

Alexandria City Hall, VA
Location code: 583508

IN BUILDING RADIO DISTRIBUTION AGREEMENT

This Agreement (“Agreement”) is made as of _____, 20__ (“Effective Date”) between City of Alexandria, Virginia, a municipal corporation of the Commonwealth of Virginia, with a principal place of business at 301 King Street, Alexandria, VA 22314 (“Licensor”), and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920, (“Licensee”).

1. License. Licensor hereby licenses to Licensee certain spaces on and within Licensor’s premises known as 301 King Street, Alexandria, VA 22314 (the “Premises”) for the installation of microcell(s), rerad(s) or other similar or comparable in-building radio-distribution devices and the antennas serving them (“IBRD”) together with cables, fibers or the equivalent connecting such IBRDs, whether through conduit or otherwise. The IBRD and the connecting cables, fibers or equivalent and any other related equipment installed hereunder are the “System”. The System components and design principles are described on Exhibit A. Any microcells, cable runs or other aspects of the System installed by Licensee shall be for Licensee’s exclusive use only. The System shall also include small cell antennas and equipment installed by Licensee at the Premises. The area of the Premises for any small cell installed shall be at least thirty six (36) square feet in size and shall be at locations mutually agreed upon by Licensor and Licensee at no charge to Licensee. Licensee may replace and augment the IBRDs or portions thereof with similar or comparable equipment and modify any frequencies upon which such equipment operate as needed to provide in-building coverage in keeping with the design principles in Exhibit A.

2. Construction, Installation, Maintenance & Interference. All construction, installation and maintenance shall be performed by Licensee or its contractors in a safe manner consistent with current wireless industry engineering and construction standards and practices, and lien-free. Licensee, with Licensor’s cooperation as or if needed, shall obtain all required governmental and quasi-governmental permits, licenses, approvals, and authorizations. 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 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 Connectivity. Licensor will supply electrical power in quality, quantity and levels currently available at the Premises, standard dedicated outlet of 20 amp/120V, 100 MB capacity internet circuit, and GPS connection 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.

4. Ownership & Control. The System is personal property of the Licensee and the Licensee at all times owns and controls the System. 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 System 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. Without limitation on any other rights of Licensee, such equipment may be removed by Licensee upon expiration or cancellation of the term of this Agreement, as the same may be from time to time extended or renewed, or upon earlier termination, for whatever reason and Licensee shall have 90 days after such expiration or termination to accomplish such removal. Licensee shall restore any areas of Licensor's premises damaged by such removal, except normal wear and tear.

5. Consideration. In consideration for the rights granted herein, Licensor's premises will receive the benefits of enhanced wireless communications arising from operation of the System. The design, construction, equipment, installation and maintenance of the System shall be at Licensee's sole cost.

6. Access. Licensor agrees to provide Licensee, its employees and/or agents access to the Premises twenty-four hours a day, seven days a week for the purpose of design, construction, installation, upgrading, maintenance and repair of the System, including testing of the radio frequency coverage of the area. Access to the Premises during normal business hours shall be provided upon Licensee contacting Licensor two (2) hours in advance by calling 703-746-4770. Access to the Premises during non-business hours shall be provided upon Licensee contacting Licensor 48 hours in advance by calling Licensor at 703-746-4770 to schedule access. Licensor shall make a reasonable effort to accommodate For emergency access to the Premises during non-business hours, Licensee shall contact the General Services Department hotline at 703-359-9604. The hotline service will contact Licensor's designated emergency personnel who shall respond within two (2) hours of contact.

7. Term; Default; Termination.

The term of this Agreement shall be five years with four 5-year renewal terms, provided that each 5-year renewal term is affirmed by the Alexandria City Council after public hearing, 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 System 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.

8. 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 System, excepting claims or damages as may be due or caused by the acts or omissions of the Licensor or its agents. Licensee shall furnish the Licensor with certificates of insurance and blanket additional insured endorsements as required by this agreement. Licensor agrees that Licensee may self-insure. The Licensor reserves the right, at Licensee's discretion, to periodically review Licensee's financial means to meet the insurance requirements included herein by self-insurance. If Licensor reasonably determines that Licensee cannot meet the insurance obligations included herein by self-insurance, Licensor may require Licensee to obtain and maintain insurance coverages for requirements as provided in this Section 8 with insurance companies rated not less than A-VII in the A.M Best Rating Guide. The self-insurance shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not been self-insured, contained a self-insured retention or deductible.

