

LICENSE AGREEMENT
BETWEEN
MILWAUKEE COUNTY PARKS
AND
CELLCO PARTNERSHIP D/B/A Verizon WIRELESS

This License Agreement (the "Agreement"), made and entered into _____ (the "Effective Date"), by and between MILWAUKEE COUNTY PARKS, 9480 Watertown Plank Road, Wauwatosa, WI 53226 ("County") and CELLCO PARTNERSHIP D/B/A Verizon WIRELESS One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 ("Verizon").

WITNESSETH:

In consideration of the covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

PROVISIONS:

1. **Premises.** County hereby grants a license to Verizon for access to certain space as outlined in Exhibit A (the "Premises") at Milwaukee County's Veterans Park, 1010 N. Lincoln Memorial Drive Milwaukee, WI 53202, and McKinley Park, 1750 N. Lincoln Memorial Drive, Milwaukee, WI 53202 (the "Property").
2. **Term.** This Agreement shall commence on the Effective Date and shall terminate ten (10) years thereafter (the "Initial Term"); provided, however, that the parties may renew the Agreement if mutually agreeable to both parties (each such period, an "Extension Term") for up to five (5) additional five (5) year periods. The Initial Term and any Extension Term then effectuated shall be referred to herein as the "Term."
3. **Fees.** Verizon shall pay to the County the fees and costs set forth in the "Fee Schedule" attached hereto and made a part hereof as Exhibit B. Verizon shall pay the initial recurring fee (if any) on or before the date that Verizon begins construction on the County Pole and/or installation of its Equipment ("Commencement Date"). Verizon shall pay subsequent recurring fees on or before each anniversary of the Commencement Date. Before any recurring fees are paid, County shall provide Verizon a completed, current Internal Revenue Service Form W-9 and state and local withholding forms if required. Verizon may make payments by check made out to the order of the County of Milwaukee and sent to the following address or through electronic transfer subject to the County's approval and necessary bank routing instructions.

County of Milwaukee
Milwaukee County Treasurer
9480 W Watertown Plank Rd
Wauwatosa, WI 53226

4. Use of Premises. The County grants to Verizon and Verizon agrees it will use and occupy the Premises for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of equipment, technologies, frequencies and related fiber and materials reasonable necessary to use, access, connect, operate, maintain, repair, replace, and provide power to its equipment ("Equipment") that enables Verizon's wireless communications ("Verizon's Use"). Verizon's Use, its Equipment, and the County Poles shall be described in the Exhibit C to this Agreement. County reserves the right to grant other persons rights to use all or any portion of the Premises, so long as such use does not unreasonably interfere with the operation, maintenance, or removal of the Equipment.

4.1. This Agreement authorizes Verizon's installation, operation, maintenance, repair, replacement and removal of the Equipment at the Premises, and for no other purpose or business other than as set forth specifically in this Agreement or as allowed by applicable law. No further installation of equipment or work shall be undertaken by Verizon at the Property without County's prior written consent.

4.2. Verizon shall maintain, at its sole expense, all permits and other governmental approvals required for the operation of Verizon's Equipment during the Term.

4.3. Verizon shall exercise each of its rights hereunder in such a manner so as not to unreasonably interfere with the use of the Premises by any other persons or entities making use of the Premises or having rights to do so.

5. Interference.

5.1. Verizon will not cause any material interference to County traffic, public safety, or other communications signal equipment on the pole. County agrees that County will not cause any material interference to Verizon's Equipment or Verizon's Use.

5.2. If interference occurs, the non-interfering Party shall notify the interfering Party via telephone to Verizon's Network Operations Center at (800) 621-2622 or to County at (414) 257-7275, and the parties shall work together to cure the interference as soon as commercially possible.

6. Installation, Maintenance, and Removal.

6.1. Verizon shall keep and maintain all Equipment in commercially reasonable condition and in accordance with any applicable and non-discriminatory maintenance requirements of County. Prior to any maintenance or modifications to Verizon's Equipment, Verizon must obtain a Right-of-Entry permit from Milwaukee County Parks. Verizon will not incur a fee for the ROE if the it is conducting testing or maintenance activities, or repairing or replacing damaged or malfunctioning Equipment, or maintaining, repairing, replacing or making any like-kind modifications to any Equipment that does not materially change the size, height and weight of the Equipment or exceed the structural capacity of the supporting structure. Verizon shall obtain and pay for all required permits and obtain prior approvals from the County for all other work.

