee as shown on **Exhibit A**.

1.15 **Release** means any unauthorized spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, seeping, leaching, dumping, or disposing of any hazardous material (including abandoning or discarding barrels, containers, or other closed receptacles) to the air, waters, soils, or other natural resources of County.

1.16 **Terminal(s)** means the airline terminal buildings located at the Airport, including any expansion thereof or any improvements thereto.

ARTICLE 2. THE PREMISES

2.1 **Licensed Premises.** Subject to the terms of this Agreement, County hereby grants to Licensee a nonexclusive license for the right and privilege to install, operate, maintain, repair, replace, and remove the Improvements at the Airport. The privilege granted herein shall be subject to the Aviation Department's Communications and Wiring Policy. Licensee shall not use the Licensed Premises for any purpose other than as specifically allowed by this Agreement. The privilege provided herein shall not be construed as precluding County from granting like or similar privileges to others.

2.2 **Relocation.** In the event that County desires that Licensee operate at different locations, additional locations, or in reduced space than the Licensed Premises reflected on **Exhibit A**, then upon written notice from the Director of Aviation, Licensee shall be required to occupy such different, additional, or reduced areas, as the case may be, without expense to County. In the event of any change in the Licensed Premises as provided in this section, **Exhibit A** shall be automatically amended to reflect the revised Licensed Premises upon notice from the Director of Aviation, and the License Fee (hereinafter defined) will be adjusted accordingly. Licensee acknowledges that such revised Licensed Premises might not be similar in size or configuration to the Licensed Premises.

2.3 **Use of Licensed Premises:** Except as otherwise expressly stated in Section 2.1, the use of Licensed Premises shall be as follows:

2.3.1 The Improvements shall be located and operated at the sole cost and expense of Licensee.

2.3.2 The Improvements shall comply with all Applicable Law and the Aviation Department's requirements related to installation, operation, and maintenance of communication facilities.

2.3.3 The Improvements shall not cause interference with the equipment of County or other lessees, permittees, or licensees of the Airport (collectively, the "Airport Users"). In the event Licensee's Improvements cause interference to Airport Users, Licensee shall take all steps necessary to correct and eliminate such interference. All costs to rectify such interference shall be borne solely by Licensee and such cure shall be accomplished within forty-eight (48) hours after written notice to Licensee.

2.3.4 The Improvements not be connected or otherwise networked with any County network.

2.3.5 On each anniversary of the Effective Date, Licensee shall provide to County, at Licensee's sole cost and expense, a certified audit of Licensee's frequencies, certifying

that the frequencies do not interfere with County's operations or the operations of Airport Users. In the event the audit reveals or it is otherwise determined that Licensee's frequencies interfere with the County's operations and/or the operations of Airport Users, any cost to rectify such interference shall be borne solely by Licensee and such cure shall be accomplished within forty-eight (48) hours after written notice to Licensee.

2.3.6 Licensee shall not create any obstruction or conditions that are or may become dangerous to the public.

2.4 Ingress and Egress to Licensed Premises. Licensee will have ingress and egress to the Licensed Premises by public ways used in common with other Airport Users. County may, from time to time, substitute other suitable means of ingress and egress. The determination of suitability shall be in County's sole discretion.

2.5 Temporary or Permanent Closure. County may close, consent to, or request the closure of, any roadway, taxiway or other area at the Airport presently or hereafter used; provided, a suitable means of ingress and egress is made available to the Licensed Premises. The determination of suitability of any alternate ingress and egress shall be in County's sole discretion. Any such closure may be temporary or permanent. Licensee hereby releases, waives, and discharges County, its successors and assigns, of and from any and all claims, demands, or causes of action that Licensee may now or at any time hereafter have against County, its successors and assigns, arising or alleged to arise out of the closing of any street, roadway, taxiway, or other area used as such, whether within or outside the Airport, provided that County makes available to the Licensed Premises suitable means of ingress and egress.

ARTICLE 3. IMPROVEMENTS BY LICENSEE

3.1 Improvements by Licensee. All of Licensee's Improvements, construction, additions, alterations, modifications, and renovations to the Licensed Premises require prior written approval by County, and must conform to any tenant improvement project process and tenant improvement standard requirements, policies, or procedures of County applicable to tenants or licensees of the Terminals, including any that are specific to the applicable Terminal(s). All Improvements constructed or installed by Licensee, including the plans and specifications relating to same, shall conform to all Applicable Law. The approval by County of any plans, specifications, or designs shall not constitute a representation or warranty as to such conformity, and the responsibility therefor shall at all times remain with Licensee. County's prior consent shall not be required for the installation of replacement Improvements if the replacement Improvements are substantially the same in operation and appearance, as determined by the Aviation Department in its sole discretion (such as, power levels, lockable packs, and filters), and appearance as the Improvements being replaced; provided, however, Licensee must notify the Aviation Department in writing regarding the Improvements that are going to be removed and the manner in which they are to be replaced at least ten (10) calendar days prior to carrying out the exchange.

3.2 Ownership of Licensee Installed Improvements and Property. Improvements to the Licensed Premises shall become County's property upon the expiration or earlier termination of this Agreement and shall be surrendered with and remain on the Licensed Premises (without cost to, or reimbursement by County), excluding furnishings, equipment, and trade fixtures that are not permanently affixed to the Licensed Premises. Any addition, fixture, or other Improvement that is nailed, bolted, stapled, or otherwise affixed to the Licensed Premises and is not readily removable, shall become part of the Licensed Premises as a permanent fixture, whether or not such may be deemed a trade fixture. If any personal property is removed by Licensee, Licensee shall restore any damage to the Licensed Premises caused thereby. Notwithstanding any other provisions of this Agreement, County shall have the right, in its discretion, to require Licensee, at Licensee's sole cost, to remove any Improvements installed by Licensee prior to County's acceptance of the surrender of the Licensed Premises. Additionally, the Aviation Department shall have the option to request that any or all of the cables, cable trays, and conduit not be removed by Licensee. In such event, the Aviation Department shall notify Licensee, in writing, no less than thirty (30) calendar days prior to the expiration or earlier termination of this Agreement of such request and identify the items at issue, and Licensee shall comply with the Aviation Department's written request.

3.3 Liens. Licensee shall not do, nor permit to be done, anything that shall result in the imposition of any liens on the Licensed Premises, or portion thereof, or the Improvements. If any lien or notice of lien shall be filed against the Licensed Premises, any portion thereof, or the Improvements, Licensee shall cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction within thirty (30) calendar days after notice of the filing thereof. Licensee shall not be deemed to be County's agent so as to confer upon any contractor or subcontractor providing labor or materials to the Licensed Premises or Improvements a mechanic's lien upon County's estate under the provisions of Chapter 713, Florida Statutes. Licensee shall not create or permit any lien on any fixtures on the Licensed Premises without obtaining, in each instance, the prior written approval of the Director of Aviation excluding, however, any purchase money security interest in any movable trade fixtures of Licensee installed at the Licensed Premises. Licensee shall not pledge, hypothecate, or otherwise encumber its interests in this Agreement.

ARTICLE 4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence on December 14, 2021 ("Term Commencement Date") and shall terminate five (5) years thereafter unless otherwise terminated as provided in this Agreement ("Term").