- a. Cancellation. Upon written notice from its insurer(s) Licensee shall provide the City with at least provide thirty (30) days prior written notice of cancellation of any required coverage for any reason other than non-payment of premium in which a ten (10) days' notice shall apply. Should the insurance company's policy not provide for notice of material change or reduction in coverage until thirty (30) days prior written notice has been given to the Licensor, it shall be the responsibility of the Licensee to provide such notice.
- b. Coverage Limits. Licensee shall maintain the types of coverages and limits indicated below, unless the Licensor's Risk Manager approves a lower amount, in his sole discretion. The required limits may be met by any combination of primary and excess or umbrella policies. These amounts of coverage will not constitute any limitations or cap on Licensee's indemnification obligations under this Agreement. The City, its officers, and employees make no representation that the limits of the insurance specified to be carried by Licensee pursuant to this Agreement are adequate to protect Licensee. If

Licensee believes that any required insurance coverage is inadequate, Licensee will obtain such additional insurance coverage, as Licensee deems adequate, at Licensee's sole expense.

- i. Commercial General Liability Insurance. \$2,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including premises and operations personal and advertising injury, products/completed operations, contractual liability and independent contractors.
 - ii. Automobile Liability. \$2,000,000 combined single-limit per accident for bodily injury and property damage.
 - iii. Workers' Compensation and Employer's Liability. Virginia Statutory Workers' Compensation coverage including Virginia benefits and employer's liability with limits of \$500,000.
- c. Insurance to be Primary. Insurance coverage provided to the Licensor as an additional insured shall be primary insurance and other insurance maintained by the Licensor, its officers, and employees shall be excess only and not contributing with the insurance provided pursuant to this Agreement. Licensee's insurance shall also waive any rights of subrogation against the City, its officers and employees as it pertains to the scope of this Agreement for any claims resulting from Licensee's work or service.
- d. No Waiver. No acceptance or approval of any insurance by the Licensor shall be construed as relieving or excusing the Licensee from any liability or obligation imposed by the provision of this Agreement.

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 the parties, or either of them. 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 either party concerning or including the Premises or property shall waive the insurer's right of subrogation against the other party. 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. Quiet Enjoyment. Licensors covenants that Licensee, upon performing all the covenants, shall peaceably and quietly have, hold and enjoy the Premises and Licensors 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. Assignment. This Agreement may be assigned by either party to its principal, affiliates, subsidiaries or to 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. Notices & Contacts. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to Licensor at 421 King Street, General Services Department, Suite 220 Alexandria, VA 22314 and to Licensee at 180 Washington Valley Road, Bedminster, NJ 07921, Attention Network —Real Estate.

