

**COOPERATIVE AGREEMENT**  
**BETWEEN**  
**SEMINOLE COUNTY AND**  
**T-MOBILE**

This Cooperative Agreement dated \_\_\_\_\_, 2026 shall constitute the terms and conditions under which T-Mobile South, LLC, a Delaware limited liability company, having its principal place of business at 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006 ("T-Mobile"), and Seminole County, having its principal place of business at the County Services Building located at 1101 E. 1<sup>st</sup> Street, Sanford, FL 32771 ("Requesting Entity").

This Cooperative Agreement governs the relationship between the Requesting Entity and T-Mobile regarding dialing service (the "Agreement"). The following shall constitute the terms and conditions of this Agreement:

**Terms and Conditions**

**1. General Information.**

- a. **311 Service Description.** 311 service is a three-digit dialing arrangement available in specified areas for delivery of non-emergency government agency information and assistance to the Requesting Entity via voice grade facilities
- b. **Certification of Requesting Entity.** The Requesting Entity certifies that it provides access to its non-emergency government agency information and assistance via voice grade facilities within the areas defined by the Requesting Entity, that it has received the requisite state approval to designated 311 dialing services, and is qualified to request the use of 311 Service. The area defined by the Requesting Entity is the boundaries of Seminole County, Florida (the "Defined Area").

**2. Requesting Entity's Obligations.**

- a. **Provision of Termination Number.** The Requesting Entity has provided T-Mobile with a routing number of its non-emergency switchboard line managed by its Office of Emergency Management and Office of Communications to which all 311 calls should be translated ("**Termination Number**"). The Requesting Entity certifies that the Termination Number will allow callers from within the Defined Area to complete calls on a local basis.

The Routing Number of the Requesting Entity's non-emergency switchboard line to which all 311 calls should be translated is the following: **407-665-0000**

- b. **Change of Termination Number.** The Requesting Entity may change the Termination Number, provided, however, it must give T-Mobile at least thirty (30) days' notice of the change of such number so that T-Mobile can make the necessary changes in its network to ensure proper routing. The Requesting Entity must also give T-Mobile thirty (30) days' notice of a change in the carrier providing the Termination Number, as this will affect T-Mobile's routing.
- c. **Provision of the 311 service to the Requesting Entity non-emergency switchboard line managed by its Office of Emergency Management and Office of Communications.** No later than 6 months from the date of request (or upon another mutually agreed upon date) the Requesting Entity shall provide the non-emergency municipal information and assistance to customers who dial 311. The Requesting Entity agrees to have procured sufficient telecommunications facilities and services and to have adequate staffing levels and hours of service to handle its expected volume of calls.
- d. **Testing.** The Requesting Entity shall participate fully in all testing deemed necessary or appropriate by T-Mobile for implementation of 311 service.

### 3. **T-Mobile's Obligations.**

- a. **Implementation.** T-Mobile will translate 311 to the Termination Number and will use its commercially reasonable best efforts to route 311 calls it receives from its subscribers and others using the T-Mobile network in the Defined Area. Normal airtime charges apply to T-Mobile customers.
- b. **Timing of Implementation.** T-Mobile will process the Requesting Entity's order within a reasonable time to be mutually agreed upon by the parties which shall be no sooner than six weeks nor later than six months after T-Mobile receives said order.
- c. **Availability.** T-Mobile will use commercially reasonable best efforts to make the 311 dialing code (as translated to the Termination Number) available to its subscribers within the Designated Area where T-Mobile owns facilities and provides its wireless mobility services. In those cases where T-Mobile's service area extends beyond the Designated Area, T-Mobile will use its commercially reasonable best efforts to correlate its 311 translations within those areas. However, due to the nature of the radio-based service it provides, exact correlation is not possible. Access to the 311 dialing code may be available to areas in Florida counties outside of T-Mobile's service area. T-Mobile shall have no obligation to make the 311 dialing code available to any person or entity within Seminole County, Florida and designated boundaries, but outside T-Mobile's service area, or to non-T-Mobile subscribers.