4.2 Termination. The Agreement may be terminated at any time by County, acting through the Board or the Director of Aviation, or by Licensee, with or without cause, upon thirty (30) calendar days' prior written notice to Licensee. In the event the Director of Aviation determines that termination is necessary to protect the public health, safety, or welfare, this Agreement may be terminated by the Director of Aviation upon such notice as the Director of Aviation deems appropriate under the circumstances, which shall be followed by a written "Notice of Termination"

to Licensee. Termination of this Agreement shall not relieve Licensee of any liabilities or obligations under this Agreement that have accrued on or prior to the effective date of termination, or that survive termination of this Agreement. Upon the expiration or earlier termination of this Agreement, Licensee shall cease forthwith all operations upon the Licensed Premises, immediately vacate and surrender the Licensed Premises as set forth in Article 8, and immediately pay in full all fees and other amounts payable to County then due and owing, and County shall be released and relieved of all liability under this Agreement.

ARTICLE 5. MAINTENANCE OF PREMISES

5.1 **Maintenance.** Licensee shall at all times maintain the Licensed Premises in a clean, safe, neat, orderly, sanitary, and presentable condition, and free and clear of all trash, rubbish, and debris. Licensee shall furnish and pay for its own janitorial service in the Licensed Premises and shall cause all waste, garbage, and rubbish to be removed from the Licensed Premises on a daily basis and at Licensee's own expense. Such waste, garbage, and rubbish may not be deposited on any part of the Airport, except that Licensee may deposit same temporarily in the Licensed Premises out of the public view (unless otherwise disallowed by County) or in space designated by County in connection with collection for removal. Licensee shall make arrangements for trash removal directly with a company that is authorized by County to provide such services at the Airport.

5.2 **Failure to Maintain.** Upon failure of Licensee to perform its obligations set forth in this article, after reasonable notice to Licensee, County may perform or cause the obligations to be performed at Licensee's expense, and all charges shall be deemed additional fees to be added to the License Fee paid by Licensee in accordance with Article 6 of this Agreement.

5.3 **Utilities.** Licensee shall be responsible for all utility charges in connection with its use of the Licensed Premises, which will be paid by County and charged to Licensee.

ARTICLE 6. FEES

6.1 **Fees.** For the privilege of operating at the Airport, Licensee agrees to pay to County the fee set forth below ("License Fee") for each Contract Year (hereinafter defined), plus applicable sales taxes thereon, in accordance with Section 6.2. Contract Year shall mean the period beginning on the Term Commencement Date and ending on the last day of the twelfth month thereafter, and each twelve-month period thereafter, until the termination of this Agreement.

Contract Year 1	\$200,000.00
Contract Year 2	\$206,000.00
Contract Year 3	\$212,180.00
Contract Year 4	\$218,545.00
Contract Year 5	\$225,101.00

6.2 **Monthly Installments.** Except as otherwise expressly stated in this section, License Fee shall be paid by Licensee in twelve (12) equal monthly installments, plus applicable sales taxes,

in advance and without demand, set off, or deduction. The monthly installment of License Fee shall be paid on the first day of each calendar month, except for the first monthly installment, which shall be paid on the Term Commencement Date and shall be prorated based on the number of calendar days occurring between the Term Commencement Date and the first calendar day of the following month. The monthly installment due for the last month of the Term shall be prorated based on the number of calendar days in the last calendar month of the Term.

6.3 Security Deposit. As security for the payment of License Fee and the performance of Licensee's obligations under this Agreement, Licensee shall post a security deposit with County equal to three (3) monthly installments of the License Fee, plus applicable sales taxes ("Security Deposit"). The Security Deposit shall be submitted to County simultaneously with submission to County of this Agreement as executed by Licensee. The minimum amount of the Security Deposit shall be One Thousand and 00/100 Dollars (\$1,000). The Security Deposit shall be either in the form of cash, an irrevocable letter of credit ("Letter of Credit") in form and substance satisfactory to County, or a payment and performance bond ("Bond") in form and substance satisfactory to County. No interest shall be due or paid on the Security Deposit. County, upon at least fourteen (14) calendar days' notice to Licensee, may require an increase to the amount of the Security Deposit to reflect any increases in License Fee. In addition, County, upon at least fourteen (14) calendar days' notice to Licensee, may require an increase in the amount of the Security Deposit by up to a total of five (5) additional monthly installments of License Fee payments if County determines, in its sole discretion, that an increase is warranted due to increased obligations under this Agreement or based upon Licensee's payment or performance history at the Airport. In the event of any Event of Default (hereinafter defined), in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw down up to the full amount of the Security Deposit and apply same to any and all amounts owed, whether before or after the expiration or earlier termination of this Agreement. Within five (5) business days after notice from County of any such draw, Licensee shall replenish the Security Deposit with cash, a new Letter of Credit, or new Bond, as applicable, so it equals the full amount of the required Security Deposit. If a Letter of Credit is posted, the initial term and all renewal terms of the Letter of Credit shall be for a period of not less than one (1) year, and the Letter of Credit shall be kept in full force and effect throughout the Term and for a period of six (6) months following the expiration or earlier termination of this Agreement. If a Bond is posted, the Bond shall provide coverage and be kept in full force and effect throughout the Term and for a period of six (6) months following the expiration or earlier termination of this Agreement. If Licensee posts a cash deposit, then such cash deposit shall be retained by County throughout the Term and for a period of six (6) months following the expiration or earlier termination of this Agreement. Not less than one hundred twenty (120) calendar days prior to any expiration date of the Letter of Credit or Bond, Licensee shall submit evidence in form satisfactory to County that said security instrument has been renewed. Each Letter of Credit shall be provided by a financial institution authorized to do business in the State of Florida, having a resident agent in Broward County, and having been in business with a record of successful continuous operation for at least five (5) years. Each Bond shall be executed by a surety company authorized to do business in the State of Florida, having a resident agent in Broward County, and having been in business with a record of successful continuous operation for at least five (5) years. Furthermore, such surety

company must have at least an "A" rating in the latest revision of Best's Insurance Report. Any failure by Licensee to strictly comply with the terms of this Section 6.3 shall constitute an Event of Default and the obligations of this Section 6.3 shall survive the expiration or earlier termination of this Agreement.

6.4 Late Payments - Interest. County shall be entitled to collect interest at the rate of eighteen percent (18%) per annum from the date due until the date paid for any amounts payable under this Agreement. The right of County to require payment of interest and the obligation of Licensee to pay interest to County shall be in addition to, and not in lieu of, the right of County to enforce any other remedy provided in this Agreement or under Applicable Law.

6.5 Dishonored Check or Draft. In the event Licensee delivers a dishonored check or draft to County in payment of any obligation arising under this Agreement, Licensee shall incur and pay a service charge in the then-prevailing amount established by County. In such event, the Aviation Department may require that future payments be made by cashier's check or other means acceptable to the Aviation Department, and the Security Deposit required herein may be increased, in the Aviation Department's sole discretion.

6.6 No Claims. Licensee represents that through the date this Agreement is executed, Licensee has no claims against County with respect to any of the matters covered by this Agreement. Licensee shall have no right of set-off or right to assert any counterclaim against any of the amounts payable by Licensee to County under this Agreement.

6.7 Taxes and Fees. Licensee shall pay, on or before the respective due dates, all federal, state, County, and local taxes and fees, and all special assessments of any kind that are now or may hereafter be levied upon the Licensed Premises (including all Improvements), or upon Licensee, or upon the business conducted on the Licensed Premises by Licensee, or upon any of Licensee's property used in connection therewith, or upon any License Fee or other sums payable under this Agreement, including, but not limited to, any ad valorem taxes attributable to the Licensed Premises, sales or excise taxes on License Fee, and personal property taxes against tangible and intangible personal property.

6.8 Licenses. Licensee shall maintain in current status all federal, state, County, and local licenses and permits required for the operation of the business conducted by Licensee.

