

GLOUCESTER COUNTY VIRGINIA

# LICENSE AGREEMENT FOR PLACEMENT OF WIRELESS BROADBAND EQUIPMENT UPON GLOUCESTER COUNTY-OWNED TOWERS AND/OR BUILDINGS

#### WITNESSETH:

WHEREAS, County owns radio communication towers listed in Exhibit A (hereinafter collectively referred to as "Towers"), all of which are suitable for placement of fixed-wireless antennas to provide high-speed internet service; and

WHEREAS, County owns and/or controls numerous buildings and sites throughout the county which are listed in Exhibit B, hereinafter referred to as "County Buildings"), which are also suitable for placement of fixed-wireless antennas to provide high-speed internet service; and

WHEREAS, the locations of the Towers and the County Buildings are described in further detail below; and

WHEREAS, Licensee desires to install, maintain, repair, remove, replace, and operate, on the premises described below, at its expense, a wireless broadband service system facility, including mounting fixed-wireless antennas on the Towers and County Buildings and a weather utility service box approximately 2' x 3' at each location to house the communications service system fixtures and equipment, and necessary appurtenances, which include but are not limited to cable clips, mounts, clamps, and other miscellaneous parts that connect the antennas, cables, and electronics (hereinafter all collectively referred to as "Equipment" and described in Exhibit C, which shall be attached hereto and incorporated by reference herein, as if fully set out, upon its completion and approval in writing by both parties); and

WHEREAS, County has agreed to grant unto Licensee a non-exclusive license to install, maintain, repair, remove, replace, and operate a wireless broadband service system facility upon the Towers and the County Buildings pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

- 1. <u>Locations</u>: The Towers are located on tracts of land described in Exhibit A, and the County Buildings are located on tracts of land described in Exhibit B, both of which are attached hereto and incorporated by reference herein. (Hereinafter the tracts of land are collectively referred to as "Properties;" hereinafter the Towers, the County Buildings, and the Properties are collectively referred to as "Premises"). The parties acknowledge that the tracts contained in Exhibit B are subject to change throughout the term of this Agreement and therefore agree to amend Exhibit B as necessary depending on County's ownership interests.
- 2. <u>Use</u>: Subject to the terms and conditions hereof, County grants to the Licensee the nonexclusive license to install, maintain, repair, remove, replace, and operate a wireless broadband service system facility as described in Exhibit C upon the Towers and the County Buildings. Licensee may install up to twelve (12) fixed wireless antennas on each of the Towers and up to six (6) fixed wireless antennas on each of the County Buildings. Said antennas may collectively occupy up to a total of twelve (12) square feet on each of the Towers and up to a total of eight (8) square feet on each of the County Buildings. Licensee may install one (1) weather utility service box at each of the Towers and one (1) weather utility service box at each of the County Buildings. Each weather utility service box may occupy up to six (6) square feet at each of the Towers, and the County Buildings weather utility service box may occupy up to six (6) square feet on the County Building's roof. Additionally, the County grants to the Licensee the non-exclusive license to use the road, roadways, or easements to which the County has ownership or control for the purpose of allowing Licensee access to the Premises for the purposes contained herein. Licensee's use of the Towers and the County Buildings shall be nonexclusive and shall not interfere with other uses located or hereafter located upon the Properties. Licensee further acknowledges and agrees that the primary use of the Towers is for radio communications towers for the County; that the primary use of the County Buildings is for the office space for various County departments; and that in no event shall Licensee's use of the Towers and/or County Buildings interfere with the primary use of the Properties or for any other purpose for which the County may use the Properties, the Towers, or the County Buildings including, but not limited to, the installation of communication equipment used on behalf of the County, its departments or agencies, or other government agencies, now or in the future.
- 3. Antenna Space and Cabling: Owner hereby agrees to provide space on its Towers and its County Buildings for fixed wireless antennas and mounts at locations to be mutually agreed upon by both Open Broadband and the Owner. Said locations shall not cause issues with the County Buildings, tower loading or wind shear, and shall not interfere with the openings to the County Buildings/Towers, ladders, braces, paint removal, or painting/maintenance of the County Buildings/Towers, and shall be in full compliance with all state and federals laws and the rules and regulations of any agency or instrumentality thereof, including but not limited to the Federal Communications Commission (hereinafter referred to as "FCC") and Federal Aviation Administration (hereinafter referred to as "FAA"). As required, Owner also agrees to allow Open Broadband to attach outdoor cable to the Towers and the County Buildings, in locations

mutually agreed upon by both parties, in order to connect the antennas to electronics located at or near the Towers or the County Buildings, to the extent legally permissible. Open Broadband is responsible for all purchase, installation, and maintenance costs of their equipment and will work in good faith with the Owner and/or the Owner's tower management company for agreeable placement locations and design.

- 4. Electronics and Power: Owner hereby grants access to Open Broadband to place electronics at a location near the Towers and the County Buildings suitable to both parties. This will be accomplished via the aforementioned weather utility service box. Owner will allow Open Broadband to install a small solar panel, not to exceed 16 square feet in total size, and batteries to supply power at each of the Towers and at the County Buildings. Open Broadband is responsible for all purchase, installation, and maintenance costs of their equipment and will work in good faith with the Owner and/or the Owner's tower management company for agreeable placement locations and design.
- 5. <u>Installation of Equipment</u>: Open Broadband agrees to comply with Gloucester County policy requirements of any vendor requesting space on the Public Safety Radio System tower sites as follows:
  - a. A Structural Analysis Report from a certified engineering firm will be completed and submitted by the County at Open Broadband's request. This report should determine the tower's capacity with the new equipment taken into account. The County agrees to pay 50% of the cost, and Open Broadband the remaining 50% of the cost.
  - b. If the tower study is over 100% capacity, Open Broadband would be required to either return the tower to 95% capacity at Open Broadband's expense, or terminate this agreement and cancel installation.
  - c. Open Broadband is 100% responsible for any interference studies and mitigation efforts should any problems appear after the new equipment is installed.