- 6.2. Following expiration or earlier termination of this Agreement, Verizon shall remove all Equipment from County Poles and repair and restore County Poles and the property to its prior condition within 90 days of the expiration or earlier termination, unless the County authorized otherwise. If Verizon removes any County Poles pursuant to this Agreement, the County shall retain ownership of any poles Verizon or its contractor removes, and shall provide directions to Verizon for their reuse or disposal. Equipment installed on Verizon's owned or third-party owned poles shall be removed and the Property shall be repaired or restored to its prior condition.
7. Utilities. Verizon shall have the right to install power at the Premises and shall pay for any electricity service for its Equipment. As permitted by the electric provider, Verizon may install an electric meter on the County pole or the ground adjacent to the County pole. Any placement of an electric meter must be approved by County prior to its placement.
8. Termination. This Agreement may be terminated prior to the expiration of its term: (i) by County upon written notice to Verizon, if Verizon fails to pay any amount when due and such failure continues for 60 days after Verizon's receipt of notice; (ii) by either Party upon written notice to the other Party, if such other Party fails to comply with this Agreement and the party has failed to initiate a cure within 60 days after receipt of written notice.
9. Removal and Relocation. Within 180 days after receipt of written notice from County, Verizon shall remove and may relocate the Equipment to an alternative location made available by County due to: (i) construction, expansion, repair, relocation, or maintenance of a street or other public improvement project; or (ii) maintenance, upgrade, expansion, replacement, or relocation of County traffic light poles and/or traffic signal light system; or (iii) permanent closure of a street or sale of County property. The County shall require removal or relocation only if necessary. If Verizon fails to remove or relocate any Equipment within 180 days, County shall be entitled to remove the Equipment at Verizon's expense. The Parties shall cooperate to the extent possible to assure continuity of service during any relocation. County shall use best efforts to provide a reasonably equivalent location that affords Verizon substantially similar engineering objectives.
10. Public Park. Verizon understands and agrees that the Property is a public park and that the Property is to remain accessible to the public in a manner that is compatible with the historical uses of the Property.
11. Indemnification. Verizon shall indemnify County for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims or claims for reasonable attorneys' fees or costs, which arise out of or are, based on any injury, damage or loss caused by the negligence or other fault of Verizon, its agents or employees. Verizon shall, at its own expense, investigate all such claims and demands, attend to their settlement or disposition, defend all actions against County based thereon and pay all actual and reasonable charges of County's attorneys and other costs and expenses, to the extent attributable to or arising from any such injury, damage or loss, claim, demand or action. Verizon shall have no obligation to indemnify County for any liability, claim, or demand to the extent that the liability, claim, or demand arises out of the County's negligence or willful misconduct. County shall not be liable for any damages directly or indirectly resulting from: (1) the interruption of use of the Equipment as a result of theft or vandalism, or the malfunctioning, installation, detachment, failure, or

removal of Verizon's Equipment, or the removal of other equipment at the Property; or (2) any interruption in power supply.

12. Insurance.

Verizon shall provide the County with evidence of the following insurance requirements. In no way do these requirements limit the liability assumed elsewhere in the contract. Verizon shall, and shall require any subcontractors to obtain and maintain substantially the same coverage as required of Verizon, at its sole expense, maintain the following insurance.

12.1. Commercial General Liability Insurance including contractual coverage:

The limits of this insurance shall be \$5,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including products/completed operations - \$5,000,000 aggregate and personal and advertising injury

12.2. Commercial Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Verizon shall provide commercial automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles in an amount of \$5,000,000 combined single limit each accident for bodily injury and property damage.

12.3. Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts in compliance with the statutory requirements of the state(s) of operation and Employers Liability Insurance with a limit of \$500,000 each accident/disease/policy limit.

1.1. Telecommunications, Media & Technology Errors and Omissions with a limit of \$5,000,000 per claim and aggregate covering the negligent acts, errors and/or omissions of contractor in the performance of professional services under this Agreement:

1.2. Excess/Umbrella Liability Insurance with a limit of \$2,000,000 per occurrence and aggregate providing coverage excess of the limits stated in (1.), (2.), and (4.) above.

Additional Requirements:

1.3. Verizon shall require subcontractors performing work under this Agreement to obtain and maintain substantially the same insurance as described above.

1.4. The insurance specified in (1.), (2.) and (6.) above shall: (a) include the County, including its directors, officers, and employees as additional insureds as their interest may appear under this Agreement by blanket additional insured endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

1.5. Upon prior written notice to, review and acceptance by Verizon, the County may require higher limits or other types of insurance coverage(s) as necessary and appropriate.

1.6. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against the County, its subsidiaries, employees, and their insurers.

1.7. Verizon shall provide certificates of insurance evidencing the coverages, limits and provisions specified above within 5 days of the execution of the Agreement and upon receipt of notice from its insurers thereafter, upon the renewal of any of the policies. Verizon shall provide the County with a thirty (30) day advanced written notice of any cancellation of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

Mail to: Attn: Contracts Manager
Milwaukee County Parks
9480 Watertown Plan Rd.
Wauwatosa, WI 53226

2. County Rights of Access and Audit. The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances. Any and all County contracts and solicitations for contracts shall include a statement that the Contractor, lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances.