12. Miscellaneous. 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.

Alexandria City Hall, VA

Location code: 583508

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

LICENSOR

City of Alexandria, Virginia

By: _____

Name: _____

Title: _____

LICENSEE

Cellco Partnership

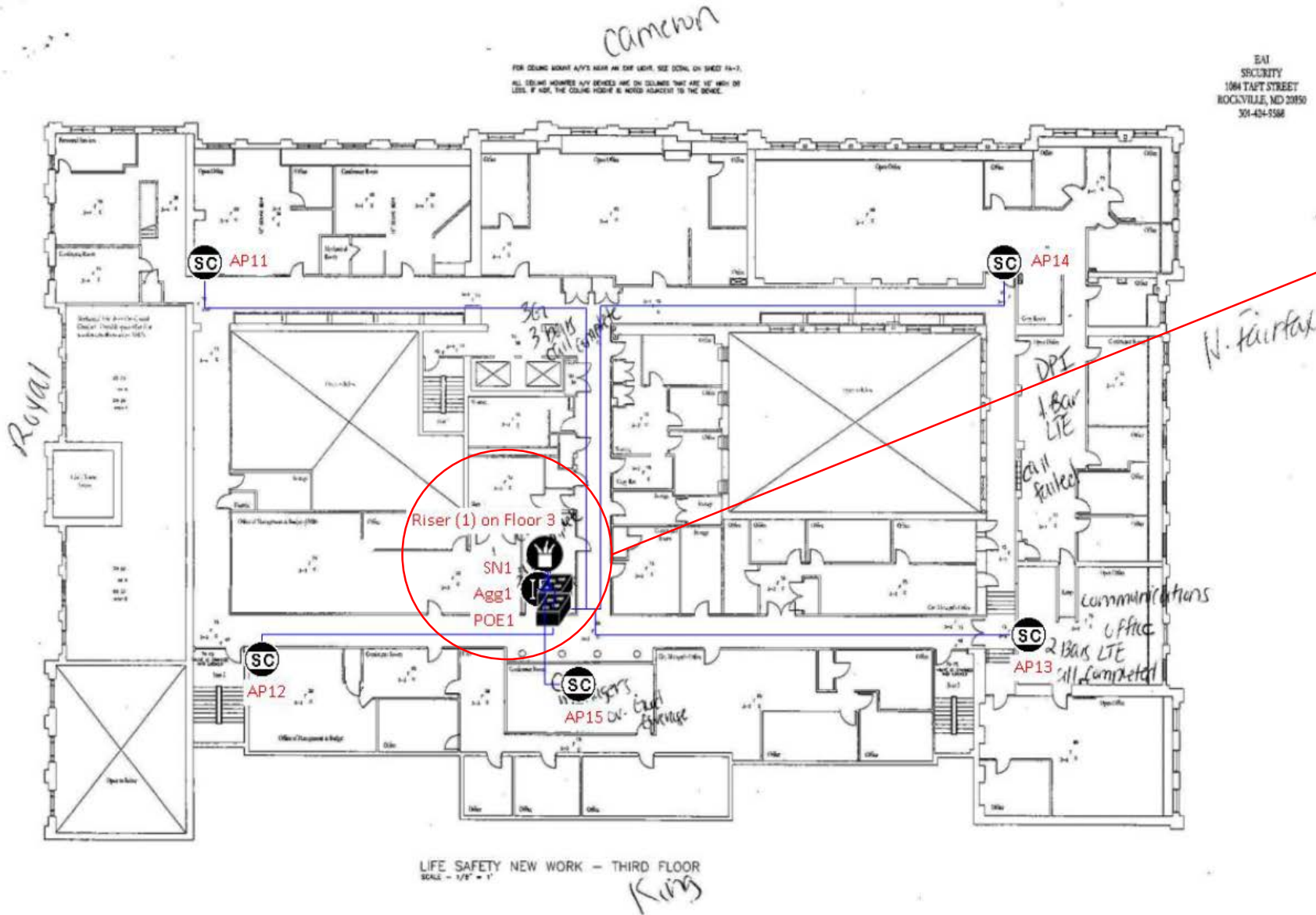
d/b/a Verizon Wireless

By: _____

Name:

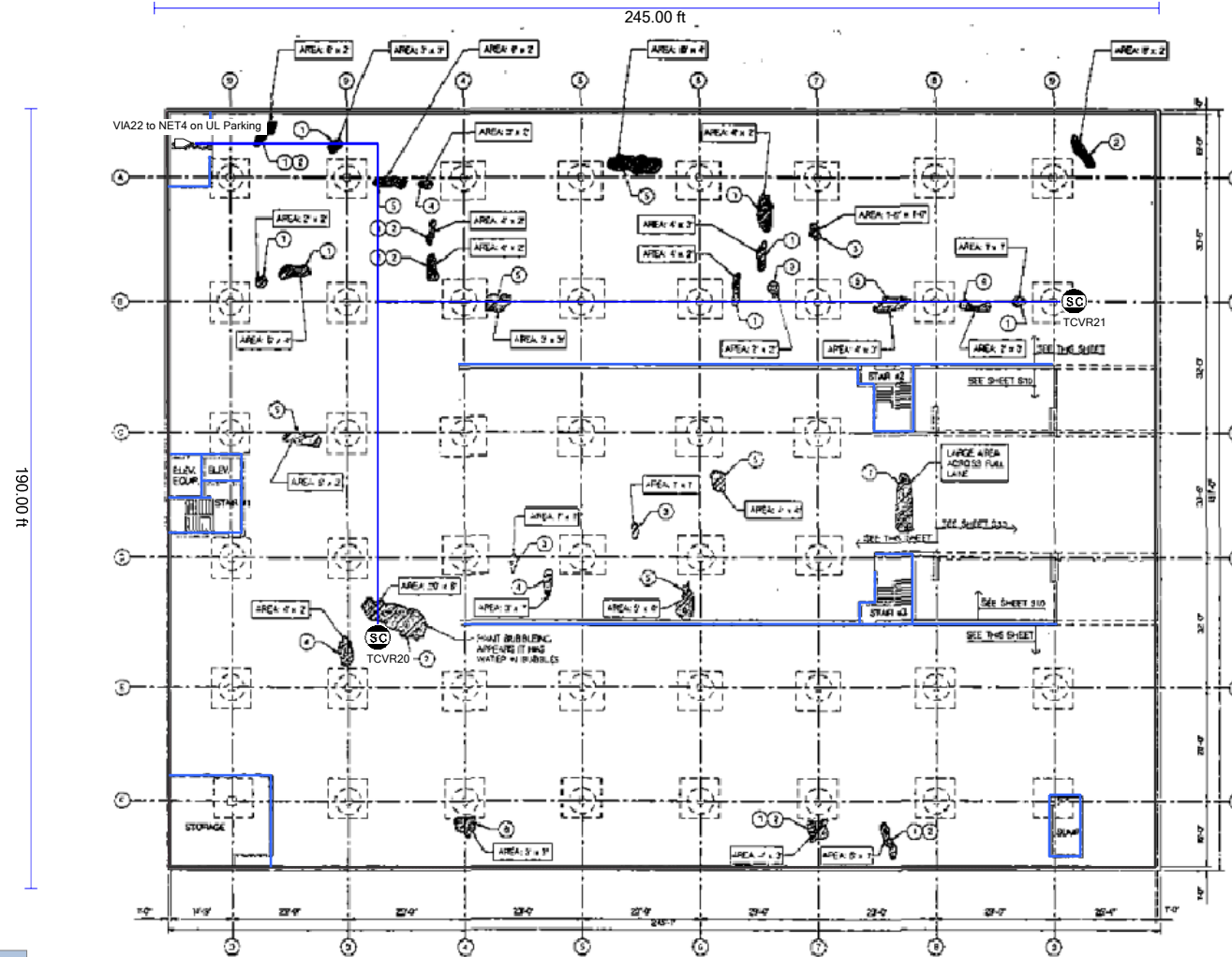
Title:

Exhibit A



Licensee Head End
equipment to be installed
in the 3rd floor Telephone
Room.