#### 4. General Provisions.

- a. **Effective Date and Term.** Subject to section 4.b., the Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatories of the parties. The term of is Agreement is one (1) year from the Effective Date, unless extended by mutual agreement by the parties via written amendment to this Agreement. After the conclusion of the one-year term, the Agreement will continue until terminated by either party with sixty (60) days' advance written notice.
- b. **Termination.** Either party may terminate this Agreement upon sixty (60) days' notice to the other party. Either party may terminate this Agreement in whole or in part in the event of a default by the other party; provided however, that the non-defaulting party notifies the defaulting party in writing of the alleged default and that the defaulting party does not cure the alleged default within 60 days of receipt of written notice thereof. Default is defined to include (i) a party's insolvency or the initiation of bankruptcy or receivership proceeding by or against the party; or (ii) a party's refusal or failure in any material respect to perform its material obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.
- c. **Transfer.** The Requesting Entity may not sell or otherwise transfer the 311 number (or the provision of the non-emergency municipal information and assistance) to any person or entity not affiliated with the Requesting Entity.
- d. **Indemnification.** Each party is solely responsible to third parties with whom they may contract in carrying out the terms of this Agreement, and shall hold each other harmless, to the extent permitted by law, against all claims of whatsoever kind or nature by such third parties arising out of the performance of work under any such contract with a third party. This provision is not to be construed as a wavier by the Requesting Entity of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2025), as this statute may be amended from time to time.
- e. **Limitation of Liability.** In no event shall T-Mobile be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Requesting Entity, its employees, or agents, in connection with the service requested by the Requesting Entity. T-Mobile shall not be responsible to the Requesting Entity for calls that cannot be completed as a result of repair or maintenance difficulties on T-Mobile facilities and equipment nor on equipment owned or leased by the Requesting Entity. Except as otherwise provided in this Agreement, each party agrees that the other party shall in no event be liable for, and each party expressly waives its right to claim, any indirect, special,

collateral, exemplary, incidental or consequential damages (including, but not limited to, lost profits) directly or indirectly arising out of or in connection with performance or nonperformance of the services to be provided under this Agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER T-MOBILE NOR THE REQUESTING ENTITY ASSUMES ANY LIABILITY FOR ANY ACT OR OMISSION OF THE OTHER, BY VIRTUE OF ENTERING INTO THIS AGREEMENT.

- f. **Disclaimer of Warranties.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NO PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR ANY SERVICE (OR GOOD) PROVIDED UNDER THIS AGREEMENT. T-MOBILE PROVIDES A SERVICE UNDER THIS AGREEMENT AND NOT "GOODS" AS DEFINED IN THE UNIFORM COMMERCIAL CODE.
- g. **Notice.** Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of the notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the address set forth opposite the party's name below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in according to this provision:

**As to Requesting Entity:**

Office of Emergency Management  
150 Eslinger Way Sanford, FL 32773

**As to T-Mobile:**

T-Mobile  
Government Affairs – State Regulatory  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

5. **Governing Law.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement in state court. The United States District Court for the Middle District of Florida, Orlando Division is the sole venue for any legal action in connection with this Agreement in federal court
6. **Employee Status.** Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or



agents of any other party, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to any other party's officers and employees either by operation of law or by any other party.

**7. Entire Agreement.**



- a. It is understood and agreed that the entire agreement of the parties is contained in this Agreement, and this Agreement supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.
- b. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by all of the parties, except as otherwise specifically provided in this Agreement.
- c. This Agreement may be executed in any number of counterparts, each of which, when so executed, constitutes an original, but each counterpart will together constitute one and the same MOU.

**8. Public Records Law.**

- a. Any records created under this Agreement constitute public records under Florida law.
- b. It is acknowledged that the Requesting Entity has obligations under Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes (2025), to release public records to members of the public under request. Each party acknowledges that all of the parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2025), in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.
- c. Each party specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2025), with regard to public records created under this Agreement, and shall:
  - (i.) Keep and maintain public records that ordinarily and necessarily would be required in order to perform the services created under this Agreement.
  - (ii.) Provide the public with access to public records on the same terms and conditions as required by Chapter 119, Florida Statutes (2025), and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), or as otherwise provided by law, and

(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.



**IN WITNESS WHEREOF,** T-Mobile and Requesting Entity have caused this Agreement to be executed, the Agreement to become effective and operative with the date of execution of the last signature below.

ATTEST:

T-MOBILE SOUTH, LLC.

\_\_\_\_\_  
[SIGNATURE/TITLE]

By: \_\_\_\_\_  
[SIGNATURE/TITLE]

\_\_\_\_\_  
[print name]

\_\_\_\_\_  
[print name]

Date: \_\_\_\_\_

*[Remainder of page intentionally left blank. Signatures continue on following page.]*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
ANDRIA HERR, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_  
20\_\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

RM/vs