Licensee Site Name: Duval County Courthouse / 102524

IN BUILDING RADIO DISTRIBUTION AGREEMENT

This Agreement ("Agreement") is made as of <u>Jee.</u> 23, 20 // ("Effective Date") between the City of Jacksonville, a whose principal place of business is 214 N. Hogan Street, Jacksonville, Florida 32202 ("Licensor"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920, ("Licensee").

Background

Licensor owns the Premises and a distributed antenna system ("<u>DAS</u>"). Licensor and Licensee desire to enter into this Agreement to allow Licensee to connect its equipment ("<u>Licensee Equipment</u>") to and use the DAS.

NOW THEREFORE, both parties agree to enter into this License Agreement on the terms and conditions set forth herein.

Agreement

- 1. <u>License</u>. Licensor hereby licenses to Licensee certain spaces on and within Licensor's premises at 337 West Adams Street, Jacksonville, Duval County, Florida, which is also known as the Duval County Courthouse, (the "<u>Premises</u>") to place Licensee Equipment on the Premises and connect such equipment to and use the DAS. The components and design principles of the DAS are described and shown on <u>Exhibit A</u>. Licensee Equipment shall include microcell(s), rerad(s) or other similar or comparable in-building radio-distribution devices and the antennas serving them together with cables, fibers or the equivalent connecting such Licensee Equipment, whether through conduit or otherwise, to the DAS, which Licensee Equipment shall be for the exclusive use of Licensee. Licensee may replace and augment Licensee Equipment or portions thereof with similar or comparable equipment and modify any frequencies upon which such equipment operate as needed to provide in-building coverage. The physical space to be used by the Licensee Equipment is shown on <u>Exhibit B</u>.
- 2. <u>Construction</u>, <u>Installation</u>, <u>Maintenance & Interference</u>. All construction, installation and maintenance of the DAS shall be performed by Licensor or its contractors in a safe manner consistent with current wireless industry engineering and construction standards and practices, lien-free. All construction, installation and maintenance of the Licensee Equipment shall be performed by Licensee or its contractors in a safe manner consistent with current wireless industry engineering and construction standards and practices, lien-free. Licensee, with Licensor's cooperation as or if needed, shall obtain any required governmental and quasi-governmental permits, licenses, approvals, and authorizations for the Licensee Equipment and Licensor shall obtain all required governmental and quasi-governmental permits, licenses, approvals, and authorizations for the DAS. Licensee agrees to only install radio equipment of the type and frequency that will not cause measurable interference to the equipment of Licensor or other tenants of the Premises existing as of the date of this Agreement. Should Licensee's equipment cause measurable interference, and provided Licensor gives written notice, Licensee will take all steps necessary to correct and eliminate the interference. Licensor agrees that it

and/or any other tenant of the Premises (current or future) will install only such radio equipment, including in the DAS, that is of the type and frequency that will not cause measurable interference to the existing equipment of the Licensee. Should Licensor's or another tenants' equipment cause measurable interference with Licensee, and provided Licensee gives written notice to Licensor of it, Licensor will take all steps necessary to correct and eliminate the interference, including causing other tenants of the Premises causing such interference to correct and eliminate the interference. The parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

- 3. Power and Fiber. Licensor will supply electrical power in quality, quantity, and levels currently available at the Premises, and customary for the operation of Licensee Equipment, at Licensor's cost. Notwithstanding the foregoing, no interruption or discontinuance of such electrical power will render Licensor liable to Licensee for damages or relieve Licensee of any of its obligations hereunder, except as such results from the acts or omissions of the Licensor. Licensor also grants to Licensee an easement for fiber/T-1 running from the nearest public right of way to the Premises to the extent necessary to serve the DAS, in Licensee's sole determination.
- 4. Ownership & Control. The Licensee Equipment is personal property of the Licensee and the Licensee at all times owns and controls the Licensee Equipment. Licensor and Licensee agree, and Licensor shall so inform, any purchaser or mortgagee of the Premises, of this Agreement and that all equipment forming a part of the Licensee Equipment shall be and remain the property of Licensee under all circumstances, under Licensee's exclusive control, free and clear of any liens or encumbrances other than those permitted by Licensee, and shall be deemed to be and remain personal property and not part of the real estate on which the same are located. The DAS is personal property of Licensor and Licensor at all times owns and controls the DAS. Licensee shall have no obligation with respect to the maintenance, repair or replacement of the DAS, which shall be done solely by Licensor. Licensor represents and warrants that the DAS shall remain in good operating condition at all times. The Licensee shall have the right to make any required connections and/or attachments to the DAS in order to allow the Licensee to monitor the DAS, including summary alarm notification in the event of a DAS failure, from outside of the Premises via Licensee's infrastructure.
- 5. <u>Consideration</u>. In consideration for the rights granted herein, Licensor's premises will receive the benefits of enhanced wireless communications arising from operation of the Licensee Equipment, which Licensee acquires solely at its expense for its exclusive use and which is owned by Licensee. The design, construction, equipment, installation, maintenance, repair and upgrade of the Licensee Equipment shall be at Licensee's sole cost, and Licensor shall incur no cost for this project.
- 6. Access. Licensor agrees to provide Licensee, its employees and/or agents access during business hours to the Premises for the purpose of design, construction, installation, upgrading, maintenance and repair of the Licensee Equipment, except for emergencies, in which case Licensee, its employees and/or agents shall have access twenty-four hours a day, seven days a week.

7. <u>Term; Default; Termination</u>. The term of this Agreement shall be five (5) years with four (4) automatic five (5)-year renewal terms, unless the Licensee terminates it at the end of the then-current term by giving the Licensor written notice of intent to terminate at least six (6) months prior to the end of the then current term.

Notwithstanding anything to the contrary contained herein, Licensee shall have the right to terminate this Agreement at any time without cause provided that thirty (30) days prior notice is given the Licensor. In the event Licensee defaults in the performance of any of its covenants or obligations hereunder and such default continues for a period of sixty (60) days after written notice thereof from Licensor (unless the nature of the event takes longer to cure and Licensee commences a cure within the time period and diligently pursues it thereafter), Licensor may thereafter terminate this Agreement by written notice to Licensee. Upon any such termination, Licensee shall remove the Licensee Equipment and repair or restore any damage to Licensor's premises resulting therefrom, normal wear and tear excepted. This Agreement may only be terminated in accordance with its terms.