LL Parking



Pictograms legend



Small Cell



Via

Cables legend

— CAT

Systems information legend


System 2: Verizon / LTE / 2x2 MIMO

2100 MHz - AWS Band / FDD - 15 MHz - Band 4 Block / Nb. of channels: 1 / Nb. of sources: 1

1 LOWER LEVEL REFLECTED CEILING PLAN

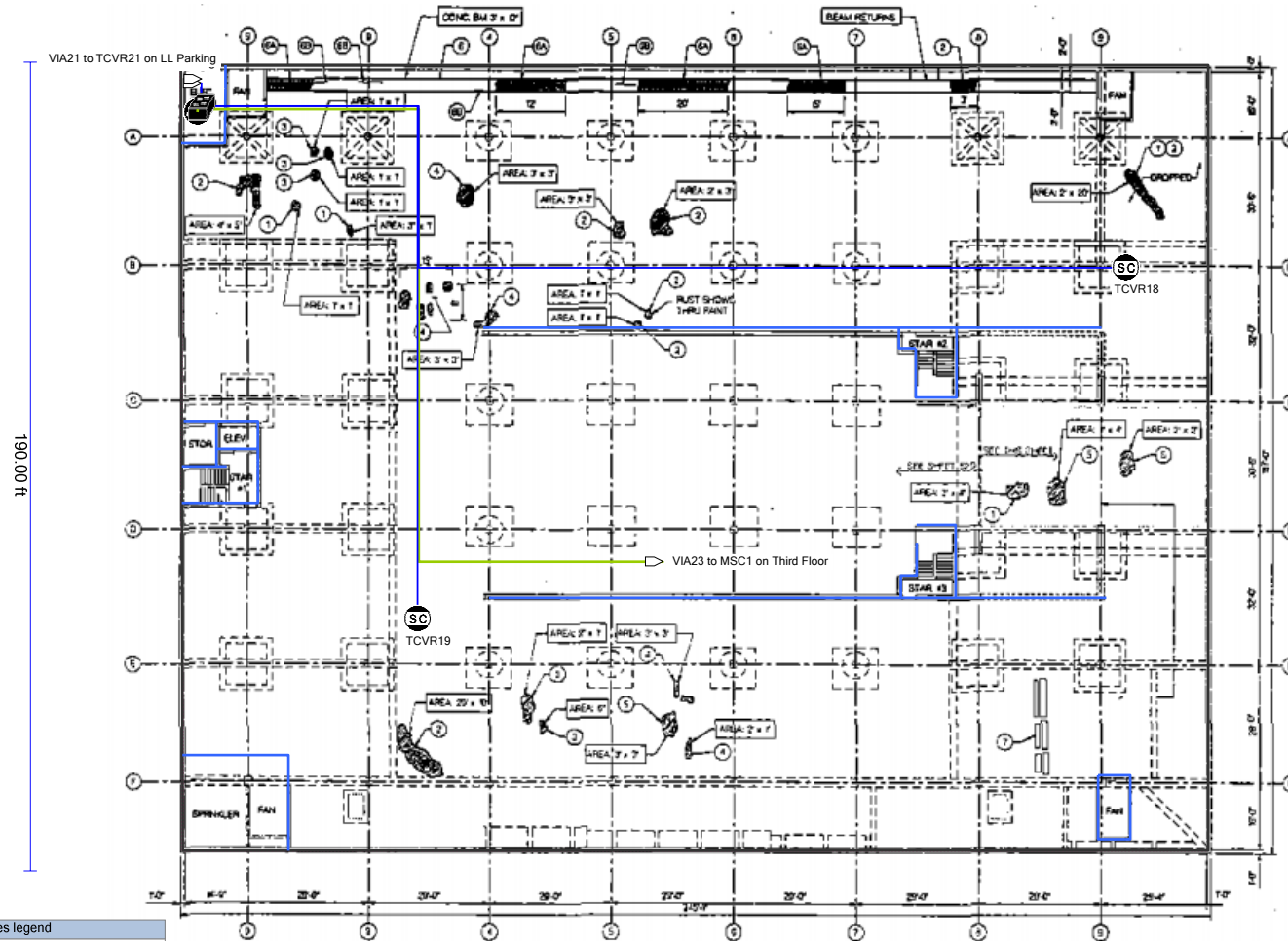
SCALE: 1" = 1'-0"