ARTICLE 7. DEFAULT BY LICENSEE

7.1 Event of Default. The occurrence of any one or more of the following events is a default under this Agreement:

7.1.1 Licensee fails to pay any License Fee when due to County and continues such failure for a period of thirty (30) days after written notice from County that such payment is past due;

7.1.2 Licensee fails to comply with any provision of this Agreement and such failure continues for a period of thirty (30) days following the date written notice from County to Licensee, or having begun to cure the default in a timely manner, Licensee thereafter fails to diligently prosecute the cure to completion;

7.1.3 Licensee assigns all or substantially all of Licensee's assets for the benefit of Licensee's creditors;

7.1.4 Licensee voluntarily abandons, deserts, or vacates the Licensed Premises, or discontinues its operation at the Airport for a period of thirty (30) consecutive days;

7.1.5 By or pursuant to or under authority of any legislative act, resolution, or rule or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator takes possession or control of all or substantially all of the property of Licensee or Improvements, and such possession or control continues in effect for a period of thirty (30) days;

7.1.6 If Licensee, or an officer, director, executive, partner, member, shareholder, employee, or agent who is active in the management of Licensee, or any of Licensee's parties, is found guilty or convicted of illegal conduct or activity (with or without an adjudication of guilt) as a result of a jury verdict, nonjury trial, entry of a plea of guilty or nolo contendere, where the illegal conduct or activity (i) is considered to be a Public Entity Crime as defined by Chapter 287, Florida Statutes; or (ii) is customarily considered to be a "white collar crime" or theft-related crime such as fraud, smuggling, bribery, embezzlement, or misappropriation of funds; or (iii) involves an act of moral turpitude meaning conduct or acts that tend to degrade the principals or owners in society or bring them into public hatred, contempt, scorn, or ridicule, or that tends to shock, insult, or offend the community, ridicule public morals or decency, or harm the image of County by virtue of its association with Licensee; or (iv) results in a felony conviction. Notwithstanding the foregoing, Licensee may abate this event by submitting evidence satisfactory to County in its sole discretion that Licensee has implemented best business practices seeking to prevent and address such illegal conduct or activity from reoccurring, and required the offending person(s) to resign or has otherwise removed the person from Licensee's management activities related to this Agreement.

7.1.7 Suspension for a period of three (3) or more consecutive months or revocation of Licensee's right to operate by a governmental unit or agency having jurisdiction over the Licensed Premises and/or the business as being conducted;

7.1.8 A material inaccuracy of any representation or warranty made or given by Licensee in this Agreement;

7.1.9 Licensee defaults under any other agreement it enters into with County.

7.2 Result of Default. If any one or more events of default set forth in Section 7.1 occur, or at any time thereafter during the continuance of such event, County may, at its sole option, exercise one or more of the following rights:

7.2.1 Terminate the rights of Licensee hereunder by giving thirty (30) days written notice thereof, which termination shall be effective upon the date specified in such notice, in which event the Term and all rights of Licensee hereunder shall expire and terminate on such date and County shall be released and relieved of all liability under this Agreement;

7.2.2 Sue Licensee for all damages, costs, and expenses arising from the Event of Default, and recover all such damages, costs, and expenses, including reasonable costs and attorneys' fees at both trial and appellate levels;

7.2.3 Restrain, by injunction, the commission or attempted commission of an event of default and to obtain a decree specifically compelling performance of any such term or provision of this Agreement. Licensee acknowledges that County would not have an adequate remedy at law for an event of default and that injunctive relief or specific performance are required to protect the public from irreparable harm;

7.2.4 Draw down on a required Letter of Credit or Security Deposit; and/or

7.2.5 Exercise any and all other remedies available to County at law or in equity.

In the event of any termination by County, County may accelerate and declare immediately due and payable all unpaid amounts due and other sums required to be paid under this Agreement (excluding amounts not yet payable prior to the termination). In addition, Licensee shall be liable for all damages incurred by County in connection with Licensee's default or the termination of this Agreement upon such a default, including without limitation, all direct damages, such as collection costs and reasonable attorneys' fees, as well as indirect, consequential, and all other damages whatsoever. The exercise by County of any right of termination shall be without prejudice to any other such rights and remedies. No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy provided in this Agreement or otherwise available, and each and every remedy shall be cumulative.

7.3 Remedies under Federal Bankruptcy Laws. Neither this Agreement nor any rights or privileges under this Agreement shall be an asset of Licensee in any bankruptcy, insolvency, or reorganization proceeding. If County is not permitted to terminate this Agreement because of the provisions of any Applicable Law, including, but not limited to, the United States Bankruptcy Code, Licensee or any trustee for it shall, within fifteen (15) calendar days, upon request by County to the applicable court of administrative body, assume or reject this Agreement, provided, however, that Licensee may not assume this Agreement unless all Events of Default have been cured, County shall have been compensated for any monetary loss resulting from such Events of Default, and County shall be provided with adequate assurance of full and timely

performance of all provisions, terms, and conditions of this Agreement on the part of Licensee to be performed.

Notwithstanding the foregoing, to the greatest extent permitted under Applicable Law, upon the filing by or against Licensee of any proceeding under federal bankruptcy laws, if there has been an Event of Default within the six (6) months preceding such filing, County shall have the right to immediately terminate this Agreement, in addition to other remedies provided under provisions of any Applicable Law, including, but not limited to, the United States Bankruptcy Code. Such termination shall be by written notice to Licensee within sixty (60) calendar days from the date of Licensee's initial filing in bankruptcy court.

7.4 Payment under Protest. Notwithstanding anything to the contrary in this Agreement, if a dispute arises between County and Licensee with respect to any obligation or alleged obligation of Licensee to pay money, the payment under protest by Licensee of the amount claimed by County to be due shall not waive any of Licensee's rights, and if any court or other body having jurisdiction determines that all or any part of the protested payment was not due, then County shall as promptly as reasonably practicable reimburse Licensee any amount determined as not due. County shall not be required to pay any interest on any such reimbursed sums.

7.5 Habitual Default. Notwithstanding the foregoing, if Licensee has, in the sole discretion of the Aviation Department, frequently, regularly, or repetitively defaulted in the performance of, or breached any of, or been in noncompliance with, any of the terms and conditions required herein to be kept and performed by Licensee, and regardless of whether Licensee has cured each individual condition of breach or default, Licensee may be determined by the Aviation Department to be a "habitual violator." At the time such determination is made, the Aviation Department shall issue to Licensee a written notice advising of such determination and citing the circumstances. The notice shall also advise that there shall be no further notice or cure periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults of whatever nature, taken with all previous breaches and defaults, shall be considered cumulatively and, collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the County may terminate this Agreement upon the giving of written notice of termination to Licensee. Such termination shall be effective upon delivery of the notice to Licensee.

7.6 County's Acceptance of Payment Is Not a Waiver. County's acceptance of License Fee, charges, or other payments, in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions hereof to be performed, kept, or observed by Licensee does not waive County's right to terminate this Agreement or to exercise any other available remedies.

ARTICLE 8. SURRENDER AND ACCEPTANCE OF PREMISES

8.1 Surrender and Condition. Upon the expiration or earlier termination of this Agreement, Licensee shall surrender possession of the Licensed Premises in the same condition as it was received on the first day of occupancy, less reasonable wear and tear, and all of the Licensed

Premises and Improvements located thereon shall be free and clear of all liens, encumbrances, and security interests. The required condition of the Licensed Premises at the time of Licensee's surrender shall include, but not be limited to, the following, as applicable: (i) all flooring must be cleaned as reasonably required by County; (ii) all doors and walls must be patched and painted with a color approved by County; (iii) all ceiling tiles shall be in place, clean, and matching; (iv) all Licensee installed conduit and wiring shall be removed if requested by County; and (v) all personal property shall be removed along with any Improvements the County required removed pursuant to Section 3.2.