- Indemnification, Insurance, Waiver of Consequential Damages. Licensee shall indemnify and hold Licensor harmless against any claim of liability or loss or bodily injury or property damage resulting from or arising out of the acts or omissions of Licensee or its agents in connection with the use and occupancy of the Premises in connection with the Licensee Equipment, excepting claims or damages as may be due or caused by the acts or omissions of the Licensor or its agents. Licensee shall procure and maintain throughout the term of this Agreement commercial general liability insurance with limits of not less than two million dollars (\$2,000,000) for bodily injury, death, or for damage or injury to or destruction of property (including the loss of use thereof) per any one occurrence. Licensor agrees that Licensee may self insure. The parties waive and release any and all rights of action for negligence against the other which may arise on account of damage to the Premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Licensee. These waivers and releases shall apply between the parties and to any claims under or through either party as a result of any asserted right of subrogation. All policies of insurance covering property damage obtained by Licensee concerning or including the Premises or property shall waive the insurer's right of subrogation against Licensor. The foregoing notwithstanding, whether the cause of any damage, loss or liability is insurable. insured or not insured, foreseen or unforeseen, in no event shall either party be responsible or liable to the other party for anticipatory profits or any indirect, special, incidental or consequential damages of any kind or nature arising directly or indirectly in connection with the construction, use or operation of the Premises or the exercise of any rights related thereto, whether based on an action or claim in contract or tort, including negligence, strict liability or otherwise.
- 9. <u>Quiet Enjoyment</u>. Licensor covenants that Licensee, upon performing all the covenants, shall peaceably and quietly have, hold and enjoy the Premises and Licensor further covenants that Licensor is seized of good and sufficient title and interest to the Premises and has full authority to enter into this Agreement.

Licensor represents, warrants and covenants that no lead paint, asbestos or other hazardous substance, as defined by any applicable state, federal or local law or regulation, is present at any Premises; Licensor owns or leases the Premises or otherwise has the right to grant the license given in this Agreement; the Licensor has obtained all required consents or approvals from any landlord, mortgagee or other person or entity having an interest therein; and Licensor is not in default under any lease with the owner of the Premises and the term of such lease extends to the term of this Agreement with any and all renewal terms.

- 10. <u>Assignment</u>. This Agreement may be assigned by either party to its principal, affiliates, subsidiaries or any entity which acquires all or substantially all of its assets in the applicable Federal Communications Commission license area by reason of a merger, acquisition or other business reorganization without the consent of the other party. As to other parties, any sale, assignment or transfer by either party must be with the written consent of the other party, such consent not to be unreasonably withheld.
- 11. <u>Notices & Contacts</u>. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to Licensor at 214 N. Hogan Street, Jacksonville, Florida 32202 and to Licensee at 180 Washington Valley Road, Bedminster, NJ 07921, Attention Network Real Estate.
- 12. <u>Miscellaneous</u>. This Agreement contains all agreements, promises and understandings between the Licensor and the Licensee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the Licensor or the Licensee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have set their hands, intending to be bound, as of the Effective Date.

By: Name: Its: Date:

LICENSEE: Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

Aparna Khurjekar

Area Vice President Network

LICENSOR: The City of Jacksonville

Karen Bowling Chief Administrative Officer For: Mayor Alvin Brown Under Authority of: Executive Order No. 2013-04

Form Approved:

James R. McCa

Corporate Secret

Director of Finance

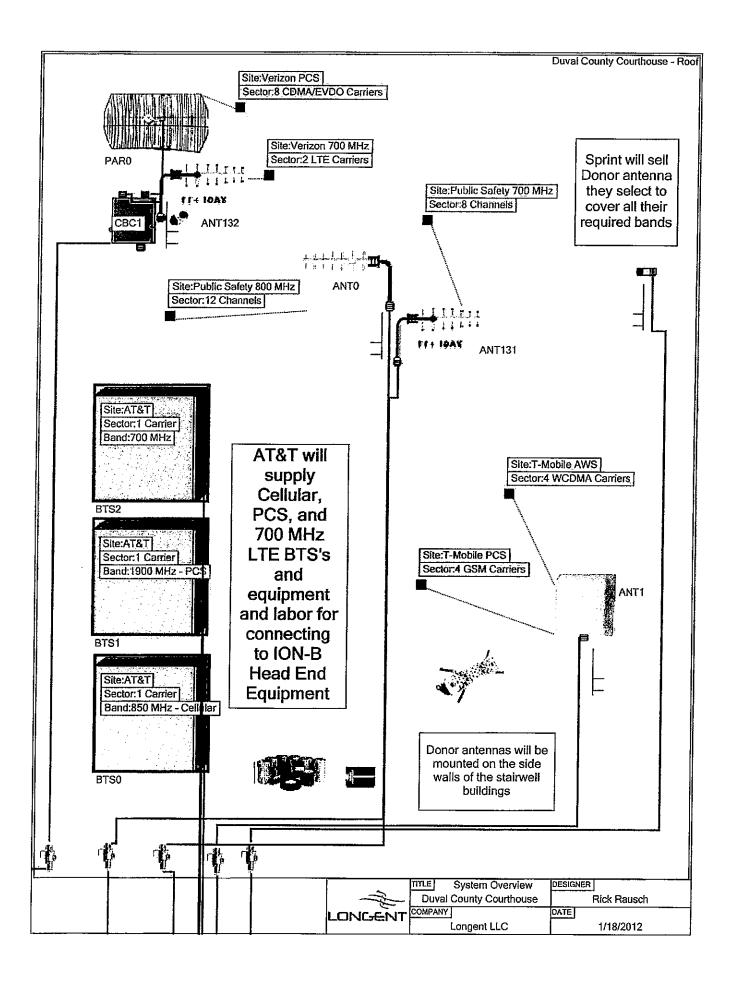
City Contract No. 7720-2

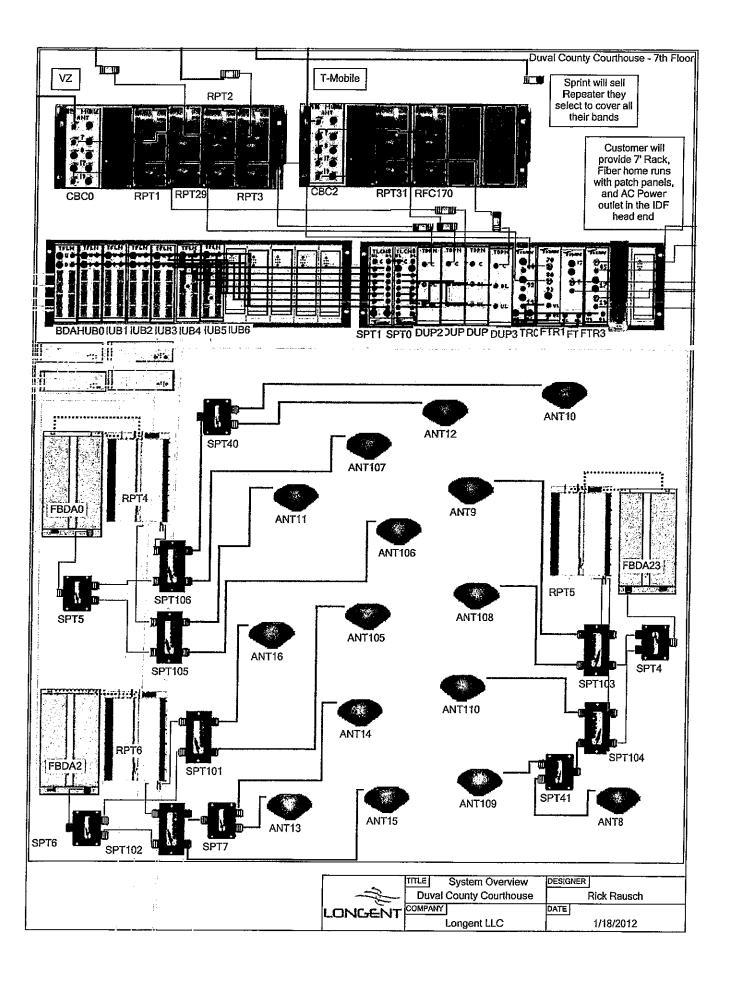
Office of General Counsel

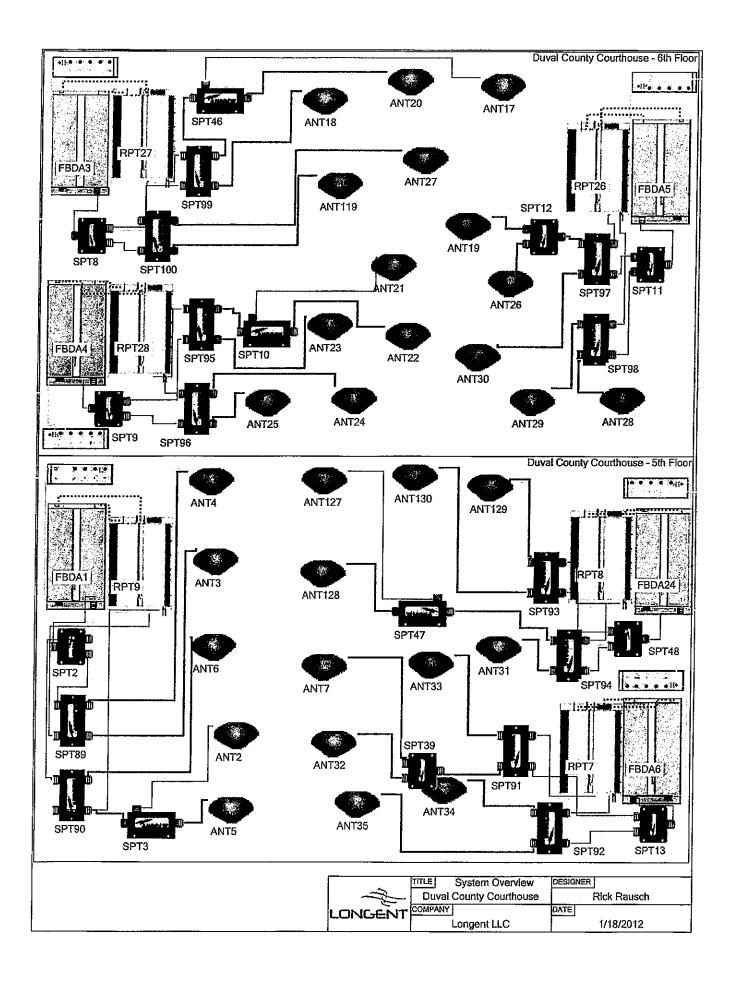
EXHIBIT A

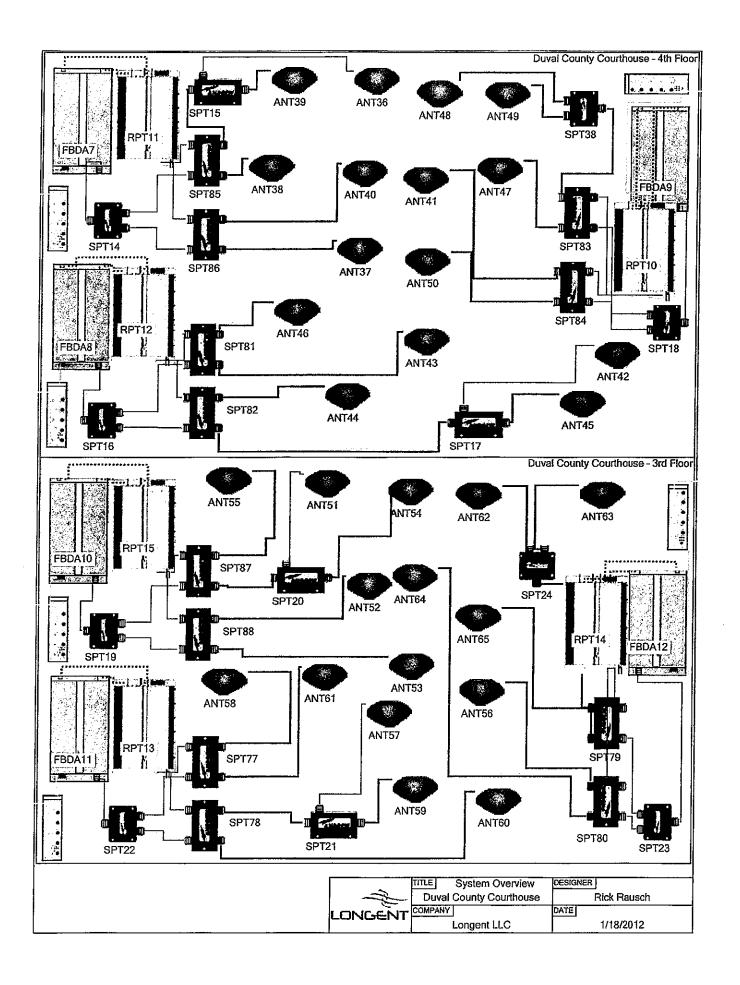
(The components and design principles of the DAS are described and shown herein)