OTOLINGUAL PREPARATION

	Title	LL Parking	Designer	
	Alexandria City Hall - Design			
	Company	Newbridge Wireless LLC	Date	12/10/2019

UL Parking

245.00 ft



Pictograms legend

- Miscellaneous
- Network Equipment
- Small Cell
- Via

Cables legend

- 006UD8-M1G01M20
- CAT-5

Systems information legend

System 2: Verizon / LTE / 2x2 MIMO

2100 MHz - AWS Band / FDD - 15 MHz - Band 4 Block / Nb. of channels: 1 / Nb. of sources: 1

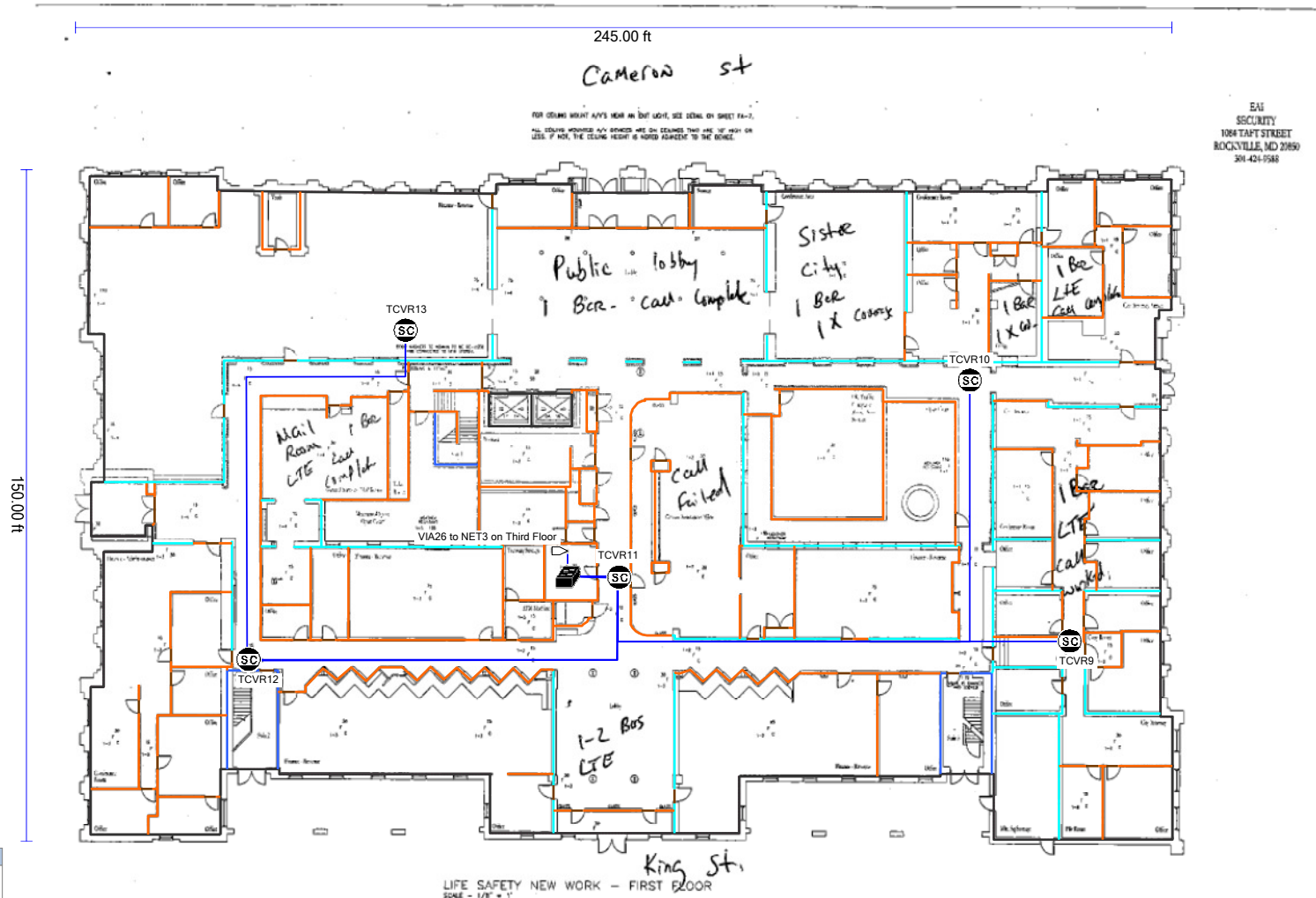
1 UPPER LEVEL SELECTED CEILING PLAN

SCALE: 1/8" = 1'-0"

CEILING REPAIR

	Title: UL Parking Alexandria City Hall - Design Company: Newbridge Wireless LLC	Designer: Date: 12/10/2019
--	---	-------------------------------