8.2 Final Walkthrough. Prior to County's acceptance of surrender, a final exit inspection shall be conducted by Licensee and the Aviation Department to determine compliance with this article and the Aviation Department's acceptance of the condition of the Licensed Premises. The Aviation Department's acceptance of the condition of the Licensed Premises and satisfaction of the surrender thereof shall be reduced to writing by the Aviation Department. In the event Licensee fails to comply with the terms of this Article 8, County reserves the right to perform all necessary work to bring the Licensed Premises to its original condition prior to Licensee's occupancy, normal wear and tear excepted, and Licensee shall reimburse County for all expenses incurred within fifteen (15) days after written demand from County. The provisions of this section shall survive the expiration or other termination of this Agreement.

8.3 Removal. Licensee has the right at any time during the Term of this Agreement to remove any equipment it has installed in, on, or about the Licensed Premises, subject to any lien County may have thereon for unpaid fees, charges, or other amounts payable under this Agreement, and provided that Licensee shall restore any damage to the Licensed Premises and the Licensed Premises shall be returned to County in the same condition as defined in Section 8.1. Any such property not removed by Licensee by the expiration or earlier termination of this Agreement shall become part of the Licensed Premises or, if elected by County, may be removed, stored, or sold by County, at Licensee's expense.

8.4 Not Obligated to Accept Surrender. In the event Licensee fails to surrender the Licensed Property in the condition required by this Agreement or has failed to complete any of the obligations due under this Agreement, County shall not be obligated to accept Licensee's surrender of the Licensed Property until same have been satisfied and Licensee shall be considered to be holding over and subject to the provisions of Section 8.6. During the period of time from the Termination Date of this Agreement and until County is satisfied, in its sole discretion, with Licensee's surrender of the Licensed Property, Licensee shall be considered a holdover Licensee.

8.5 Acceptance of Surrender of Licensed Premises. No agreement of surrender or an acceptance of surrender of the Licensed Premises is valid unless and until it has been reduced to writing and signed by Aviation Department's and Licensee's duly authorized representatives.

8.6 Holdover. Any holding over of Licensee after the expiration or earlier termination of this Agreement shall not renew and extend same, and Licensee's occupancy shall be construed as a holdover; Licensee agrees to pay to County the License Fee and all other charges required to be

paid hereunder during any such holdover period. County, at its option, may impose a double monthly License Fee amount during any holdover period. Licensee shall be liable to County for all loss or damage on account of any such holding after the expiration or earlier termination of the Term, whether such loss or damage may be contemplated at the execution of this Agreement or not. It is expressly agreed that acceptance of the License Fee and any other payments by County in the event that Licensee fails or refuses to surrender possession shall not operate or give Licensee any right to remain in possession nor shall it constitute a waiver by County of its right to immediate possession or constitute an extension or renewal of the Term.

ARTICLE 9. DAMAGE

9.1 **Licensee Responsibilities.** County shall not be liable to Licensee for damage to Licensee's property or Improvements from any cause whatsoever, including, but not limited to, any negligence of any tenant, occupant, Airport Users or any other person, unless, and only to the extent, caused by the negligence of County or County's agents, or employees. Nothing in this section shall preclude Licensee from any claim or attempt to recover its damages from any third party (other than County) who may be liable therefor.

9.2 **Abatement of Fees.** In the event of damage or destruction to all or any portion of the Licensed Premises that renders the same untenable, there shall be an appropriate abatement or reduction of the License Fee payable under this Agreement, as determined by County in its sole discretion, commencing at the time of such damage or destruction and continuing until such time as County certifies that the Licensed Premises or applicable portion(s) thereof are again ready for use and occupancy by Licensee. In the alternative, County may, in its sole and exclusive discretion, relocate Licensee to other suitable premises pursuant to Article 2, and License Fee shall be adjusted, if warranted, in accordance with Section 2.2.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

10.1 **Indemnification.** Licensee shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Licensee, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Licensee shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Licensee under this Agreement may be retained by County until all Claims subject to this indemnification

obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

10.2 Insurance. Licensee shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages set forth in **Exhibit B**, in accordance with the terms and conditions required by this article. If services are required of Licensee pursuant to this Agreement subsequent to the expiration of the Agreement, Licensee shall provide, pay for, and maintain in force such insurance coverages until County determines all services required of Licensee have been completed. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum AM Best financial rating of A-, and that maintain a registered agent in Broward County, Florida upon whom service of process may be made.

10.2.1 Licensee shall specifically protect County by naming Broward County as an additional insured/loss payee under the primary and non-contributory General Liability Policy, Business Automobile Liability, Excess Liability, and any Property or Environmental Insurance policies. All retentions, deductibles, and exclusions must be declared in writing and approved in writing by County. Licensee shall be solely responsible to pay all deductibles or retentions. If Licensee maintains broader coverage or higher limits than the minimums shown in **Exhibit B**, County requires, and shall be entitled to, the broader coverage or the higher limits maintained by Licensee.

10.2.2 Licensee shall provide written notice to County of any cancellation or restriction of insurance at least thirty (30) days prior to the date of expiration, or ten (10) days prior to the date of expiration for cancellation due to non-payment, and shall concurrently provide County with a copy of its updated Certificates of Insurance. Upon request by County, Licensee shall provide a copy of any policy required by this article within fourteen (14) days after a written request to Licensee, either by inspection of the policy at Broward County Aviation Department or by providing a copy of the policy. Any insurance coverage that is written on a "claims made" basis must remain in force for two (2) years after the termination or expiration of this Agreement. Commercial General Liability Insurance shall be written on an "occurrence" basis only.

10.2.3 County may modify the insurance coverages required under this article at any time as County determines necessary to protect County's interest. In such event, County shall notify Licensee of the modified requirements, and Licensee shall provide an updated Certificate of Insurance evidencing such modified coverages within thirty (30) days after County's notice of the modification to the requirements.

10.2.4 **Subrogation.** Notwithstanding anything to the contrary in this Agreement, Licensee waives any right of recovery against County for any loss or damage to the extent the same is required to be covered by Licensee's insurance hereunder. Licensee shall obtain from its insurers a waiver of subrogation in favor of County in connection with any loss or damage covered by Licensee's insurance.

10.2.5 Certificate Holder Address. The certificate holder address shall read "Broward County, c/o Aviation Department, 320 Terminal Drive, Suite 200, Fort Lauderdale, Florida 33315," or such other address as may from time to time be required by County.

10.2.6 Contractor and/or Subcontractor Coverage. Any contractor and/or subcontractor performing work for Licensee shall have Broward County listed as a certificate holder for all coverages and as an additional insured for its General Liability, Excess Liability, and Pollution coverages. Licensee shall require its subcontractors to provide all appropriate and necessary insurance coverages in their respective agreements.

10.2.7 The failure of County to demand evidence of the required insurance or to identify any deficiency in Licensee's coverage based on the evidence of insurance provided shall not be construed as a waiver by County. The insurance requirements required under this Agreement are minimum requirements, and shall in no way limit Licensee's liability arising out of the work performed, related activities, or use permitted under this Agreement.