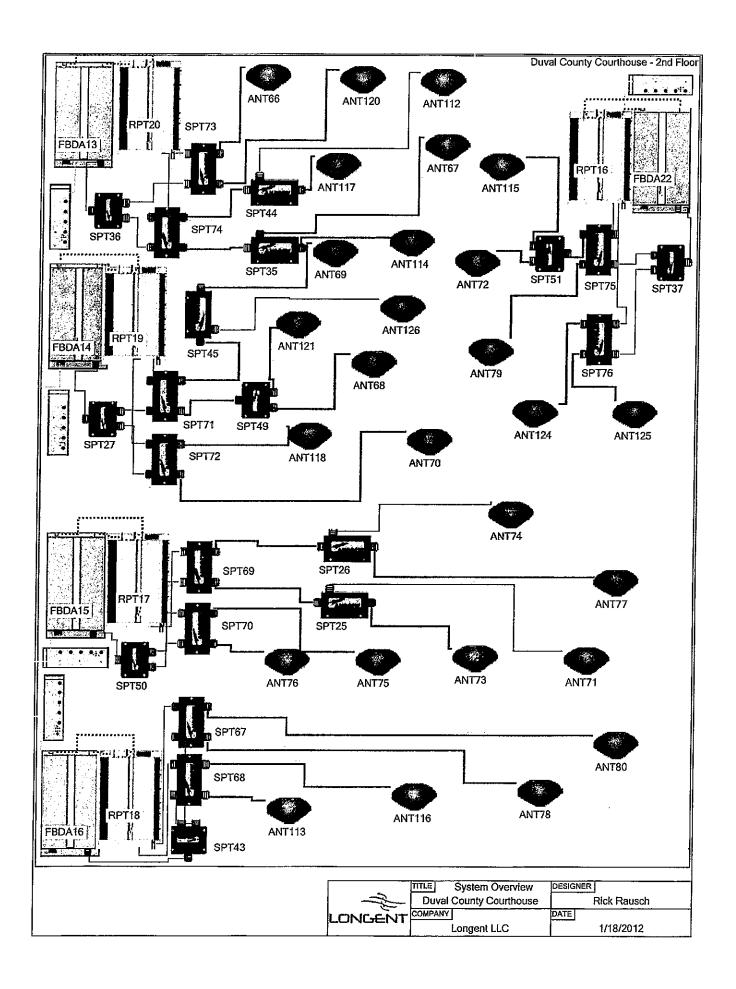
Licensee is referred to as "Verizon" or "Verizon Wireless" herein.