First Floor



EAI
SECURITY
1004 TAFT STREET
ROCKVILLE, MD 20850
301-424-1588

Pictograms legend

- Network Equipment
- Small Cell
- Via

Cables legend

- CAT-5

System 2: Verizon / LTE / 2x2 MIMO

2100 MHz - AWS Band / FDD - 15 MHz - Band 4 Block / Nb. of channels: 1 / Nb. of sources: 1

	File	First Floor	Designer
	Client	Alexandria City Hall - Design	
	Company	Newbridge Wireless LLC	Date
			12/10/2019

245.00 ft

 Small Cell

Cables legend

— CAT

System 2: Verizon / LTE / 2x2 MIMO

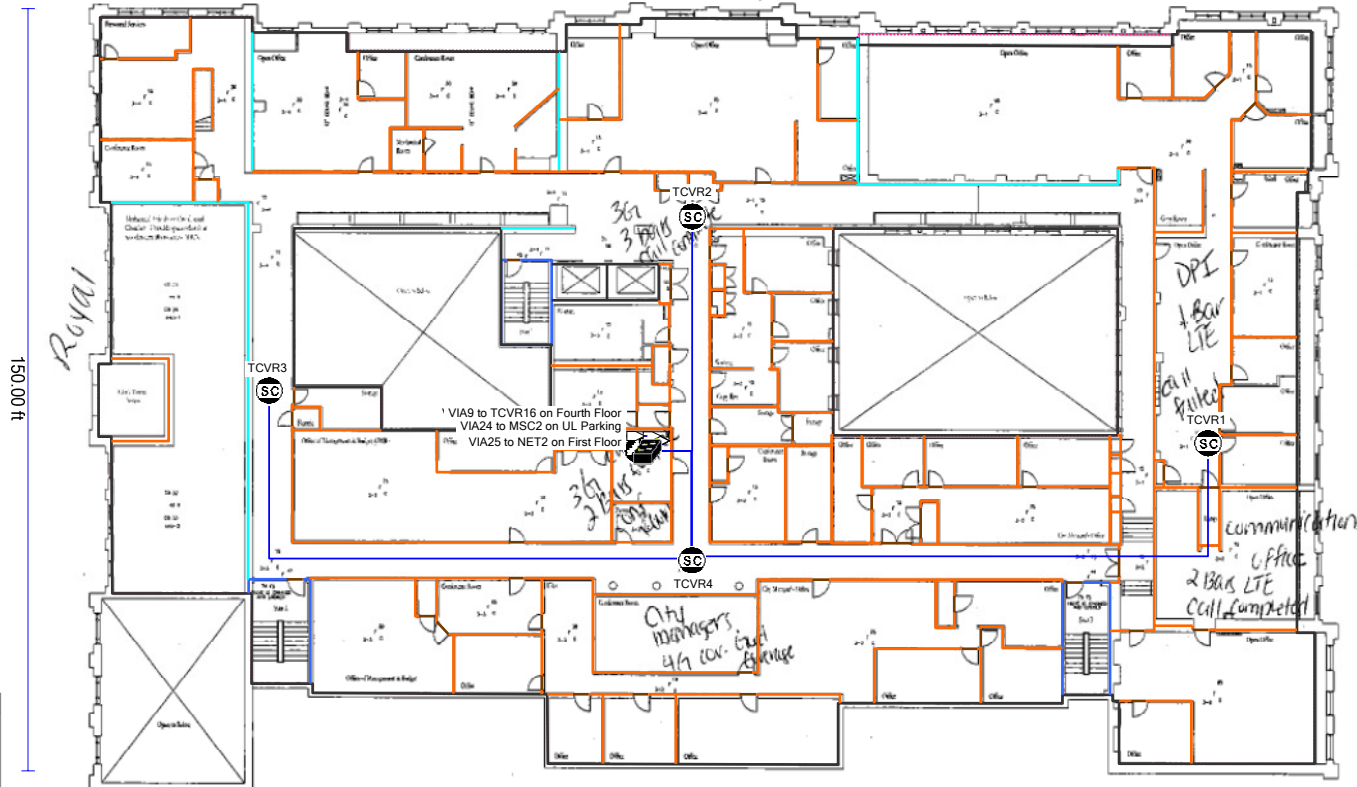
2100 MHz - AWS Band / FDD - 15 MHz - Band 4 Block / Nb. of channels: 1 / Nb. of sources: 1

Third Floor

245.00 ft

FOR CEILING MOUNT ANYS NEAR AN OFF LIGHT, SEE DOWNS ON SHEET 10-1.
ALL DIMENSIONS INDICATED MUST BE MAINTAINED AND ALL DIMENSIONS MUST BE MAINTAINED ON
LESS, IF ANY, THE DIMENSION IS NOTED ADJACENT TO THE DEVICE.