3. Interest. Unless waived by the County Board of Supervisors, Verizon shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the Agreement with Milwaukee County. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (1% per month or fraction of a month) as described in Subsection 74.80(1) Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

3.1. Penalty: In addition to the interest described above, Verizon may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the Agreement with Milwaukee County, as may be determined by the administrator of this Agreement, or his designee. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Milwaukee County Ordinance Subsection 6.06(1) and Subsection 74.80(2), Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

3.2. Audit Results: If as a result of an audit, additional amounts are disclosed to be due and owing to Milwaukee County, interest and penalty shall be calculated thereon in accordance with the above method. Verizon shall remit to Milwaukee County any additional amounts due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by Milwaukee County.

3.3. Nonexclusivity: This provision permitting collection of interest and penalty by Milwaukee County on delinquent payments is not to be considered Milwaukee County's exclusive remedy for Verizon's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by Milwaukee County of any other remedy permitted under the Agreement, including but not limited to termination of this Agreement.

4. Non-discrimination and Affirmative Action: In the performance of work under this Contract, Verizon shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following:

Verizon certifies that it has 50 or more employees, and is in full support of investing in and maintaining a diverse workforce through the recruitment and development of minorities and women as well as participation in community organizations and connections with local businesses.

Correspondingly, Verizon does not discriminate in any way based on Title VII of the Civil Rights Act of 1964 and has an established policy prohibiting discrimination of any kind and supporting Affirmation Action as required by applicable law.

5. No Joint Venture. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and Verizon or its successors or assigns.

6. Assignment. Verizon may not assign this Agreement, in whole or in part, without the prior written approval of the County, which shall not be unreasonably withheld. Verizon shall not be required to obtain the consent of County for any assignment or transfer of this Agreement or the license herein granted to any affiliate of Verizon, any purchaser of all or substantially all of the assets of Verizon, or any person or entity that Verizon may merge or consolidate.

7. Severability. If any provision of this Agreement is found to be illegal or unenforceable, the remaining provisions of this Agreement shall not be affected, thereby, and shall remain in full force and effect as though the illegal or unenforceable provisions were not contained herein; provided that, if said illegal or unenforceable provisions go to the heart of this Agreement, then the Agreement is terminated.

8. Force Majeure. Neither party shall be responsible for delays or failures in performance as a result of an Act of God, war, civil disturbance or other cause beyond a reasonable control of such party, and such failure to perform shall not be grounds for termination or default.

9. Taxes. If County is required by Law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Licensee with respect to the transactions contemplated by this Agreement, then County shall bill such Tax to Licensee in the manner and for the amount required by Law. Licensee shall pay such billed amount of Tax to County, and County shall remit such Tax to the appropriate tax authorities as required by Law. Licensee shall have no obligation to pay

any Tax for which Licensee is exempt. Otherwise, Licensee shall pay all Taxes that are the legal responsibility of Licensee under Laws.

10. Governing Law. This Agreement is made pursuant to and shall be construed in accordance with the laws of the State of Wisconsin.
11. Notice. All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party as addressed as follows:

If to County:
Milwaukee County
Parks Department
9480 W Watertown Plank Rd,
Wauwatosa, WI 53226
Attention: Executive Director

With a copy to:
Milwaukee County
Office of the Corporation Counsel
901 North Ninth Street
Courthouse, Room 303
Milwaukee, WI 53233

If to Verizon:

Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to:

Cellco Partnership
d/b/a Verizon Wireless
1515 Woodfield Rd., Ste. 1400
Schaumburg, IL 60173
Attention: Legal Department

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

Signature page follows

This Page Reserved for Electronic Signatures

EXHIBIT A

[LIST OF SITES/COUNTY POLES TO BE INSERTED]

EXHIBIT B

FEE SCHEDULE

1. Verizon shall pay County \$270 per year for each County Pole listed in Exhibit A. This fee shall be inclusive of all of Verizon's Use and except as set forth in Section 3 of this Exhibit B, the annual fees paid under this Agreement may not exceed \$270 per year for each County Pole.
2. For purposes of determining the total annual fee applicable to a County Pole License for a partial calendar year in which the Commencement Date occurs in a month other than January, the total fee will be a pro-rated amount equal to the product obtained by multiplying 1/12th of the annual fee by the number of months remaining in such year.
3. County may adjust the rates described in this Exhibit B by 10 percent as of July 10, 2024 and every fifth anniversary thereafter, rounded to the nearest multiple of \$5.
4. Except as provided in this Fee Schedule, the County shall not require any other or additional recurring fees, costs, or charges of any kind.

EXHIBIT C

[Equipment]