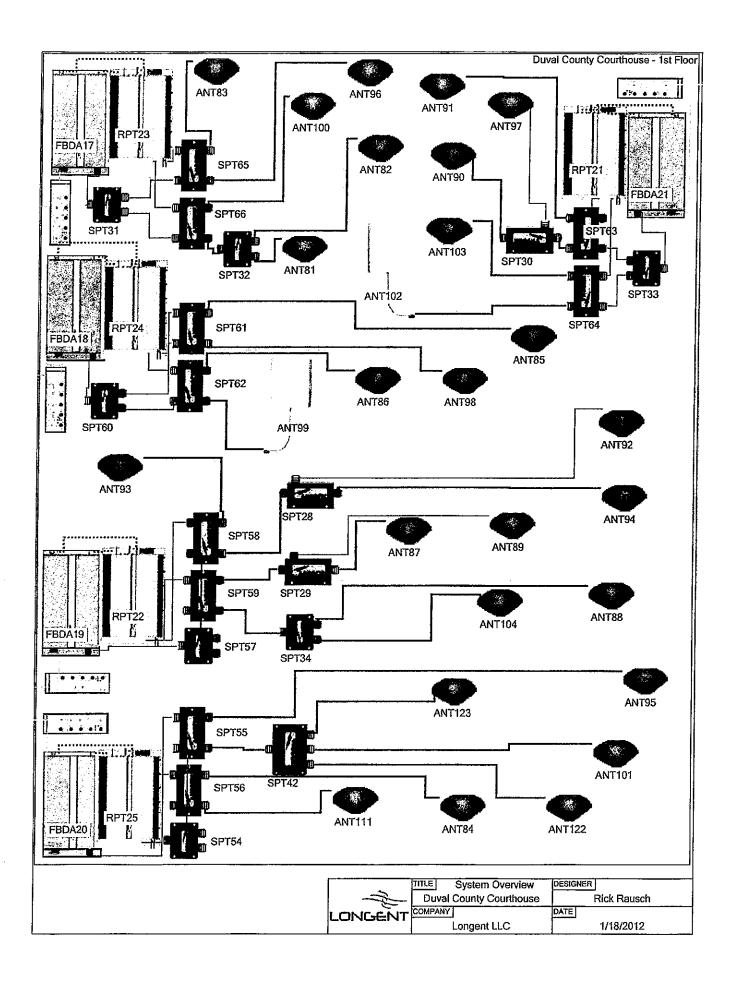


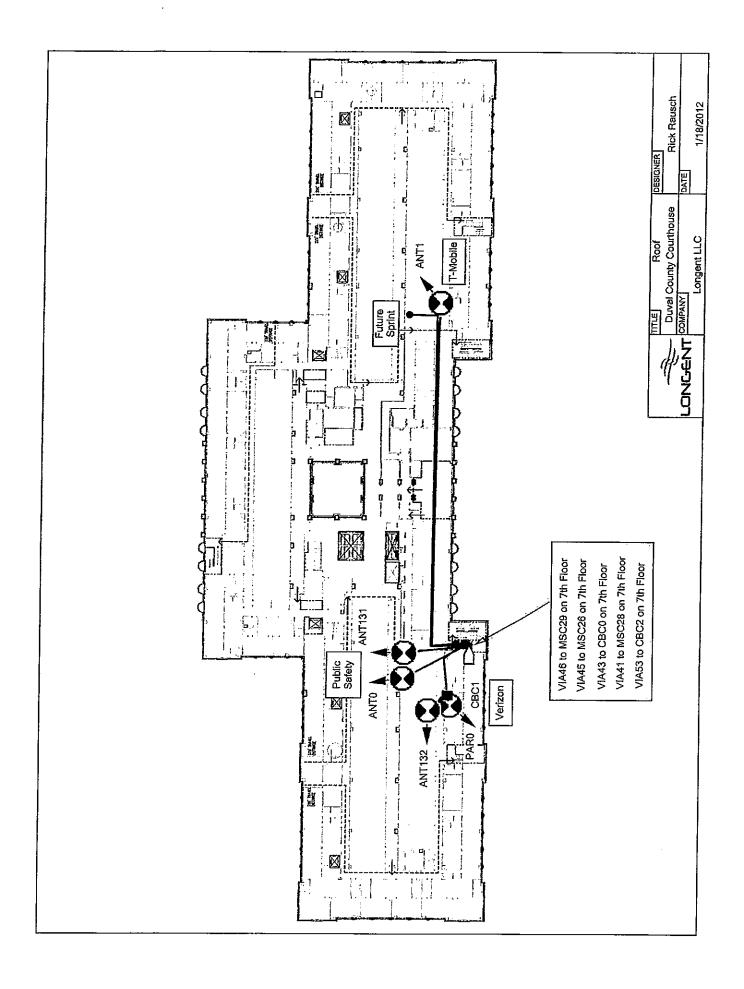


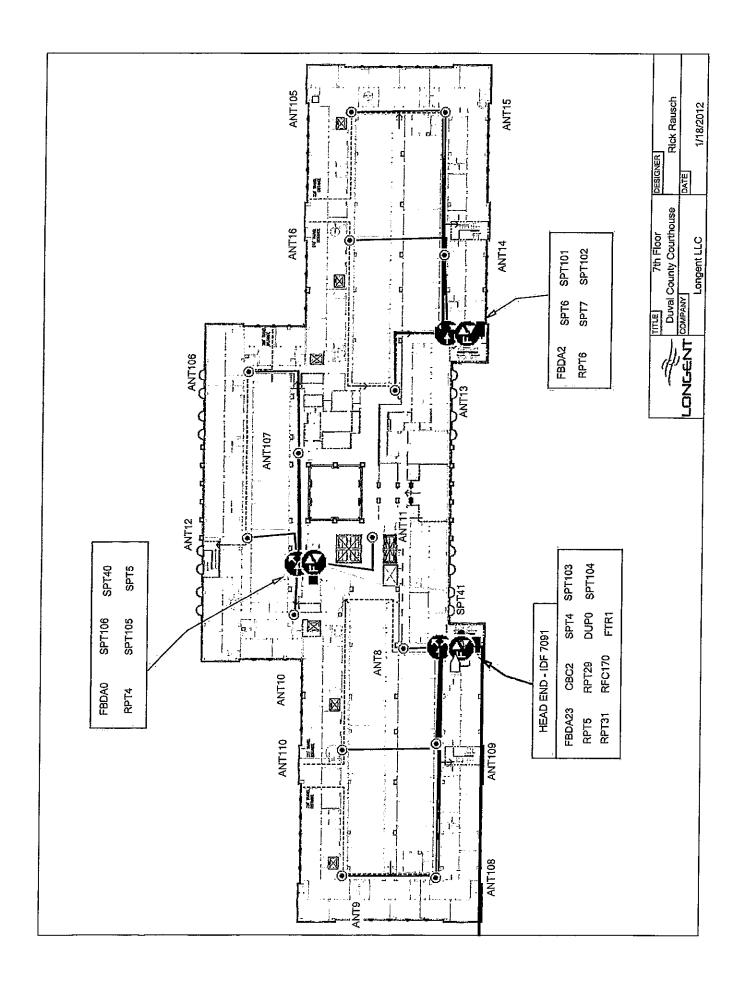


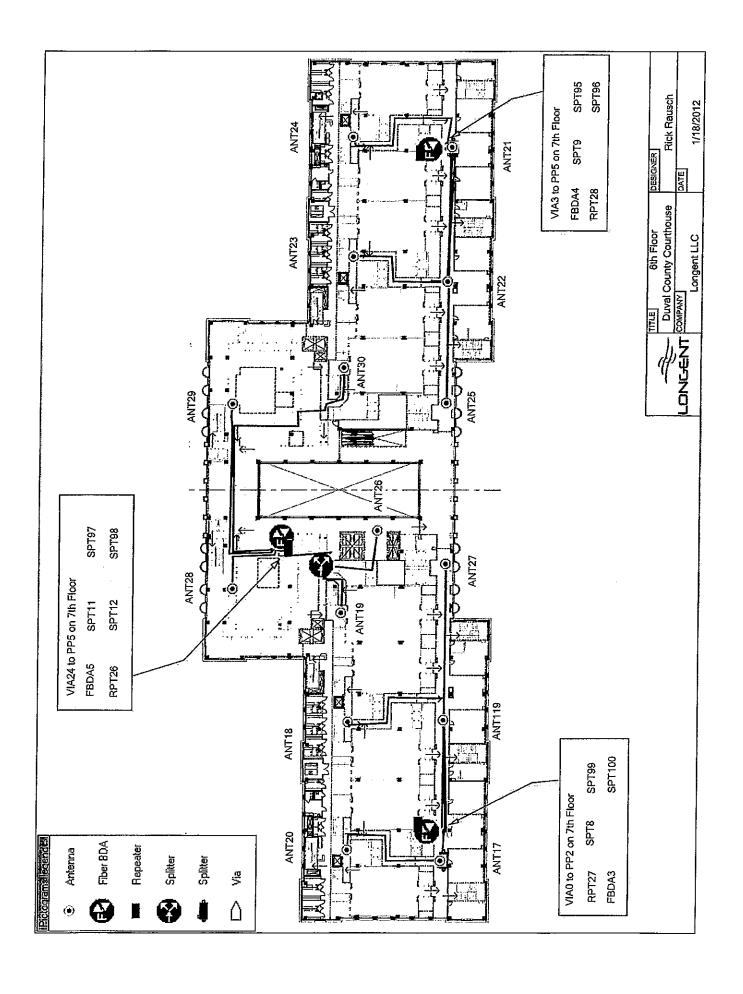


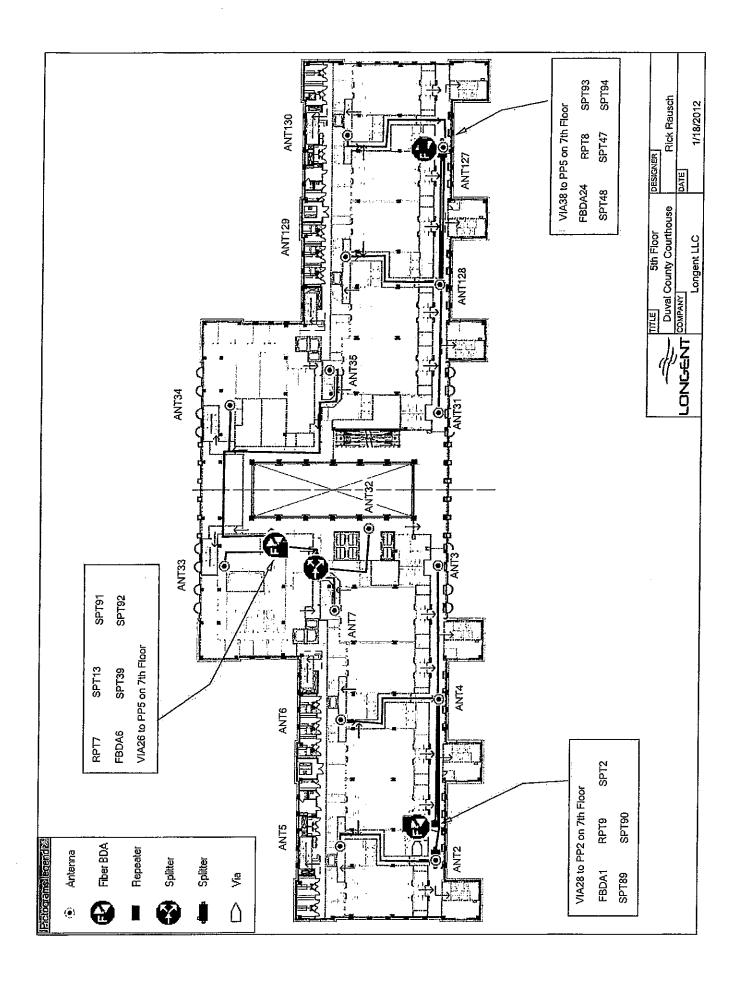


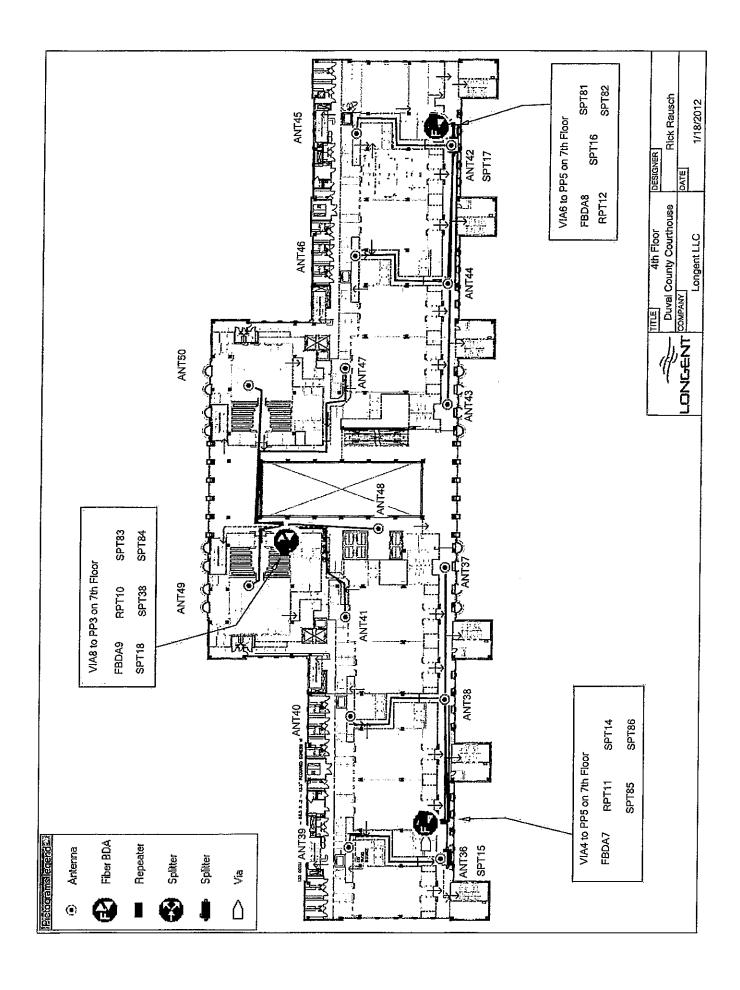


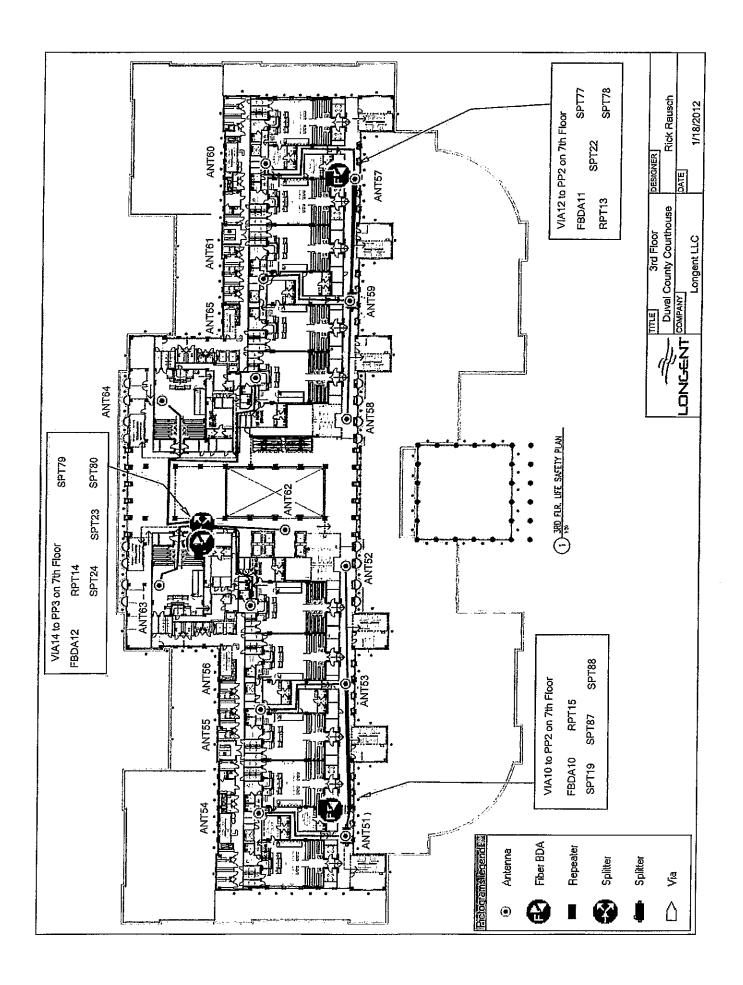


