



Memorandum

To: Honorable Mayor and Village Council

From: James M. Weinand, Acting Village Manager

Date: January 22, 2019

Subject: Verizon Wireless and Village of Tequesta Revocable License Agreement-
Merger notification and required consent to effect a change to the named
responsible licensee

The attached agenda item is formal notification and consent request to change the existing Revocable License Agreement between Verizon Wireless and the Village of Tequesta.

Following a December 31, 2018 merger with Cellco Partnership d/b/a Verizon Wireless, Cellco Partnership is now the responsible party for all obligations as licensee under the Agreement. This transaction solely amends the name of the responsible licensee and does not have any effect upon the operation of Verizon Wireless at the site.

The attached notice has been reviewed by the Village Attorney for legal sufficiency, approved for execution and return to Verizon Wireless.

There are no financial impacts associated with this change.

This agenda item is being submitted for your review. Thank you.



December 19, 2018

Verizon Wireless
One Verizon Place
Alpharetta, GA 30004-8511

Phone 678 339-4000

VIA OVERNIGHT COURIER

Village of Tequesta
ATTN: Village Manager
345 Tequesta Drive
Tequesta, FL 33469

Re: Revocable License Agreement (such agreement, as it may have been amended, being the "Agreement") by and between Village Of Tequesta, Florida ("Licensor"), as licensor, and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, as licensee (VZW Contract No. 165726)

Dear Sir or Madam:

In an effort to enhance operating efficiencies, we will be streamlining our corporate structure by reducing the number of operating subsidiaries. Verizon Wireless Personal Communications LP d/b/a Verizon Wireless is the licensee under the above-referenced Agreement. We are writing to inform you that, effective December 31, 2018, we intend to merge Verizon Wireless Personal Communications LP and into Celco Partnership d/b/a Verizon Wireless, the parent or other affiliate entity of Verizon Wireless Personal Communications LP. Following the merger, Celco Partnership will be responsible for all obligations as licensee under the Agreement.

Even though this transaction will merely result in another Verizon Wireless affiliate company becoming responsible for the obligations of the licensee under the Agreement, the Agreement can be interpreted as requiring that Verizon Wireless obtain the written consent of Licensor to the above-described transaction. The transaction will not have any effect upon the operation of Verizon Wireless at this site.

Please indicate your consent to the proposed transaction by signing this letter in the space below. Following execution, please return the executed letter using the enclosed prepaid overnight return label via FedEx. We would appreciate receiving a copy of the executed letter as soon as possible.

Thank you in advance for your prompt attention to this request. Should you have any questions regarding this matter, please feel free to contact me via email at karin.riecker@verizonwireless.com.

Very truly yours,

Karin McCormick
Associate General Counsel

Accepted and Acknowledged:

Village Of Tequesta, Florida
Please sign and print name/title

James M. Weinand
Acting Village Manager

Date: 1/2/2019

cc: Verizon Network Real Estate

PUBLIC RECORDS. In accordance with Sec. 119.0701, *Florida Statutes*, CONTRACTOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONTRACTOR must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONTRACTOR who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, CONTRACTOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONTRACTOR does not transfer the records to the Village. Finally, upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to the Village, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the Village. If the CONTRACTOR transfers all public records to the Village upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the VILLAGE, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmckilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.

Palm Beach County Inspector General

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.