EAI
SECURITY
1004 TAFT STREET
ROCKVILLE, MD 20850
301-434-5588



LIFE SAFETY NEW WORK - THIRD FLOOR
SCALE - 1/8" = 1'

Pictograms legend

- Miscellaneous
- Network Equipment
- Small Cell
- Via

Cables legend

- 006UD8-M1G01M20
- CAT-5

Systems information legend

System 2: Verizon / LTE / 2x2 MIMO

2100 MHz - AWS Band / FDD - 15 MHz - Band 4 Block / Nb. of channels: 1 / Nb. of sources: 1

	Third Floor	Designer
	Alexandria City Hall - Design	
	Company	Date
	Newbridge Wireless LLC	12/10/2019

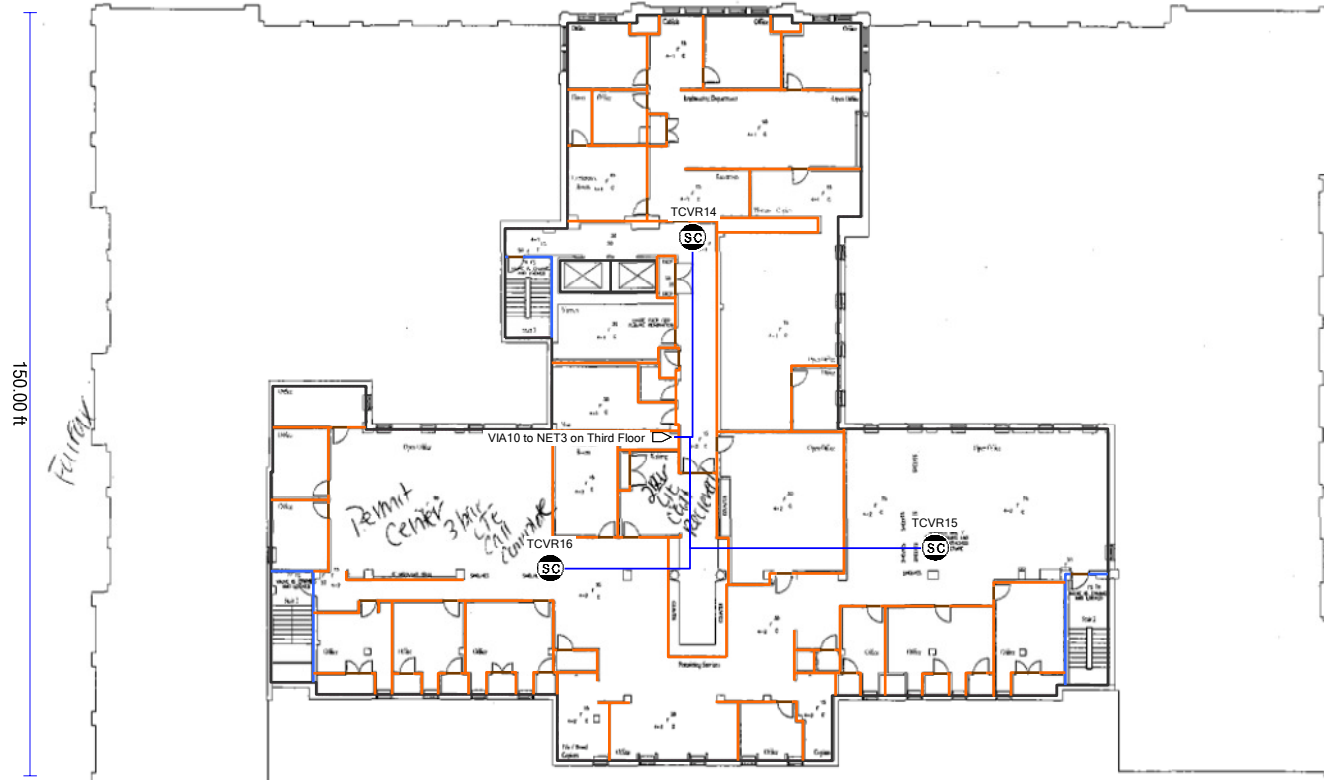
Fourth Floor

245.00 ft

150.00 ft

FOR CEILING MOUNTED EQUIPMENT, SEE DETAIL ON SHEET 04-1.
ALL CEILING MOUNTED EQUIPMENT SHALL BE CEILING MOUNTED AND NOT BE HUNG OR
LESS, IF NOT, THE CEILING HEIGHT IS NOTED ADJACENT TO THE DEVICE.

EAI
SECURITY
1004 TAFT STREET
ROCKVILLE, MD 20850
301-424-9588



LIFE SAFETY NEW WORK - FOURTH FLOOR
SCALE - 1/8" = 1'

Pictograms legend

Small Cell

Via

Cables legend

CAT-5

Systems information legend

System 2: Verizon / LTE / 2x2 MIMO

2100 MHz - AWS Band / FDD - 15 MHz - Band 4 Block / Nb. of channels: 1 / Nb. of sources: 1

	Room	Fourth Floor	Designer
	Project	Alexandria City Hall - Design	
	Company	Newbridge Wireless LLC	Date
			12/10/2019

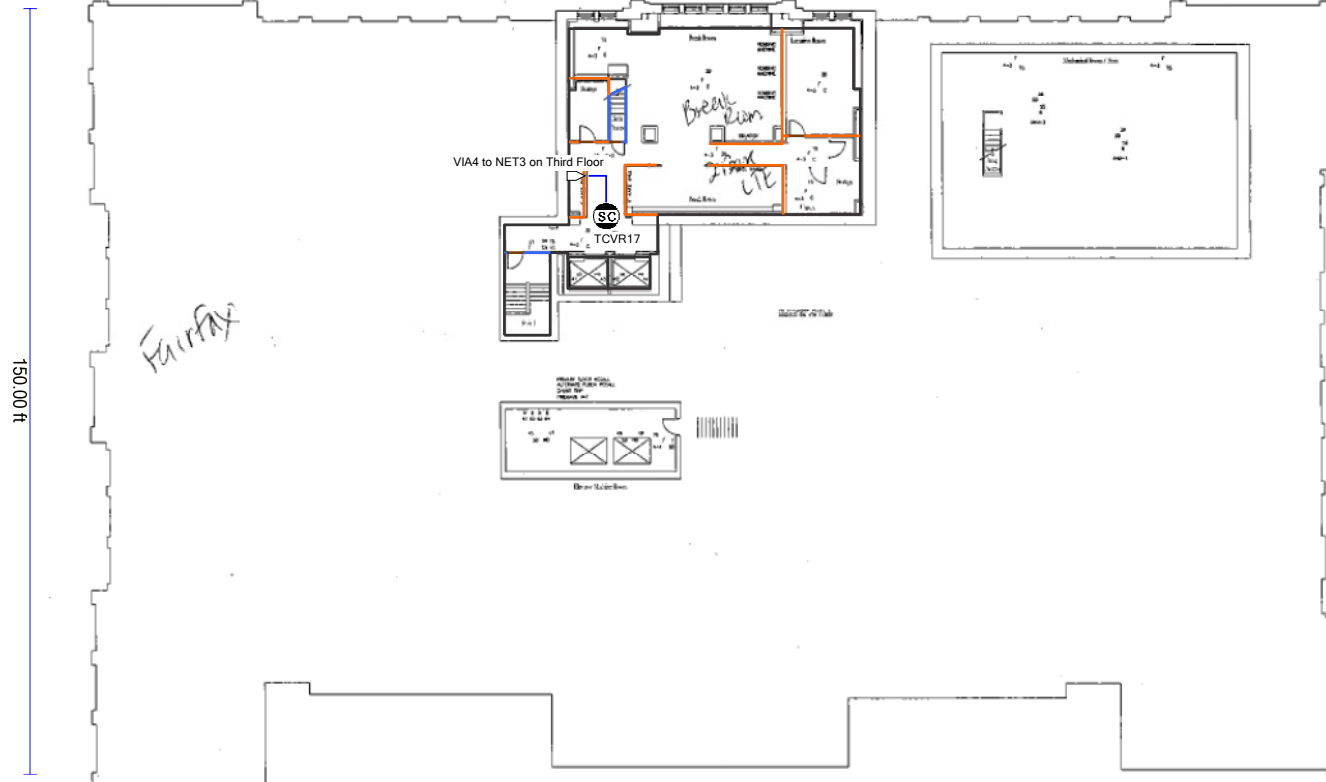
Fifth Floor

245.00 ft

Camera

FOR CEILING MOUNT A/V'S MEAS IN DIST. UNIT, SEE DETAIL ON SHEET 15A-1.
ALL CEILING MOUNTED A/V DEVICES ARE ON CEILING THAT ARE 10' HIGH OR
LESS. IF NOT, THE CEILING HEIGHT IS NOTED ADJACENT TO THE DEVICE.

EAI
SECURITY
1064 TAFT STREET
ROCKVILLE, MD 20850
301-424-0588



150.00 ft


Fairfax

Royal

1415

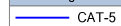
LIFE SAFETY NEW WORK - FIFTH FLOOR AND ATTIC SPACE
SCALE - 1/8" = 1'

Pictograms legend

 Small Cell

 Via

Cables legend

 CAT-5

Systems information legend

System 2: Verizon / LTE / 2x2 MIMO

2100 MHz - AWS Band / FDD - 15 MHz - Band 4 Block / Nb. of channels: 1 / Nb. of sources: 1

	Title Fifth Floor Alexandria City Hall - Design Company	Designer
	Newbridge Wireless LLC	Date 12/10/2019