The provisions of this Paragraph 10.2 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 11. OTHER PROVISIONS

11.1 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by Licensee without the prior written consent of County. Any such action shall not relieve Licensee of its obligations hereunder. County reserves the right to condition its approval of any assignment upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence. Licensee's obligations of this Agreement shall survive the any approved assignment.

11.2 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.3 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision

of this Agreement, or acceptance of any fees or any partial performance by Licensee, shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.4 Compliance with Laws. Licensee must comply with all Applicable Law in performing its duties, responsibilities, and obligations pursuant to this Agreement, including any pertaining to emergency training or governing the safe conduct on and operation, maintenance, and use of the Airport.

11.5 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.6 Independent Contractor/Relationship of Parties. The relationship of County and Licensee under this Agreement is the relationship of licensor and licensee. Neither Licensee nor its agents shall act as officers, employees, or agents of County. Licensee shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.7 Third-Party Beneficiaries. Neither Licensee nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement, and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.8 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.9 Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either party.

11.10 Incorporation by Reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.11 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement shall be effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Licensee.

In the event that the United States Government, or any of its departments or agencies require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Licensee shall consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or

requirements of this Agreement as may be reasonably required (collectively, a "Required Amendment"). Notwithstanding the foregoing, in the event any such Required Amendment would unreasonably interfere with the business operations of Licensee, then Licensee may refuse to consent to such Required Amendment, but Licensee must give immediate notice to County of any such refusal to consent and such notice must state with specificity the reasons for any such refusal. County shall have the right to immediately terminate this Agreement upon the failure of Licensee to consent to any such Required Amendment.

11.12 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein. Notwithstanding the foregoing, the execution of this Agreement does not have any effect on an obligation of Lessee that accrued, but was not fully performed, under any prior agreement between the Parties ("Unsatisfied Obligation"). Any such Unsatisfied Obligation is neither terminated nor waived by the execution of this Agreement, remains in full force and effect until fully performed, and is deemed incorporated herein to the extent necessary to enforce the same.

11.13 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.14 Survival. Upon termination or expiration of this Agreement, Licensee shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration. Notwithstanding any provision of this Agreement to the contrary, no obligation which accrued but has not been satisfied under any prior agreements between the Parties shall terminate or be considered cancelled upon execution of this Agreement. Rather, such obligation shall continue as if it had accrued under this Agreement until the obligation is satisfied.

11.15 Federal Aviation Act, Section 308. Nothing contained in this Agreement shall be deemed to grant Licensee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act, as codified in Title 49 USC Section 40103, et seq., for the conduct of any activity on the Airport. The rights granted under this Agreement are non-exclusive and County reserves the right to grant similar privileges to another licensee or other users of the Airport facilities.

11.16 Subordination of Agreement. This Agreement is subject and subordinate to the terms and conditions of the instruments and documents under which County acquired the Airport from the United States of America, and shall be given only such effect as will not conflict or be

inconsistent with the terms and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Agreement is subject and subordinate to any ordinances, rules, or regulations which have been, or may hereafter be adopted by County pertaining to the Airport. This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between County and the United States Government relative to the operations or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to County for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport under the provisions of the Federal Aviation Act of 1958, as codified in the United States Code, Title 49. In addition, this Agreement is subordinate and subject to the provisions of all resolutions heretofore and hereafter adopted by County in connection with any revenue bonds issued by County with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, but not limited to, any pledge, transfer, hypothecation, or assignment made at any time by County to secure any such bonds.

11.17 Agent for Service of Process. If Licensee is not a resident of the State of Florida, is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then Licensee hereby designates the Secretary of State of the State of Florida as its agent for the purpose of service of process in any court action between it and County arising out of or based upon this Agreement, and service shall be made as provided by the laws of the State of Florida for service upon a non-resident who has designated the Secretary of State as agent for service. If for any reason service of such process is not possible, as an alternative method of service of process, Licensee may be personally served with such process out of this State by certified mailing to Licensee at the address set forth in this Agreement. Any such service out of this State shall constitute valid service upon Licensee as of the date of mailing. Licensee is amenable to and agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

11.18 Waiver of Claims. The Parties each hereby waives any claim against one another and the other's officers, directors, commissioners and employees, for any consequential damages, including, but not limited to, any loss of business or anticipated profits. No commissioner, director, officer, agent, or employee of County shall be charged personally or held contractually liable under any term or provisions of this Agreement, including as amended, due to an actual or alleged breach of this Agreement or the execution or attempted execution of this Agreement.

11.19 No Remedy Exclusive. No remedy conferred in this Agreement upon or reserved to County or Licensee is intended to be exclusive of any other remedy herein provided or otherwise available, and each and every remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement or now or hereafter existing at law or in equity.

11.20 Development and Expansion of Airport. County shall have the right to develop, maintain, and operate the Airport as it deems advisable and desirable in accordance with such appropriate governmental authority and regulation as may be applicable, and County shall have the right to

make such agreements as County deems necessary or advisable in connection with federal and state funding of Airport improvements, alterations, or modifications. If at any point County seeks federal, state, or local government approval regarding the operation or modification of the Airport, Licensee shall provide any and all reasonably requested cooperation and support, including, without limitation, supporting County's efforts to obtain any such approvals and executing any documents or instruments reasonably requested by County. Licensee shall not be required to bear any additional expense and shall not be deemed an agent of County.

11.21 Condemnation. In the event the Licensed Premises or any part thereof shall be condemned and taken by authority of eminent domain, with or without litigation, or transferred in lieu of or under threat of such action (collectively, a "Condemnation"), any award shall be paid to County, it being understood that title to all Improvements thereon remains fully vested in County (except for Licensee's trade fixtures), free and clear of any liens and encumbrances, and there shall be no apportionment. Licensee shall not be entitled to any award for the value of the unexpired portion of the Term of this Agreement or any business damages or any other damages whatsoever. In the event a Condemnation results in a partial taking of the Licensed Premises, rental for that portion of the Licensed Premises condemned shall be abated from the date Licensee is dispossessed. If the remainder of the Licensed Premises does not, in Licensee's reasonable judgment, constitute an economically viable property sufficient for Licensee's operations as conducted prior to such taking, this Agreement may be terminated by Licensee upon written notice to County, in which event this Agreement shall be terminated on the date the Licensed Premises are completely vacated and surrendered by Licensee in accordance with Article 8.

11.22 Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR BROWARD COUNTY:

County Administrator
Governmental Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: bhenry@broward.org

with a copy to:

Director of Aviation
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Email address: mgale@broward.org

FOR LICENSEE:

New Cingular Wireless PCS, LLC
Attn:TAG-LA
Cell Site #26322
Cell Site Name: FTLA (FL)
Fixed Asset No: 10023188
1025 Lenox Park Boulevard NE, 3rd Floor
Atlanta, Georgia 30319
Email address: None Provided

with a copy to:

New Cingular Wireless, PCS, LLC
Attn: AT&T Legal Department
Cell Site #26322
Cell Site Name: FTLA (FL)
Fixed Asset No: 10023188
208 S. Akard Street
Dallas, Texas 75202-4206
Email address: None Provided

11.23 Civil Rights - General. Licensee shall comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

11.24 Civil Rights - Title VII Assurances. Licensee shall abide by and comply with the nondiscrimination requirements set forth on **Exhibit C**, attached hereto and made a part hereof, to the extent same are applicable by law, rule, or regulation, or federal grant requirements.

11.25 Nondiscrimination. Neither party to this Agreement shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

Licensee shall include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

11.26 Federal Fair Labor Standards Act (Federal Minimum Wage). This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Licensee has full responsibility to monitor compliance to the referenced statute or regulation. Licensee must

address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11.27 Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Licensee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Licensee retains full responsibility to monitor its compliance and its subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Licensee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

11.28 Security Regulations. Licensee certifies and represents that it will comply with the Airport Security Requirements attached hereto and incorporated herein as **Exhibit D**.

11.29 Public Entity Crime Act; Discriminatory Vendor; Scrutinized Companies Lists. Licensee represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Licensee further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Licensee has been placed on the convicted vendor list. Licensee represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Licensee further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. This Agreement may be terminated for cause if any of the foregoing representations are false.

11.30 Right of Flight. County reserves unto itself, for the use and benefit of the public, at any and all times, a right of flight for the passage of aircraft in the airspace above the Licensed Premises together with the right to cause in that airspace such noise and other intrusions as may be inherent in the operations of any aircraft for navigation or flight in that airspace, and for aircraft landing on, taking off from, or operating at the Airport.

11.31 Compliance with FAR Part 77. Licensee shall restrict the height of structures, objects of natural growth, and other obstructions on the Licensed Premises to such height as to comply with all applicable Federal Aviation Regulations, including, but not limited to, 14 CFR Part 77.

11.32 Airport Hazard. Licensee shall prevent any use of the Licensed Premises which would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute a hazard.

11.33 Police/Regulatory Powers. County cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations governing the Licensed Premises, any Improvements thereon, or any operations at the Licensed Premises. Nothing in this Agreement shall be deemed to create an affirmative duty

of County to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing in this Agreement shall be considered zoning by contract.

11.34 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

11.35 Visual Artists' Rights Act. With respect to construction or installation of any Improvements at the Licensed Premises and regarding the requirements of the federal Visual Artists Rights Act of 1990, 17 USC Sections 106A and 113 (the "Act"), Licensee shall not (i) hire any artist or permit any sublicensee to hire any artist for the purpose of installing or incorporating any work of art into or at the Licensed Premises, or (ii) permit the installation or incorporation of any work of art in or at the Licensed Premises without the prior written approval of County. Licensee shall provide such reasonable documentation as County may request in connection with any request for such approval and the approval of County may be conditioned upon the execution by the artist of a waiver of the provisions of the Act, in form and substance acceptable to County.

11.36 Environmental Compliance, Containment, And Removal

11.36.1 Licensee shall provide County, upon request, a list of all Hazardous Materials stored, used, generated, or disposed of on Airport property by Licensee. Licensee shall also complete the form attached hereto as **Exhibit E** and shall deliver same to County contemporaneously with its execution of this Agreement. Licensee represents that, to the best of its knowledge, the matters disclosed on such form are accurate and complete as of the Effective Date. At the request of County (not more than once a year), Licensee shall provide an accurate and complete update as to the matters set forth on **Exhibit E**.

11.36.2 Licensee shall comply with all Applicable Law covering the Airport, including, but not limited to, those addressing the following, if applicable:

- (1) Proper use, storage, treatment, and disposal of Hazardous Materials, including contracting with a licensed hazardous waste transporter or treatment and disposal facility to assure proper transport and disposal of Hazardous Materials.
- (2) Proper use, disposal, and treatment of stormwater runoff, including the construction and installation of adequate pre-treatment devices or mechanisms required by Applicable Law. Licensee shall have in place, and make available to County for review, all required environmental licenses, approvals, permits, and other documents, including, but not limited to, if applicable, a site specific

Stormwater Pollution Prevention Plan and a Spill Prevention and Countermeasures Plan.

(3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all requirements of Applicable Law, including the installation and operation of adequate monitoring devices and leak detection systems.

(4) Adequate facilities for management, secondary containment, and, as necessary, pretreatment of Hazardous Materials and the proper disposal thereof.

(5) Compliance with reporting and notification requirements of Emergency Planning and Community Right to Know Act of 1986 (Title III of the Superfund Amendments and Reauthorization Act), Rules 62-761 and 62-762, Florida Administrative Code, and Chapter 27 of the Broward County Code of Ordinances, as applicable.

11.36.3 The Release or Discharge of any Hazardous Materials by Licensee at the Licensed Premises or at any other Airport property, whether caused by the officers, employees, contractors, subcontractors, or agents of Licensee, that is in an amount that is in violation of any Applicable Law, committed at any time, shall be, at Licensee's expense, and upon demand of County or any local, state, or federal regulatory agency, immediately contained, removed, and abated to meet the requirements of all Applicable Law. If Licensee does not take action immediately to have such Hazardous Materials contained, removed, and abated, County or any local, state, or federal regulatory agency may undertake the removal of the Hazardous Materials; however, any such action by County or any local, state, or federal regulatory agency shall not relieve Licensee of its obligations under this or any other provision of this Agreement or as imposed by law. No action taken by either Licensee or County to contain or remove Hazardous Materials, or to abate a Release or Discharge, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its Release or Discharge. Notwithstanding the foregoing, Licensee shall not be liable for the presence of any Hazardous Materials at the Licensed Premises or the Airport caused by County or persons or entities other than Licensee or its officers, employees, contractors, subcontractors, or agents.

11.36.4 Licensee shall provide County with notice of Releases or Discharges of Hazardous Materials that occur at any area used by Licensee due to Licensee's operations at the Airport and that is caused by Licensee or its officers, employees, contractors, subcontractors, or agents. Such notice shall be provided in accordance with the requirements of Chapter 27 of the Broward County Code of Ordinances, including, but not limited to, Sections 27-305 and 27-355. Licensee shall maintain a log of all such notices and shall also maintain all records required by federal, state, County, or local laws, rules, and regulations, and also such records as are reasonably necessary to adequately

assess environmental compliance in accordance with all Applicable Law. Upon request by County, Licensee shall make all documentation required by this section available for the review of County or its designated representatives.

11.36.5 As required by Applicable Law, Licensee shall provide the required federal, state, County, and local regulatory agencies with notice of any Release or Discharge of Hazardous Materials on the Licensed Premises occupied by Licensee on the Airport property, which Release or Discharge was caused by Licensee. Licensee shall further provide County and the Environmental Protection and Growth Management Department (or successor agency) with written notice within three (3) business days following commencement of same of the measures to contain, remove, abate, remediate, and monitor any Release or Discharge in full compliance with all Applicable Law. Licensee shall have an updated contingency plan (or comparable document) in effect which provide minimum standards and procedures for storage, handling, and use of regulated Hazardous Materials and other Hazardous Materials, prevention and containment of Releases or Discharges, and transfer and disposal of regulated Hazardous Materials and other Hazardous Materials. The contingency plan shall describe design features, response actions, and procedures to be followed in case of Releases, Discharges, or other accidents involving Hazardous Materials.

11.36.6 County, upon reasonable written notice to Licensee, shall have the right to inspect all documents relating in any way to the Release or Discharge of any Hazardous Materials at the Airport, the environmental condition of the Licensed Premises occupied by Licensee, any curative, remediation, or monitoring efforts on any Airport property by Licensee, and any documents required to be maintained under all Applicable Law, including, but not limited to, any development order issued to County pertaining to the Airport pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Hazardous Materials, Environmental Site Assessments, and sampling and test results. Licensee shall allow inspection of the Licensed Premises occupied by Licensee by appropriate federal, state, County, and local agency personnel in accordance with all Applicable Law, and as required by any development order issued to County pertaining to the Airport pursuant to Chapter 380, Florida Statutes.