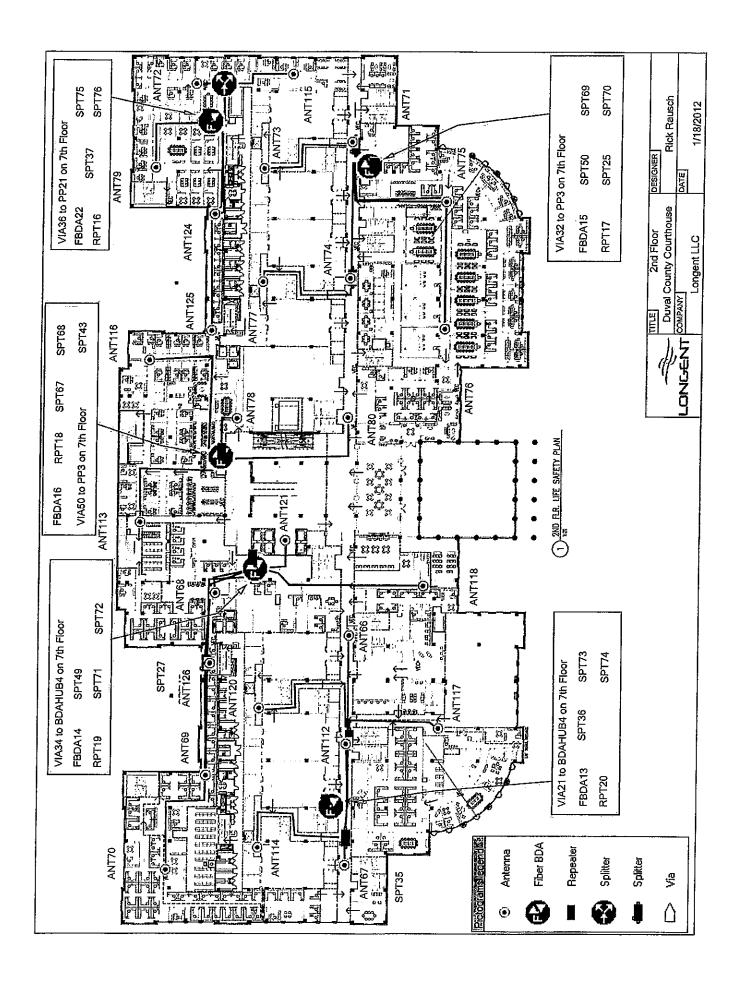












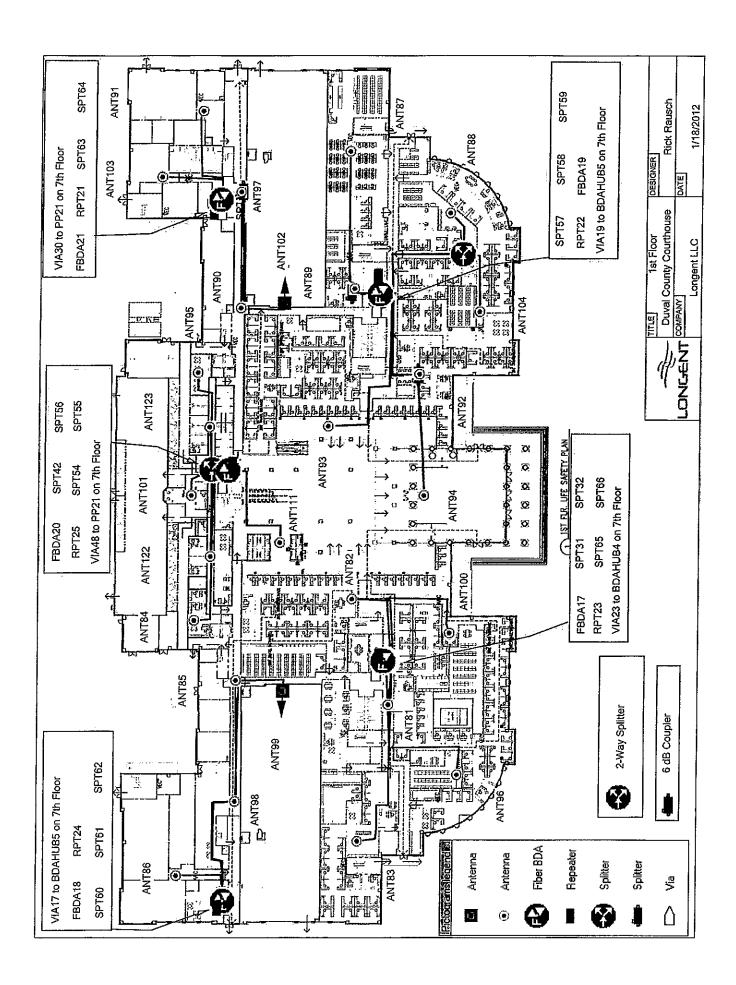


EXHIBIT B

(The physical space to be used by the Licensee Equipment is shown herein)

Licensee is referred to as "Verizon" or "Verizon Wireless" herein.



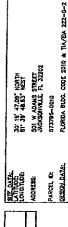
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VERIZON WIRELESS SITE NAME / GOZER NUMBER **DUVAL COUNTY COURTHOUSE / 102524**

INBLD-UPG



DUVAL COUNTY COURTHOUSE #102524



VENZON WROLESS 14055 RIVEREDE DRING STE 600 TAMPA, FLORIDA 33637 CONTACTS

COMPOUND WAYD SPEED; 125 MPH (PER FBC 2010)

STE WIND SPEED; ULTIMATED NOMINAL:

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TAMPA, FL 20527

DEVELOPER



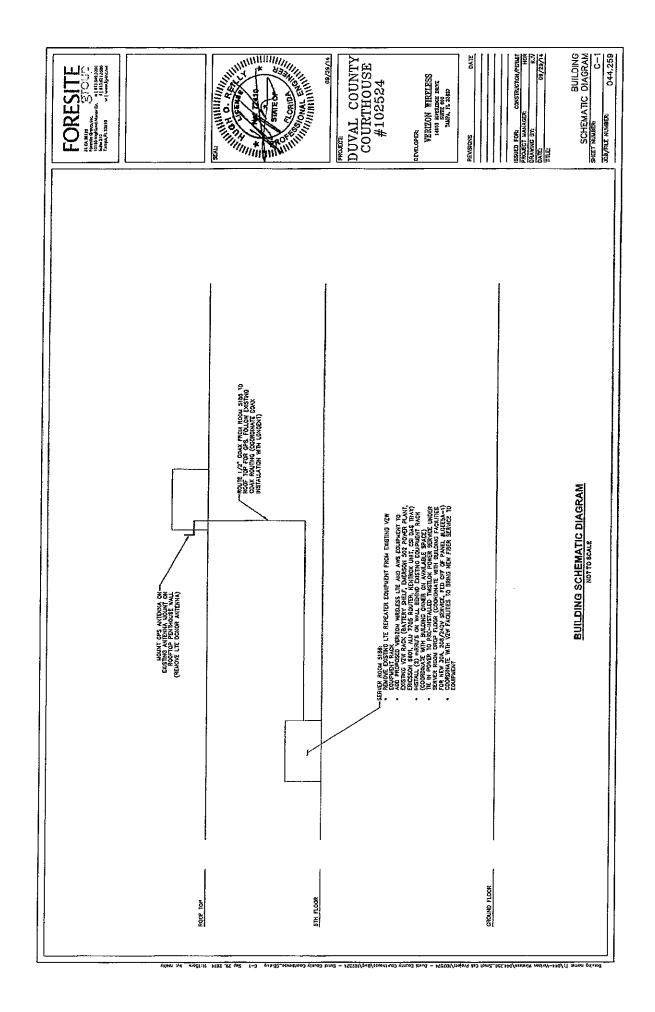
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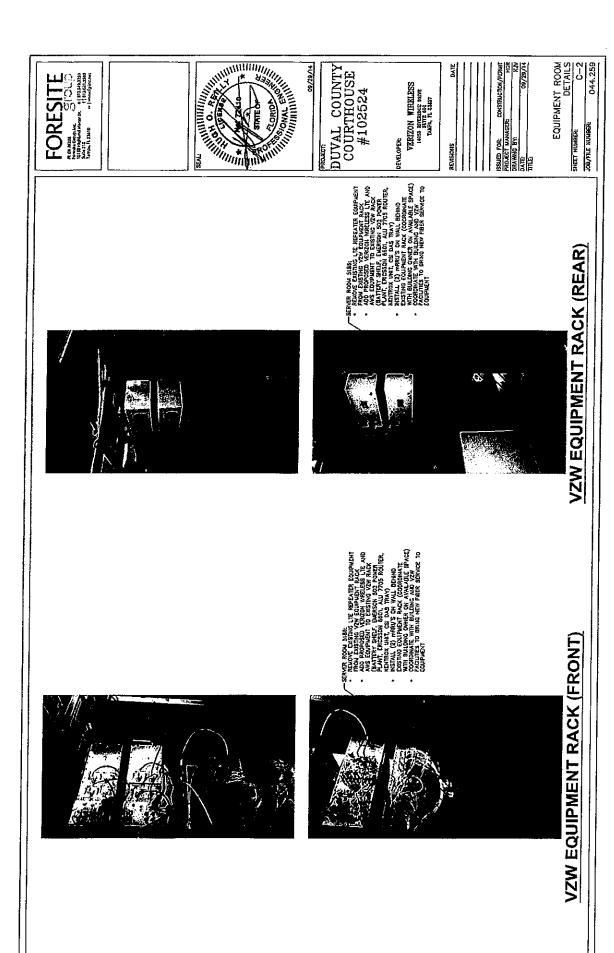
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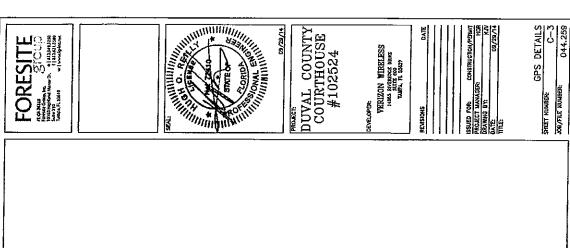
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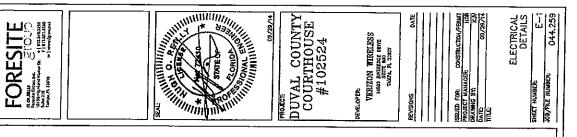


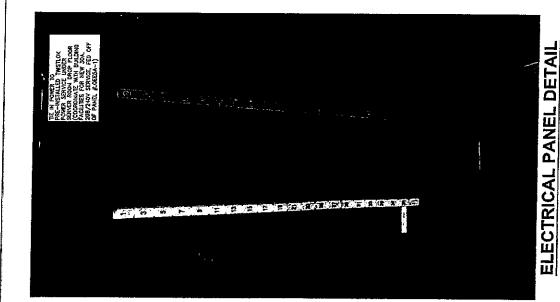


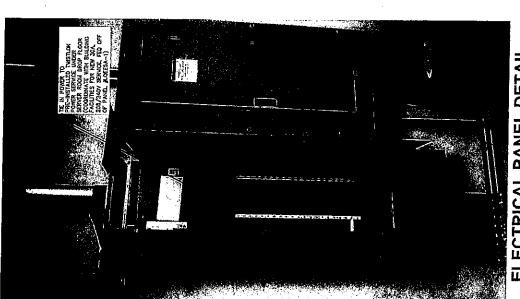
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GPS ANTENNA DETAIL

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ELECTRICAL PANEL DETAIL

ADMINISTRATIVE AWARD AD-0662-15 MR 12/5/14

DESCRIPTION OF GOODS/SERVICES: Recommend approval for Information Technologies Division to enter into an agreement for IN Building Radio Distribution between Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and the City of Jacksonville. The term of the Agreement shall be five (5) years from date of executed contract with four (4) automatic five (5) year renewal terms. These services are being provided by Verizon Wireless at no cost to the City.

FOR AGENCY/DEPARTMENT: Information Technologies Division

REQUISITION NUMBERS: N/A

NUMBER FIRMS SOLICITED: N/A

NUMBER FIRMS BIDDING: N/A

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION: N/A

RECOMMEND AWARD TO: Verizon Wireless Personal Communications LP d/b/a Verizon

Wireless

CONCURRENCE BY: Usha Mohan, Division Chief/CIO, ITD

PRICE: \$0.00

TERMS: NET 30

REASON FOR NOT ACCEPTING LOW BID: N/A

Buver/Analysi

Manager of Purchasing Services

Date

DISAPPROVAL: