Lessee's Site ID: Delray Beach Police Station
Lessee's Site Number: 5000138352

CITY OF DELRAY BEACH
FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("Fourth Amendment"), is made by and between the CITY OF DELRAY BEACH, a Florida municipal corporation, with its principal offices located at 100 NW 1st Avenue, Delray Beach, Florida (the "City"), and CELLCO PARTNERSHIP d/b/a Verizon Wireless, a Delaware general partnership with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee"), is entered into this _____ day of _____, 2026.

WHEREAS, the City and Primeco Personal Communications, Limited Partnership, a Delaware limited partnership d/b/a Verizon Wireless ("Primeco"), executed a Lease Agreement dated November 2, 2000 (the "Original Lease"), whereby the City leased to Primeco tower antenna space and ground space (collectively, the "Leased Property") on the City's property located at 300 W. Atlantic Avenue, Delray Beach, Florida; and

WHEREAS, in 2001, Primeco changed its name to Verizon Wireless Personal Communications LP; and

WHEREAS, the City and Verizon Wireless Personal Communications LP, executed an Amendment to the Original Lease dated September 17, 2009 (the "First Amendment"), allowing Verizon Wireless Personal Communications, LP, in an emergency, to utilize the City's generator or to have a generator deliver to the Leased Property for use by Lessee; and

WHEREAS, in 2018, Lessee became the successor by operation of law to Verizon Wireless Personal Communications LP, and owner of all assets and obligations of Verizon Wireless Personal Communications LP, under the Lease; and

WHEREAS, the City and Lessee executed a Second Amendment to Lease Agreement dated May 3, 2022 (the "Second Amendment"), modifying the permitted equipment Lessee could install on the Leased Property; and

WHEREAS, the City and Lessee executed a Third Amendment to Lease Agreement dated February 7, 2023 (the "Third Amendment" and together with the Original Lease, First Amendment, and Third Amendment, collectively referred to as the "Lease"), modifying Paragraph 23(P) of the Original Lease and deleting Exhibit D-1 in its entirety and replacing it with Exhibit D-2; and

WHEREAS, the Original Lease expired on October 31, 2025 and has continued on a month to month basis; and

WHEREAS, the Parties desire to further amend the lease to extend the term of the Lease for a period of one (1) year, beginning retroactively upon November 1, 2025, and expiring on October 31, 2026; and

WHEREAS, the Parties desire to further amend the Original Lease to adjust the rent amount, effective as of November 1, 2025, as set forth in more detail below.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein.

2. Section 4(B) of the Original Lease is retroactively extended for one additional year commencing November 1, 2025 through October 31, 2026.

3. Section 5 of the Original Lease is deleted in its entirety and replaced as follows:

> RENT. Commencing November 1, 2025, rent shall be paid monthly in the amount of Three Thousand, Two Hundred Dollars ($3,200.00). Any outstanding, accrued, or backdated rent owed shall be paid in full within thirty (30) days of the execution of this Fourth Amendment.

4. The City, at its sole discretion, reserves the right to terminate this agreement with or without cause immediately upon providing 30-days written notice to Lessee.

5. **IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

   a. Lessee shall comply with the requirements of Chapter 119, Florida Statutes, and will:

      i. Keep and maintain public records required by the City to perform the service.

      ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost does not exceed the cost provided for by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease term and following the expiration or any earlier termination of the Lease if the Lessee does not transfer the records to the City.

iv. Following the expiration or any earlier termination of the Lease, transfer, at no cost, to the City all public records in possession of the Lessee or keep and maintain public records required by the City to perform the service. If the Lessee transfers all public records to the City upon the expiration or any earlier termination of the Lease, the Lessee shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Lessee keeps and maintains public records upon the expiration or any earlier termination of the Lease, the Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

v. Failure to comply with this Subsection 4(a) will be deemed a breach of the Lease and enforceable as set forth in Section 119.0701, Florida Statutes.

6. Lessee is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Lessee and its subcontractors and lower-tier subcontractors. Lessee understands and agrees that in addition to all other remedies and consequences provided by law, the failure of lessee or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

7. Lessee and its services under this Lease must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Upon written request therefore, Lessee agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. Lessee's obligations under this Section shall survive termination, cancellation or expiration of this Lease.

8. Pursuant to Fla. Stat. §286.101(3), where the amount of the Lease is $100,000.00 or more, Lessee shall disclose any current or prior interest of, any contract with, or any

grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Lessee represents and warrants that it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Lease, and it will remain in compliance with Fla. Stat. §286.101 for the duration of the term of this Lease.

9. Section 287.138, Florida Statutes, prohibits the City from entering into a contract which would give access to an individual's personal identifying information with an entity with: a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Upon submitting its Work Order, Lessee shall certify compliance with section 287.138, Florida Statutes, by executing the Proposer Certification regarding Entities of Foreign Countries of Concern, which is included in Attachment 2. The City reserves the right to terminate any lease in which a lessee provides a false certification or otherwise violates Section 287.138, Florida Statutes.

10. Lessee has fully complied with Florida Statute §787.06(13), which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute as evidenced by affidavit provided to the City.

11. In the event the City determines, using credible information available to the public, that Lessee has submitted a false certification or Lessee is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Lease and seek a civil penalty, and other damages and relief, against Lessee, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Lessee. Lessee shall not seek damages, fees, or costs against the City in the event the City terminates the Lease pursuant to this provision.

12. By its execution of this Lease, Lessee acknowledges that it has been informed by City of, and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a Lessee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

13. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Lessee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Lease, Lessee represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

14. Except as provided herein, all other terms and conditions of the Original Lease remain in full force and effect and are hereby confirmed. The Original Lease, Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No. 4 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed on their behalf as of the Effective Date above.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Alexis Givings, City Clerk

By: Thomas F. Carney, Jr., Mayor

Approved as to legal form
and sufficiency:

Lynn Gelin, City Attorney

WITNESSES:

CELLCO PARTNERSHIP
dba VERIZON WIRELESS

Signature

Jamie Fernandez
Print Name

Signature

Tyler Flohr
Print Name

By: Jay Bidlack

Print Name: Jay Bidlack

Title: Assoc. Dir. Real Estate

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th day of July, 2024, by Jay Bidlack (name of person), as Associate Director (type of authority) for Verizon (name of party on behalf of whom instrument was executed).

Personally known ✓ OR Produced Identification
Type of Identification Produced _____

Lauren McLemore
Notary Public – State of Florida

LAUREN MCLEMORE
MY COMMISSION # HH 651752
EXPIRES: March 16, 2029