11.36.7 If County, pursuant to this section, arranges for the containment, removal, or abatement of any Hazardous Materials on the Licensed Premises or other Airport property used or occupied by Licensee, the Release, Discharge, or abandonment of which was caused by Licensee, all costs of such removal incurred by County shall be paid by Licensee to County within sixty (60) calendar days after County's written demand, with interest at the rate of eighteen percent (18%) per annum thereafter accruing.

11.36.8 Nothing in this Agreement shall relieve Licensee of its general duty to cooperate with County in ascertaining the source and, containing, removing, and abating any Hazardous Materials and Releases or Discharges. County and its employees,

contractors, and agents, upon reasonable written notice to Licensee, and the federal, state, local and other County agencies, and their employees, contractors, and agents, in accordance with all Applicable Law, shall have the right to enter the Licensed Premises occupied by Licensee for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections, and audits as it deems appropriate. Any such entering of the Licensed Premises occupied by Licensee by County shall be, if possible, without unreasonable interference with Licensee's operations on the Licensed Premises and at reasonable times.

11.36.9 If any assessment or inspection undertaken by County, state, or federal agencies indicates that further actions should be conducted, then County shall have the right to have such further actions conducted at Licensee's expense. Licensee shall reimburse to County the cost of such assessments and inspections within sixty (60) calendar days following written demand for payment, with interest at the rate of eighteen percent (18%) per annum thereafter accruing. Licensee shall have the right to split any soil or water samples obtained by County.

11.36.10 In the event County shall arrange for the containment, removal, abatement, or remediation of Hazardous Materials or Hazardous Material Releases or Discharges on the Licensed Premises occupied by Licensee that are not the responsibility of Licensee to correct, County shall use reasonable efforts to not disrupt Licensee's operations; however, in no event shall Licensee be entitled to any abatement of rent or any amount on account of lost profits, lost fees, or other damages as a result of County's activities under this section.

11.36.11 All flammable liquids that are kept or stored at the Licensed Premises must at all times be handled, stored, used, and dispensed in accordance with all Applicable Law and other requirements, including, but not limited to, any rules, regulations, or minimum standards that are established by County for operations of Airport tenants.

11.36.12 The provisions of this Section 11.38 shall survive the expiration or other termination of this Agreement.

11.37 Damage to Airport Facilities. Licensee shall be responsible for any and all damage to the Airport caused by the negligence of Licensee, including, but not limited to, damage to Terminal areas, ramp and taxiway areas, engine run-up areas, runways, hangar facilities, and any and all areas where any activities are performed by Licensee.

11.38 Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Licensee as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, shall be deemed to apply to such construction work. Licensee shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in **Exhibit F** and **Exhibit G**.

11.39 MOA for Land Use Controls. To the extent applicable, this Agreement is subject to the Memorandum of Agreement for Land Use Controls, dated July 1, 2015, between County and the Division of Waste Management, Florida Department of Environmental Protection, recorded on July 23, 2015, at instrument # 113129335 of the Public Records of Broward County, Florida, which enables County to assess and remediate contamination at the Airport consistent with applicable standards and procedures.

11.40 Ground Handling. Licensee shall not utilize, hire, or otherwise employ any ground handling company that has not executed an Airline Service Provider Agreement with County, which Airline Service Provider Agreement is active and in good standing.

11.41 Signs. Licensee shall obtain the written permission of County prior to the installation of signs, billboards, or advertising on the Licensed Premises, which permission shall not be unreasonably withheld.

11.42 Use of County Logo. Licensee shall not use County's name, logo, or otherwise refer to this Agreement in marketing or publicity materials without prior written consent from County.

11.43 Contingency Fee. Licensee represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Licensee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11.44 Representation of Authority. Licensee represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Licensee, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Licensee has with any third party or violates Applicable Law. Licensee further represents and warrants that execution of this Agreement is within Licensee's legal powers, and each individual executing this Agreement on behalf of Licensee is duly authorized by all necessary and appropriate action to do so on behalf of Licensee and does so with full legal authority.

11.45 Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

11.46 Counterparts and Multiple Originals. This Agreement 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.

11.47 Time of Essence. Time is of the essence with respect to this Agreement and shall apply to all terms and conditions contained in this Agreement.

11.48 Authorized Representatives. Unless otherwise expressly stated herein or in the applicable Procurement Code, Code of County Ordinances, or County Code of Administrative Procedure, staff of the Broward County Aviation Department may act on behalf of County to exercise the authority and powers of County under this Agreement.

11.49 Verification of Employment Eligibility. Licensee represents that Licensee and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Licensee violates this section, County may immediately terminate this Agreement for cause and Licensee shall be liable for all costs incurred by County due to the termination.

11.50 Prohibited Telecommunications Equipment. Licensee represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Licensee represents and certifies that Licensee and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

11.51 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Administrative Code, Licensee represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

11.52 Public Records. To the extent Licensee is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Licensee shall:

11.52.1 Keep and maintain public records required by County to perform the services under this Agreement;

11.52.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.52.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.52.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Licensee or keep and maintain public records required by County to perform the services. If Licensee transfers the records to County, Licensee shall destroy any duplicate public records that are exempt or confidential and exempt. If Licensee keeps and maintains public records, Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Licensee to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Licensee will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Licensee contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Licensee must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Licensee as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Licensee. Licensee shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-2305, TCURETON@BROWARD.ORG, 320 TERMINAL DRIVE, SUITE 200, FORT LAUDERDALE, FLORIDA 33315.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this NONEXCLUSIVE REVOCABLE AGREEMENT: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board of Commissioners action on the ____ day of _____, 20__, and NEW CINGULAR WIRELESS PCS, LLC, signing by and through its duly authorized representatives.

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 _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By Sharon V. Thorsen
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

Digitally signed by Sharon V.
Thorsen
Date: 2021.11.19 15:05:33
-05'00'

SVT/md
NonExc. Rev. License
New Cingular Wireless PCS, LLC
11/09/21

**NONEXCLUSIVE REVOCABLE LICENSE AGREEMENT BETWEEN
BROWARD COUNTY AND NEW CINGULAR WIRELESS PCS, LLC
FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A CELLULAR
SYSTEM AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

LICENSEE

WITNESSES:

DocuSigned by:
Neil Boyer
Signature _____
Neil Boyer Director

Print Name of Witness above

DocuSigned by:
Amy Meek
Signature _____
Amy Meek Amy Meek

Print Name of Witness above

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: John Heggy
Authorized Signor

John Heggy Area Manager

Print Name and Title

____ day of _____, 20____

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

EXHIBIT A - LICENSED PREMISES

The Improvements are located throughout the Airport in the areas more particularly described in the document entitled "New Cingular Wireless PCS-ATT Wireless\Exhibit A" which is on file at the Broward County Aviation Department, Business and Property Management Division.

EXHIBIT B – INSURANCE

INSURANCE REQUIREMENTS
NONEXCLUSIVE REVOCABLE CELLULAR LICENSE AGREEMENT

TYPE OF INSURANCE	ADDL INSR	SUHR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$5 mil	\$5 mil
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$5 mil airside \$1 mil landside	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$1mil	
<input checked="" type="checkbox"/> TECHNOLOGY PROFESSIONAL LIABILITY (ERRORS & OMISSIONS). **Required if any, cables, wires or other equipment have access to any of the County's network.	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: 2 years *Maximum Deductible:	\$25k	\$5mil
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10 k	Completed Value
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days' written notice of cancellation, 10 days' notice of cancellation for non-payment. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.					
CERTIFICATE HOLDER: Broward County Aviation Department Ft. Lauderdale-Hollywood International Airport 320 Terminal Drive Suite 200 Fort Lauderdale, FL 33315 Business			Tracy Meyer Digitally signed by Tracy Meyer Date: 2021.08.27 15:38:49 -0400 Risk Management Division		

EXHIBIT C - NONDISCRIMINATION REQUIREMENTS

I. 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 contractors) 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 U.S.C. § 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 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (P.L. 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, subrecipients 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 C.F.R. parts 37 and 38;

- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 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 U.S.C. 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 C.F.R. 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 under the Agreement until Licensee complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

6. *Incorporation of Provisions:* Licensee will include the provisions of paragraphs one through six 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.

II. Nondiscrimination - 14 C.F.R. 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 C.F.R. Part 152, Subpart E, to insure 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 C.F.R. 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 suborganizations 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 C.F.R. 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 C.F.R. 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 C.F.R. Part 152, Subpart E, only when they fully meet the standards set forth in 14 C.F.R. 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 C.F.R. Part 152, Subpart E.

3. If required by 14 C.F.R. 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 suborganizations to keep similar records as applicable.

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.

EXHIBIT D - SECURITY REQUIREMENTS – AVIATION DEPARTMENT**Airport Security Program and Aviation Regulations.**

Licensee shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Licensee, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Licensee shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be reasonably prescribed by County, including any regulations pertaining to emergency training, and shall take such steps as may be necessary or directed by County to ensure that subconsultants/subcontractors, employees, invitees, and guests of Licensee observe these requirements. If required by the Aviation Department, Licensee shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Licensee, its subconsultants/subcontractors, employees, invitees, or guests, County incurs any fines and/or penalties imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including, but not limited to, airport security regulations, or the rules or regulations of County, and/or any expense in enforcing County's Airport Security Program, then Licensee shall pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Licensee shall rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Licensee fails to remedy any such deficiency, County may do so at the sole cost and expense of Licensee. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) **Access to Security Identification Display Areas and Identification Media.** Licensee shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees including those who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Licensee shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Licensee's personnel transferred from the Airport, or terminated from the employ of Licensee, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Licensee shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. Licensee shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right

to require Licensee to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

(b) Operation of Vehicles on the AOA: Before Licensee shall permit any employee of Licensee or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), Licensee shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Licensee or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(c) Consent to Search/Inspection: Licensee's vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Licensee and its subconsultant/subcontractors shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, persons not executing such consent-to-search/inspection form shall not be employed by Licensee or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Licensee or by any subconsultant/subcontractor.

(d) If any of Licensee's employees, or the employees of any of its subconsultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.

(e) The provisions of this Exhibit shall survive the expiration or any other termination of this Agreement.

EXHIBIT E - ENVIRONMENTAL DOCUMENTS

Company Name:

Mailing Address:

Street or Post Office Box

City: _____ State: _____ Zip Code: _____

Name of Environmental Representative: _____

Cell Phone Number: _____

Email Address: _____

Type of Agreement (Check One):

- () Airline Service Provider Agreement
() Terminal Building Lease Agreement
() Field Usage Agreement
() Meals Aloft Permit
() Other _____

Describe the activities performed and/or services provided under this agreement:

Does the company use any gas, oil or other environmentally sensitive products in the operation of your business? Explain in detail.

Does the company use any equipment or vehicles that use gas, oil or other environmentally sensitive products? Explain in detail.

Does the company perform fueling? Yes ___ No ___
Does the company use a vendor to perform fueling? Yes ___ No ___
If yes, what is the name and contact information of the fueling vendor?

Does the company perform aircraft or equipment maintenance? Yes ___ No ___
Does the company use a vendor for aircraft or equipment maintenance? Yes ___ No ___
If yes, what is the name and contact information of the maintenance vendor?

Does the company wash the exterior of planes? Yes ___ No ___
Does the company use a vendor to wash the exterior of planes? Yes ___ No ___
If yes, what is the name and contact information of the washing vendor?

Does the company have the following documents? Please provide a copy for the County's review:
If not applicable, denote "NA."

1. Best Management Plan, dated _____
2. Storm Water Pollution Prevention Plan, dated _____
3. Spill Prevention Control and Countermeasures Plan, dated _____
4. Hazardous Materials Plan, dated _____
5. Other applicable environmental plans:

Is the company required to file the SARA Title III Reporting? Yes ___ No ___

If Yes, was last filed on (date) _____

Does the company generate or store hazardous waste or hazardous materials pursuant to 40 CFR 261?

Yes ____ No ____.

If Yes, the status is ____ conditionally exempt; ____ small; ____ large quantity generator.

If required, reports were filed on (date) _____.

If Yes, what types of hazardous waste or materials do you generate or store?

Please provide all data sheets for any products used in cleaning or maintenance.

The County, State, or Federal governments issued to the Company the following environmental licenses and/or permits: (These licenses/permits include, but are not limited to, storage tanks, hazardous material, air, solid waste, hazardous waste, industrial wastewater pretreatment, and storm water). Provide copies of all environmental licenses and permits.

Permit Name/Type	License No.	Date Expires
------------------	-------------	--------------

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

EXHIBIT F - PREVAILING WAGE RATES

On November 17, 1983, the Broward County Board of County Commissioners enacted Section 26-5, Broward County Code of Ordinances, providing that, in all non-federally funded County construction procurement activity of \$250,000 or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (latest revision).

Prevailing Wage Rate Ordinance. If the project is not federally funded and if County is funding any portion of the construction project, then if the construction cost is in excess of \$250,000, the following shall apply:

- (a) The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision).
- (b) All mechanics, laborers, and apprentices, employed or working directly upon the site of the work shall be paid in accordance with the above-referenced wage rates. Licensee shall post notice of these provisions at the site of the work in a prominent place where it can be easily seen by the workers.
- (c) If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, County shall submit the question, together with its recommendation, to the County Administrator for final determination.
- (d) In the event it is found by County that any laborer or mechanic or apprentice employed by Licensee, or any subcontractor directly on the site of the work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, County may: (1) by written notice to Licensee terminate its right to proceed with the work or such part of work for which there has been a failure to pay said required wages; and (2) prosecute the work or portion thereof to completion by contract or otherwise. Whereupon, Licensee and its sureties shall be liable to County for any excess costs occasioned to County thereby.
- (e) Subparagraphs (a) through (d) above shall apply to prime contracts and subcontracts under such prime contracts.
- (f) Licensee shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics and apprentices working at the site of the work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

(g) If County is funding any portion of the work, Licensee shall submit, with each requisition to County for payment, a signed and sworn "Statement of Compliance" attesting to compliance with Section 26-5, Broward County Code of Ordinances. The Statement shall be in the form attached as **Exhibit G**.

(h) County may withhold or cause to be withheld from Licensee so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, watch persons, and guards employed by Licensee or any subcontractor on the work, the full amount of wages required by this Agreement.

(i) If Licensee or any subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the work all or part of the wages required by this Agreement, County may, after written notice to Licensee, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

**EXHIBIT G - STATEMENT OF COMPLIANCE
(PREVAILING WAGE RATE SECTION 26-5, BROWARD COUNTY CODE OF ORDINANCES)**

Contract No. _____

Project Title _____

The undersigned Licensee hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Section 26-5, Broward County Code of Ordinances and the applicable conditions of this Agreement.

Dated _____, 20____,

Licensee

By _____

(Signature)

By _____

(Name and Title)

STATE OF)

) SS.

COUNTY OF)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202_ by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(NOTARY SEAL)

Signature of Notary Public_____
Print, Type or Stamp Name of Notary