Prior to installation of its equipment or making any modifications or changes to its equipment, if any, Open Broadband agrees that it will provide the Owner, or their representative, a written proposal addressing the installation of antennas and that such proposal shall be approved by the Owner or their representative prior to installation. Each approved installation will be added as an Attachment to this Agreement. Any employee or agent of Open Broadband climbing a site should be ENSA certified or equivalent and shall adhere to all OSHA regulations pertaining to PPE and tower climbing. All equipment installed by Open Broadband must be properly grounded in accordance with national recognized standards.

6. Compliance with Laws/Regulations: Licensee shall install, maintain, repair, remove, replace, and operate its Equipment during the term hereof in compliance with all present and future rules and regulations imposed by any local, State or Federal authority having jurisdiction with respect thereto, including, without limitation, rules and regulations of the FCC and the FAA.

7. Interference: Open Broadband plans to operate in all or any of the following frequencies: 2.4GHz, 3.5GHz, 5 GHz, 11 GHz, 24 GHz, and 60 GHz. Further, Open Broadband agrees to coordinate spectrum use with other service providers in order to prevent interference. Open Broadband will resolve any technical problems with other equipment located at the sites on the installation date. In the event that the operations of Licensee under this Agreement interfere with the transmitting or receiving of radio, television, telephone, or other electronic signals or devices existing on the site prior to the date of this Agreement, or which are owned by County or its agents and installed by them at any time, Licensee shall, at its own expense after written notice from County, correct such interference as soon as reasonably possible. However, in the event that such interference is not corrected, within thirty (30) days, County shall have the right to terminate as provided in the paragraphs below. This provision shall not apply to brief and reasonable test periods where the sources of the interference are being determined for purposes of suppression.

In the event that any device installed on the site after the date hereof by another licensee and not on behalf of the County shall interfere with Licensee's transmission or reception, County shall in good faith work with the other licensee to eliminate such interference as soon as reasonably practicable. In the event that such interference does not cease within a reasonable period, Licensee shall have the right to terminate this Agreement. The County will not be liable to Licensee for monetary damages or equitable relief for interference caused by existing or future communications equipment or frequencies used on County's Towers.

Notwithstanding the foregoing, if the performance of this Agreement interferes in any way at any time with the County's 911 emergency radio communications system in any manner that may possibly jeopardize any life or property, in the County's sole discretion, then this Agreement shall terminate immediately and the Licensee shall immediately cease using its Equipment and remove said Equipment in a timely manner, but in any event no later than ninety (90) days after the date of termination. County shall notify Licensee via telephone and/or e-mail of the immediate termination.

Additionally, notwithstanding the foregoing, the parties agree that should the County determine, in its sole discretion, that the performance of this Agreement interferes with the primary function of the Premises or with any other uses of the Premises for County purposes, or is otherwise inconsistent with the best interests of the County, the County shall notify Licensee and Licensee shall have thirty (30) days to respond to such determination. If the said response is not acceptable for any reason in the sole judgment of the County, County may terminate this Agreement, and Licensee must completely vacate the site by the expiration of ninety (90) days from the date of notice of County's determination.

Also, in all matters where County's approval is required and County should determine in its reasonable discretion that a possibility or a threat of interference or other disruption of the business of County or other existing licensees exists, County shall have the absolute right to withhold consent.

- 8. Access to Premises: During the term of this Agreement, Licensee shall be granted escorted access to the Towers and the County Buildings for the purpose of installation, repair, maintenance, removal, replacement, and operation of the Equipment installed pursuant to the terms of this Agreement. As long as Licensee is not in breach of this Agreement, escorted access will be available to Licensee during the County's normal business hours (Monday through Friday, 8:30am until 4:30 pm except for County holidays). Licensee shall not access any site without a County escort unless County provides permission for Licensee to access site without a County representative present. In the event of an emergency event, such as customer outage or power outage, County agrees that escort service will be made available outside of normal business hours if needed.
- 9. <u>Term</u>: The term of this Agreement shall be for a period of three (3) years commencing upon the date of first access to the property and terminating on the third (3<sup>rd</sup>) anniversary from such date. Thereafter, the parties may enter into a new lease only upon execution of a superseding agreement.
- 10. Rent: Licensee shall pay County rent starting on the first day in which Licensee commences work at the site, in the amount specified in Appendix A, which is attached hereto and incorporated by reference herein. Said rent shall be payable on or before the tenth (10th) day of each calendar month in advance to the County. In the event that this Agreement is terminated on a date other than the last day of a month, the rent shall be prorated as of the date of termination. Licensee shall provide the number of customers on each structure as described in Appendix A on the first day of each month so that County may determine the rent due per month.

Both parties agree that the deployment of fixed wireless broadband internet is an economic development benefit to the community to retain and attract jobs, helps close the 'homework gap' for local residents with children desiring affordable home broadband internet, and will result in new property tax collections for the county.

It is understood that tower space is a requirement in order for Open Broadband to provide fixed-wireless internet service to the community. The rents specified in Appendix A are a valuable consideration, and are valid only as long as Open Broadband has made the investment in the County and is providing high-speed internet service in underserved areas of the community, and/or as specified in a County Broadband Project, Capital Improvement Project, or a state project inclusive of VATI grant-funded projects.

11. Governmental Approval: Licensee's ability to use the Premises is contingent upon its obtaining any and all necessary certificates, permits, licenses and other approvals that may be required by any governmental authorities. In the event that a zoning variance, special use permit or some other governmental approval is required in connection with the installation, repair, maintenance, replacement, removal, operation, or modification of Licensee's equipment, Licensee shall be solely responsible for obtaining the appropriate approval. Entry into this

Agreement shall not in any way be construed as a waiver of any zoning, permit, or other requirement imposed by City, County, State or Federal law.

12. Maintenance of Tower Facilities: General tower and County Buildings maintenance (lighting, painting, repairing, maintaining, etc.) is the responsibility of the Owner.

Notwithstanding the foregoing, County shall have no responsibility for any lighting or Tower/County Buildings modifications which are required as a result of the installation of Equipment by Licensee. The responsibility for maintaining lighting upon Licensee's Equipment or which is required to be installed as a result of the installation of Licensee's Equipment shall be the responsibility of Licensee, and Licensee agrees to indemnify and hold harmless County from same and from any liability resulting from its failure to so maintain such lighting.

The Owner shall not move, disconnect or adjust, in any way, Open Broadband's equipment without the supervision of an Open Broadband representative on site unless said equipment is interfering with the County's 911 emergency radio communications system in any manner in the sole discretion of the County. Open Broadband acknowledges and agrees that it shall be responsible for moving or protecting its equipment during any repairs or renovations to the Towers and the Owner shall incur no liability to Open Broadband for any injury, expense, or claim incurred by Open Broadband during any such repair or renovation.

- 13. Damage or Destruction to Site: In the event the site or any part thereof is damaged or destroyed by the elements or any cause, County may elect to repair, rebuild or restore the site or any part thereof, to the same condition that it was immediately prior to such casualty. In such event, the rental payments required herein shall cease as of the date of such casualty until the site, in Licensee's opinion, is restored to a usable condition for Licensee's operation. County shall also have the right to elect not to repair the site and upon such election, County shall send to Licensee, a notice of cancellation of this agreement within thirty (30) days of such casualty. In the event that County fails to give Licensee notice of its intention to repair the site within such thirty (30) day period or in the event that County has failed to repair the site within one hundred eighty (180) days after the day of the casualty, Licensee may terminate this Agreement by giving written notice thereof to County within five (5) days of such thirty (30) day or one hundred eighty (180) day period, as the case may be. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty. County shall not be responsible or liable to Licensee for any loss, damage or expense that may be occasioned by, through or in connection with any of County's acts, omissions or those of any other licensees occupying the sites or for any structural failure or power failure by the destruction or damage to the site.
- 14. Removal of Equipment Upon Termination: Following any termination or expiration of this Agreement, Licensee shall remove all of its Equipment within one hundred eighty (180) days. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the Equipment upon the Premises, ordinary wear and tear excepted. If Licensee fails to

remove such Equipment within this time period, County may deem the Equipment abandoned and said Equipment structures shall become the property of County, at County's option.

- 15. <u>Termination</u>: In addition to any other provision of this Agreement which provides for termination, this Agreement may be terminated, without penalty or liability, as follows:
- A. By County in the event of a failure or refusal of Licensee to pay rent or other payment within ten business (10) days after receipt of written notice that such payment is due;
- B. By either party upon the non-monetary default of any covenant, term, or condition of this Agreement which is not cured within thirty (30) days of receipt of written notice of default, without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement;
- C. By Licensee upon thirty (30) days prior written notice if it is unable to obtain or maintain any license, permit or other approval necessary to the operation of the Equipment or Licensee's business;
- D. By Licensee upon ninety (90) days written notice that the Premises are or have become unacceptable under Licensee's design or engineering specifications for its use of the Equipment;
- E. In the event of a change in the County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Licensee of such limitation or change in County's legal authority.
- F. Upon termination of this Agreement by County pursuant to this paragraph or pursuant to any other provision of this Agreement, such termination shall end all of County's responsibilities and liabilities to Licensee. Licensee shall have no right to any cause of action for County's termination of this Agreement for any reason.
- 16. Default: In the event of Licensee's default hereunder, such default being a breach of any of the terms and conditions contained herein; abandonment of either the Equipment or the Properties; the filing of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an Order for relief entered with respect to Licensee, or seeking reorganization, arrangement, adjustment, lining up, liquidation, dissolution, composition or other relief with respect to Licensee or its debts; or the making by Licensee of any assignment or any other arrangement for the general benefit of creditors under any state or federal law, upon such default, County shall be entitled at its option, to terminate this Agreement and remove Licensee's equipment, improvements and personal properties located at the site at Licensee's cost and expense, and shall be entitled to recover from Licensee all rents due for the remainder of the term of this Agreement notwithstanding anything to the contrary appearing in this Agreement. In the

event that County should, as a result of Licensee's default, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall be immediately due to County as an additional fee hereunder, such costs and expenses to include any reasonable attorney's fees associated with the enforcement of the terms and conditions contained herein.

- 17. Taxes: Licensee shall pay all personal property taxes attributable to the antenna facilities during the term of this Agreement. Licensee shall not be responsible for any taxes attributable to any period prior the commencement date. Licensee shall also pay any increase in real estate taxes levied against the Premises which is directly attributable to Licensee's use of the Premises. County agrees to furnish proof of such increase to Licensee in a form reasonably satisfactory to Licensee.
- 18. <u>Confidentiality</u>: Licensee shall use any and all information obtained as a result of this Agreement solely in furtherance of the Agreement. Licensee shall ensure that it, its employees, agents, assigns, or subcontractors initiate appropriate safeguards to prevent the use or disclosure of any confidential information for any purpose other than performance of this Agreement. Licensee ensures that every reasonable attempt to mitigate any such disclosure of confidential information is made.
- 19. <u>Insurance</u>: Licensee shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by the Gloucester County Finance Director. Should said Certificate of Insurance expire prior to the termination of this contract, Licensee shall supply to the County an updated certification prior to the expiration of the Certificate initially provided.

Workers' Compensation Insurance, with limits for Coverage A Statutory and Coverage B Employers Liability \$500,000 bodily injury, \$500,000 bodily injury by disease, and \$500,000 by disease policy limit.

Commercial general liability of not less than \$2,000,000 General Aggregate Limit (Other than Products-Completed Operations), \$2,000,000 Products-Completed Operations Aggregate Limit, \$1,000,000 Personal and Advertising Injury Limit, \$1,000,000 Each Occurrence Limit, and \$100,000 Fire Damage Limit, and shall not contain an exclusion for contractual liability.

For automobile liability the limits shall not be less than \$1,000,000 each person, \$1,000,000 each occurrence of bodily injury liability, and \$1,000,000 each occurrence of property damage liability, policies with a single combined limit must be not less than \$2,000,000 or \$1,000,000 with an umbrella policy of \$1,000,000 per occurrence.

Professional liability insurance shall not be less than \$1,000,000 per occurrence and shall hold Gloucester County, its departments, agents, employees or assigns harmless from any

claim, including claims for attorney's fees or other legal expenses, which may arise as a result of the negligence or malpractice of an employee of the contractor in providing services.

All insurance companies must be licensed in Virginia and be acceptable to Gloucester County. Insurance Policies, EXCEPT Workers' Compensation and Professional Liability, shall be endorsed (1) to show Gloucester County as additional insured, as their interests may appear and (2) to amend cancellation notice to 30 days, pursuant to Virginia law. Certificates of insurance shall be signed by a licensed Virginia agent and be amended to show "thirty (30) days' notice of change or cancellation will be given to Gloucester County Finance Director by certified mail."

If the Licensee does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered.

Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

## 20. Standard of care, duties of contractor, unauthorized aliens; employment discrimination by contractor prohibited; drug-free workplace

- a) The Contractor shall exercise reasonable care and diligence in performing the Work in accordance with the generally accepted standards of this type of Contractor practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Contractor is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work.
- b) Contractor shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal discrimination laws, policies, rules, and regulations.
- c) Contractor does not, and shall not during the performance of the contract for goods and services, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986, as amended.
- d) Non-Discrimination: During the performance of this contract, the contractor agrees as follows:
  - (i) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- (ii) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- e) Drug-free Workplace: During the performance of the contract, the contractor agrees to:
  - (i) provide a drug-free workplace for the contractor's employees;
  - (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
  - (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.
- f) A "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 21. Hold Harmless: Open Broadband shall make no alterations to the Towers, the County Buildings, the Properties, or related facilities which will compromise or impair the integrity of the structure or the operation of other equipment located on or near the Towers or County Buildings. Open Broadband shall exercise special precaution to avoid damaging the Towers, the County Buildings, Properties, and facilities/property of the Owner and other licensees, and Open Broadband hereby assumes all responsibility for any and all loss or such damage caused by Open Broadband, its employees, or agents arising out of or in connection with Open Broadband's use or occupancy of the Towers, the County Buildings, and Properties. Any tower, County Buildings, or property damage caused by Open Broadband, its employees, or agents shall be, in the County's sole discretion, either immediately repaired by Open Broadband or by the County and billed to Open Broadband. Open Broadband agrees to make an immediate report to the Owner of any installation, repair, maintenance, removal, replacement, or modification of Open Broadband's facilities.
- 22. <u>Indemnity</u>. Licensee agrees to defend, indemnify, and hold harmless Gloucester County from any and all loss, liability, claims, demands, or expense of whatsoever kind (including reasonable attorney's fees) arising directly or indirectly from the installation, maintenance, repair, presence, use, operation, replacement, or removal of Open Broadband

facilities/Equipment, including but not limited to antennas, cable, equipment and necessary appurtenances at the Towers sites and County Buildings. The aforesaid defense, indemnification, and holding harmless includes, but is not limited to, bodily injury and death to any person or persons, property damage, taxes, special charges by others, claims and demands for damages or less for infringement of copyrights, libel, slander, and unauthorized use of frequencies.

23. Notices: All notices, demands or other communications hereunder shall be in writing, unless otherwise expressly stated in this Agreement, and shall be deemed given upon receipt if personally delivered or mailed, certified mail, return receipt requested or by overnight carrier to the following addresses (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days in advance):

If to County: County of Gloucester

Attn: Deputy County Administrator

6489 Main Street Gloucester, VA 23061

If to Licensee: Open Broadband, LLC

Attn: General Council

PO Box 723

Waxhaw, NC 28173

- 24. <u>Title and Quiet Enjoyment</u>: The Owner represents and agrees (a) that it is the owner of the Premises listed in Exhibit A and Exhibit B, (b) that it has easements to use and access the sites, (c) that it has the right to enter into this agreement, (d) that the person signing this agreement has the authority to sign, and (e) that Open Broadband is entitled to access the sites listed in this Agreement so long as Open Broadband is not in default of this agreement and subject to County's continuous, primary and overriding right to use the Premises for the purposes for which they were originally intended or may hereafter be modified.
- 25. Mortgages/Uniform Commercial Code Financing Statements: This Agreement shall be subordinate to any mortgage/Uniform Commercial Code financing statement given by the County, which currently encumbers or may encumber County-owned property including the easement areas, provided that any mortgagee or lienholder holding such a mortgage/lien shall recognize the validity of this Agreement and Licensee's rights under this Agreement in the event of foreclosure/repossession of County's interest/equipment.
- 26. <u>Assignment</u>: Licensee shall not assign all or any portion of this Agreement to any other party without the prior written consent of the County. Additionally, Licensee shall not sublet the Premises, a portion of the Premises, or any interest therein, its Equipment, facilities, or any improvements it has made to the Premises to any other party without the prior written consent of the County.

- 27. <u>Successors and Assigns</u>. This Agreement shall run with the Properties described in Exhibit A and Exhibit B and shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
- 28. Mechanic's Liens: Licensee shall not suffer or permit any mechanic's, laborers or materialman's liens to be filed against the Premises including the Towers, County Buildings, or any part thereof by reason of work, labor, services or materials requested and supplies claimed to have been requested by Licensee; and if such lien shall be at any time so filed, within thirty (30) days after notice of the filing thereof, Licensee shall cause such lien to be canceled and discharged of record.
- 29. <u>Hazardous Substance.</u> Open Broadband shall not introduce or use any such substance on the site in violation of any applicable law. Open Broadband understands that if the Owner needs to remove old paint, which contains sufficient levels of lead, that it will require special handling and containment in order for the Owner to repaint the Towers. Open Broadband agrees to cooperate fully with the Owner in whatever steps are necessary for the removal of the old paint and the repainting of the Towers. Open Broadband agrees to hold the Owner harmless of any interruption of service or possible damage of their equipment during this process.
- 30. Access to and Record Retention: Licensee agrees to maintain all records of or related to this Agreement and shall, upon the County's request, provide the County with, or access to, said records.
- 31. Force Majeure: Neither Party shall incur any liability to the other if its performance of any obligation under this Agreement is delayed or prevented by any of the following events: a change in any law, rule, regulation or ordinance; any new law, rule, regulation or ordinance; the requirements of any government or governmental entity or authority; war, riot, civil disorder or other hostilities; hurricanes, typhoons or other severe weather conditions; fire; earthquakes, floods and other natural disasters; damage to or destruction of a party's facilities.

If either party's performance under this agreement is delayed or prevented by any of the events described in the paragraph above, that party will notify the other in writing of the event, of its expected effect on that party's performance, and of when that party resumes its performance under and in accordance with the terms of this agreement. If the performance by a party of any material obligation under this agreement is delayed by any of the events described in the paragraph above, then if the total of all delays so caused exceeds a period of 10 days, the other party may terminate this agreement by giving written notice of termination to the affected party at any time prior to the affected party's notifying the other party in writing that it has resumed its performance under and in accordance with this agreement.

32. Health and Safety: The Licensee shall be responsible for initiating, maintaining

and supervision of all safety precautions and programs in connection with any work done at/on the Premises. The Licensee shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees/agents from the work and other persons who may be affected thereby.

- 33. Non-Discrimination in Employment: The Licensee shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The Licensee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the Licensee is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of Federal, State or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by the County, and the Licensee may be declared ineligible for further County Agreements.
- 34. Non-Waiver: The failure of either party to exercise, or a delay in either party's exercising of any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 35. Severability: If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- 36. <u>Parties Not Joint Venturers</u>. Nothing contained herein shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.
- 37. Enumerated Rights not Exclusive Remedies. The various rights, powers and remedies herein contained and reserved to the County shall not be considered as exclusive of any other right, power or remedy, but the same shall be construed as cumulative and shall be in addition to every other right, power or remedy now or hereafter existing at law, in equity or by statute.
- 38. <u>Product of Mutual Negotiation</u>. Both County and Licensee acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by counsel for both County and Licensee. As such, the doctrine of construction against the drafter shall have no application to this Agreement.
- 39. Governing Law: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the Commonwealth of Virginia and that any actions

relating in any way to this Agreement shall be brought solely in the Circuit Court of the Commonwealth of Virginia sitting in Gloucester County, Virginia or, where applicable, the United States District Court in Virginia.

- 40. E-Verify Compliance: If Licensee is a person, business entity, or other organization that transacts business and employs 25 or more people in Virginia, it agrees to comply with the E-Verify requirements found in Article 2 of Chapter 64 of the Virginia General Statutes. Licensee agrees that any and all its current or subsequently hired subcontractors shall comply with said E-Verify requirements if said subcontractors employ 25 or more employees in Virginia.
- 41. Iran Divestment Act Certification: Pursuant to Virginia General Statute §147-86.59, Licensee hereby certifies that, as of the date listed below, it is not identified on the Final Divestment List created by the Virginia State Treasurer pursuant to N.C.G.S. § 147-86.58 (hereinafter referred to as "List"). Additionally, Licensee hereby certifies that it shall not utilize any subcontractor in the performance of this Agreement that is identified on said List.
- 42. Entire Agreement: This agreement constitutes the entire agreement between the two (2) parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be made in writing and executed by both parties.
- 43. <u>Further Assurances</u>: Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and interest as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in any manner contemplated hereby.
- 44. <u>Federal Requirements:</u> This Agreement may be subject to federal oversight. The Contractor, as applicable, will comply with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Part 317-326 (Procurement Standards) and Section 2 CFR 200.404 (Cost Reasonableness).

#### 45. Miscellaneous:

County, upon request, shall supply Licensee with the most recent architectural and engineering plans and drawings, if available, detailing all relevant portions of the Premises. Such plans, if available, will include existing wireless communication carriers/other licensees and their frequencies where applicable, if such information is available to County.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

COL	INTV	OF	GI	OI	ICESTER

LICENSEE: OPEN BROADBAND, LLC

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Print Name: Carol 6. Steep

Its: Acting County Administrate Its: CEO

Approved as to form:

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#### Appendix A

Gloucester County Towers/County Buildings lease rates are on a graduated scale as Open Broadband adds end user customers. The monthly fee schedule per tower and for each of the County Buildings is as follows:

Customers on the Structures	Monthly Fee
0-99 customers	\$50
100-149 customers	\$150
150-199 customers	\$200
200-249 customers	\$250
250-299 customers	\$300
300-349 customers	\$350
350-399 customers	\$400
400-500 customers	\$500
501-600 customers	\$600
601-700 customers	\$700
701-800 customers	\$800
801-900 customers	\$900
901-1000 customers	\$1000
1001+ customers	\$1100

County Initial

Open Broadband Initial

 $\underline{Exhibit\ A}$ 

## Gloucester County Tower Locations

Full Address	Common Name	RPC	Tax Map No.	X Coordinate	Y Coordinate
Communication Towers					
6688 Beehive Dr	Animal Control Shelter	20425	32-190	-76.52369501	37.39173667
	Emergency Operations				
7488 Justice Dr	Center	26602	25-12	-76.52858247	37.41769921
12881 George Washington					
Memorial Hwy	Waste Management	40823	08-53E	-76.62944909	37.51438495
			17-32(in		
9546 Farys Mill Rd	Beaverdam Route 606	13597	part)	-76.56423346	37.47294871
	Abingdon Elementary				
7098 Powhatan Dr	School	20724	45-104	-76.51342485	37.29335149
Water Towers					
5630 George Washington					
Memorial Hwy	Old Page Site	29970	39-9	-76.526924	37.358143
7486 Bellehaven Dr	Gloucester Point	12937	50-250A	-76.499854	37.259387
			32A2(1)8K		
7302 Botetourt Avenue	Main Street	35056	M-2A	-76.526724	37.413286

Exhibit B

#### List of Gloucester County Owned Buildings

Address	Common Name	RPC	Tax Map No.
1255 Greate Rd	Beach House	21510	55-2
1255 Greate Rd	Picnic Shelter	21510	55-2
1376 Vernon St	Tyndall's Point - Rowe Building	19447	51A91)-28
8687 Roaring Springs Rd	Beaverdam Park Restrooms 616	13597	17-32 (in part)
9537 Farys Mill Rd	Beaverdam Park Restrooms 606	13597	17-32 (in part)
7098 Powhatan Dr	Abingdon Park Shed	20724	45-104
7055 Powhatan Dr	Abingdon Park Restrooms	34009	45-105
7055 Powhatan Dr	Abingdon Park Picnic Shelter	34009	45-105
4007 Woodville Park Rd	Woodville Park Garden Shed	40550	45-515
3904 Woodville Park Rd	Woodville Park Storage Shed	40550	45-515
7963 Number Nine Rd	Ark Park Shed	43279	24-87
7963 Number Nine Rd	Ark Park Restrooms	43279	24-87
8687 Roaring Springs Rd	Beaverdam Park Whitcomb Lodge	13597	17-32 (in part)
8687 Roaring Springs Rd	Beaverdam Park Ranger Station	13597	17-32 (in part)
8687 Roaring Springs Rd	Beaverdam Park Storage Unit	13597	17-32 (in part)
6467 Main St	Building One	18337	32-1B
6489 Main St	Building Two	26602	25-12
7384 Carriage Ct	Building Three	19261	32A2(1)BK P-13
7400 Justice Dr	Gloucester Courthouse	18368	32-1E
6650 Main Street	Senior Center	26719	32A2(2)BK K-15
3799 George Washington Mem			
Hwy	County Garage	19689	45-526
3823 George Washington Mem			
Hwy	Utilities Building next to Garage	12425	45-523A
6584 Beehive Dr	Animal Control Office	33744	32-189
6584 Beehive Dr	Animal Control Shelter	33744	32-189
Clifford Point Ln	Utilities Yard Storage Building	33813	32A2(1)BK A-3F
6936 Main St	Utilities Yard Storage Building	17075	32A2(1)BK A-3D
7502 Justice Dr	County Jail	26602	25-12
7478 Justice Dr	County EOC/Dispatch	26602	25-12
8214 Farys Mill Rd	Water Treatment Plant	13597	17-32 (in part)
6641 Short Ln	Social Services Building	33488	32-165A
6382 Main Street	Stewart Building	22415	32(A)1-19

County building locations to be determined based on the need of the network design and will be approved by the Engineering Department.

#### Exhibit C

### Open Broadband Materials List Specific equipment from this list will be determined on a site-by-site basis

Category	Manufacturer	Equipment w/Link Imbedded	Model #
Tower		Tower	
		Airspan 4200 Setup LTE CBRS	
Tower	Airspan	AirHarmony 4200 3550 - 3700 MHz (B48), Connectorized 2x Fiber + 2x Copper, PoE, DC	HAR42-CN-U48- B06DP
Tower	Eupen	Eupen Low PIM Jumper, Premium, EC4-50, 4', with DM to NM connectors	E4S0122DMNM41M
Tower	Airspan	AirHarmony 4000 universal wall & pole mounting kit (including 4 mounting bands)	HAR40-U-PMK-2
Tower	Airspan	GPS Antenna for direct mounting and short cables	GPS-ANT-3
Tower	Airspan	Type-IC DC Power Cable - 30m	PWR-30-INST-2
Tower		Antenna Options	
Tower	Alpha Wireless	Alpha Wireless 3.3 - 3.8GHz 18dBi Quad Port N- Female 65deg Beamwidth +/- 45deg	AW3023-T4
Tower	Alpha Wireless	Alpha Wireless 3.3 - 3.8GHz 17dBi Quad Port N- Type Female 90deg Beamwidth +/- 45deg Pol	AW3035-T0
Tower	Alpha Wireless	Alpha Wireless 4X4 Mimo Small Cell Omni With Met	AW3672-M-N-G
Tower		Licensing	
Tower	Licensing	LTE SW RTU License (per node, for a single sector) for Air4G, AirHarmony 2000/4000	Air4G-SW-LTE-RTU
Tower	Licensing	LTE SW RTU License (per node, for a single sector) AirHarmony	BS-LIC-KEY- ENCRYP
Tower	Licensing	Netspan Air Interface License: 0-299	NS-AIL-0-299-1
Tower	Licensing	AirSON Commissioning Package SW License (per node) for Air4G, AirHarmony 2000/4000	Air4G-SW-ASON-2
Tower	Licensing	AirSON Optimization Package SW License (per node) for Air4G, AirHarmony 2000/4000	Air4G-SW-ASON-3
Tower	Licensing	Dual-Carrier/Sector license for relevant Air4G, AirHarmony 2000/4000 eNodeBs	Air4G-SW-DUALC
Tower	Licensing	Netspan CBRS Access Licence <51	NS-CBSD-0-50-1
,		Airspan 1030 Setup LTE CBRS (Antenna/Radio)	
Tower	Airspan	AirSpeed 1030, 3550 - 3700 MHz (B48, B42H, B43L), Dual Sector - 2W per port	AS103-U48-B03DF
Tower	Airspan	AirSpeed 1030/1035 universal pole and wall Mounting KIT	AS103-U-PMK-1

Tower	Airspan	GPS Antenna for direct mounting and short cables	GPS-ANT-3
Tower	Airspan	Connector Adapter RJ45 (AirSpeed 1030)	CON-ADP-OCT- RJ45-1R
Tower	Airspan	Connector Adapter SFP (AirSpeed 1030)	CON-ADP-OCT- SFP-1R
Tower		Licensing	
Tower	Licensing	LTE SW RTU License (per node, for a single sector) for AirSpeed	SYN-SW-LTE-RTU
Tower	Licensing	AES/SNOW3G Encryption SW License (per node - subject to export control)	BS-LIC-KEY- ENCRYP
Tower	Licensing	Netspan Small Cell Air Interface License (per node)	NS-AIL-SYN-ALL
Tower	Licensing	AirSON Commissioning Package SW License (per node) for for AirSpeed	VEL-SW-ASON-2
Tower	Licensing	AirSON Optimization Package SW License (per node) for AirSpeed	SYN-SW-ASON-3
Tower	Licensing	Dual-Carrier/Sector license for relevant AirSpeed	SYN-SW-DUALC
Tower	Licensing	Netspan CBRS Access Licence <51 (per node)	NS-CBSD-0-50-1
		5GHz (LOS)	
Tower	Ubiquiti	Ubiquiti LTU Rocket 5GHz PtMP BaseStation Radio US	LTU-ROCKET-US
Tower	RF Elements	RF Elements 30° Symmetrical Horn TP Antenna Gen2	HG3-TP-S30
Tower	RF Elements	RF Elements 40° Symmetrical Horn TP Antenna Gen2	HG3-TP-S40
Tower	RF Elements	RF Elements 50° Symmetrical Horn TP Antenna Gen2	HG3-TP-S50
Tower	RF Elements	RF Elements 60° Symmetrical Horn TP Antenna Gen2	HG3-TP-S60
Tower	RF Elements	RF Elements 70° Symmetrical Horn TP Antenna Gen2	HG3-TP-S70
Tower	RF Elements	RF Elements 80" Symmetrical Horn TP Antenna Gen2	HG3-TP-S80
Tower	RF Elements	RF Elements 90° Symmetrical Horn TP Antenna Gen2	HG3-TP-S90
Tower	RF Elements	RF Elements 90" Asymmetrical Horn TP Antenna Gen2	HG3-TP-A90
Tower	RF Elements	RF Elements TwistPort™ Adaptor for Rocket 5ac Prism and AirFiber 5X-HD	TPA-PAF
		5GHz (Backhaul)	
Tower	Ubiquiti	Ubiquiti airFiber 5GHz 30dBi 45° Slant Parabolic Dish Antenna (2 Pack)	AF-5G30-S45- 2PACK
Tower	Ubiquiti	Ubiquiti Networks 5GHz PowerBeam ac Bridge Gen2 25dbi	PBE-5AC-GEN2-US

Tower	Ubiquiti	Ubiquiti Airfiber 5XHD PTP 5 GHz Carrier Radio with LTU Technology	AF-5XHD-US
		11GHz (Backhaul)	
Tower	Ubiquiti	Ubiquiti airFiberX 11GHz AF-11FX antenna 35dBi	AF-11G35
Tower	Ubiquiti	60G Precision Alignment Mount	60G-PM
Tower	Jirous	Jirous JRMC-680 10-11GHz 36 dBi Parabolic Dish Antenna	JRMC-680-10/1 NG
Tower	Ubiquiti	Ubiquiti airFiberX 11GHz Full-Duplex No Duplexor	AF-11
Tower	Ubiquiti	Ubiquiti airFiber 11 High Band Duplexer Accessory	AF-11-DUP-H
Tower	Ubiquiti	Ubiquiti airFiber 11 Low Band Duplexer Accessory	AF-11-DUP-L
Tower	Ubiquiti	Low Band KIT	AF11-Complete-L
Tower	Ubiquiti	High Band KIT	AF11-Complete-I
Tower	Licensing	FCC licensing and Frequency Search	
		Tower Mounts	
Tower	Site Pro 1	Universal Side-Arm Mounts (3' Side-Arm Mount)	USA3
Tower	Site Pro 1	Taper Adjustable Chain Mounts (Triple Sector 2' SO) (Monopole)	TCHM3-L
		Cabling	
Tower		Cold shrink for N Type connectors down to LMR- 400 size coax	COLDSHRINK- 12MDN
Tower		Cable - Low PIM 4' each	
Tower		Cable - Low PIM 6' each	
Wifi		Wifi	
		APs	
Wifi	Ubiquiti	UniFi® AP HD	UAP-AC-HD
Wifi	Ubiquiti	UniFi® AP AC PRO	UAP-AC-PRO
Wifi	Ubiquiti	UniFi® AP AC LR	UAP-AC-LR
Wifi	Ubiquiti	UniFi® 6 LR AP	U6-LR
Wifi	Ubiquiti	UniFi® Mesh (Bunny Ears)	UAP-AC-M
Wifi	Ubiquiti	UniFi® Mesh (Panel)	UAP-AC-M-PRO
Wifi	Ubiquiti	UniFi® Mesh Antenna	UMA-D
Wifi	Ubiquiti	UniFi® AC In-Wall	UAP-AC-IW
Wifi	Ubiquiti	UniFi® AC In-Wall	UAP-AC-IW-PRO
Wifi	Ubiquiti	UniFi® HD In-Wall	

Wifi	Ubiquiti	UniFi FlexHD Access Point	UAP-FlexHD-US
Wifi	Ubiquiti	UniFi® WiFi BaseStation XG	UWB-XG, UWG-XG- BK
		Radios/Backhaul	
		airFiber Dish	
Wifi	Ubiquiti	airFiber® 60	AF60-US
Wifi	Ubiquiti	airFiber® 60 LR	AF60-LR-US
Wifi	Ubiquiti	airFiber®24	AF24
Wifi	Ubiquiti	airFiber®24 HD	AF24HD
Wifi	Ubiquiti	airFiber®5	AF5
Wifi	Ubiquiti	airFiber®5	AF5U
		airFiber Antennas	
Wifi	Ubiquiti	airFiber® X Antenna	AF-11G35
Wifi	Ubiquiti	airFiber® X Antenna	AF-2G24-S45
Wifi	Ubiquiti	airFiber® X Antenna	AF-3G26-S45
Wifi	Ubiquiti	airFiber® X Antenna	AF-5G23-S45
Wifi	Ubiquiti	airFiber® X Antenna	AF-5G30-S45
Wifi	Ubiquiti	airFiber® X Antenna	AF-5G34-S45
Wifi	Ubiquiti	airFiber NxN	AF-MPx4
Wifi	Ubiquiti	airFiber NxN	AF-MPx8
Wifi	Ubiquiti	IsoBeam	ISO-BEAM-620
		airFiber Radios	
Wifi	Ubiquiti	airFiber®X	AF-2X
Wifi	Ubiquiti	airFiber®X	AF-4X
Wifi	Ubiquiti	airFiber® 11	AF-11
Wifi	Ubiquiti	airFiber®5XHD	AF-5XHD
		LTU	
Wifi	Ubiquiti	LTU™ Rocket	LTU-Rocket-US
Wifi	Ubiquiti	LTU™ Lite	LTU-Lite-US
Wifi	Ubiquiti	LTU™ Pro	LTU-PRO-US
Wifi	Ubiquiti	LTU™ LR	LTU-LR-US
<del></del>		Antennas	

Wifi	Ubiquiti	airPrism® Sector Antenna	AP-5AC-90-HD
Wifi	Ubiquiti	airMAX® AC Sector Antenna	AM-5AC21-60
Wifi	Ubiquiti	airMAX® AC Sector Antenna	AM-5AC22-45
Wifi	Ubiquiti	airMAX® Sector Antenna	AM-2G15-120
Wifi	Ubiquiti	airMAX® Sector Antenna	AM-2G16-90
Wifi	Ubiquiti	airMAX® Sector Antenna	AM-3G18-120
Wifi	Ubiquiti	airMAX® Sector Antenna	AM-5G16-120
Wifi	Ubiquiti	airMAX® Sector Antenna	AM-5G17-90
Wifi	Ubiquiti	airMAX® Sector Antenna	AM-5G19-120
Wifi	Ubiquiti	airMAX® Sector Antenna	AM-5G20-90
Wifi	Ubiquiti	airMAX® Sector Antenna	AM-9M13
Wifi	Ubiquiti	airMAX® Sector Antenna	AM-M-V5G-Ti
Wifi	Ubiquiti	airMAX® Sector Antenna	AM-V2G-Ti
Wifi	Ubiquiti	airMAX® Sector Antenna	AM-V5G-Ti
Wifi	Ubiquiti	airMAX® Omni Antenna	AMO-2G10
Wifi	Ubiquiti	airMAX® Omni Antenna	AMO-2G13
Wifi	Ubiquiti	airMAX® Omni Antenna	AMO-3G12
Wifi	Ubiquiti	airMAX® Omni Antenna	AMO-5G10
Wifi	Ubiquiti	airMAX® Omni Antenna	AMO-5G13
Wifi	Ubiquiti	MonsterDish™ Antenna	MD-5G37
Wifi	Ubiquiti	GigaBeam	GBE-US
Wifi	Ubiquiti	PrismStation™ AC	PS-5AC
Wifi	Ubiquiti	Rocket® Prism AC	R2AC-PRISM
Wifi	Ubiquiti	Rocket® Prism AC	RP-5AC-Gen2
Wifi	Ubiquiti	LiteAP™ AC	LAP-120
Wifi	Ubiquiti	LiteAP™ AC	LAP-GPS
Wifi	Ubiquiti	Rocket® AC	R5AC-Lite
		CPE	
Wifi	Ubiquiti	IsoStation™ AC	IS-5AC
Wifi	Ubiquiti	LiteBeam® AC	LBE-5AC-Gen2
Wifi	Ubiquiti	LiteBeam® AC	LBE-5AC-LR
Wifi	Ubiquiti	NапоВеат® AC	NBE-2AC-13

Wifi	Ubiquiti	NanoBeam® AC	NBE-5AC-Gen2
Wifi	Ubiquiti	NanoStation® AC	Loco5AC
Wifi	Ubiquiti	NanoStation® AC	NS-5AC
Wifi	Ubiquiti	PowerBeam® AC	PBE-2AC-400
Wifi	Ubiquiti	PowerBeam® AC	PBE-5AC-Gen2
Wifi	Ubiquiti	PowerBeam® AC ISO	PBE-5AC-400-ISO
Wifi	Ubiquiti	PowerBeam® AC ISO	PBE-5AC-500-ISO
Wifi	Ubiquiti	PowerBeam® AC ISO	PBE-5AC-ISO-Gen
Wifi	Ubiquiti	Bullet™ AC	B-DB-AC
Wifi	Ubiquiti	Bullet™ AC	BulletAC-IP67
Networking	and the same recommended	Networking	
		Switches	
Networking	Ubiquiti	UniFi® Switch Flex	USW-Flex
Networking	Ubiquiti	UniFi® Switch Flex Mini	USW-Flex-Mini
Networking	Ubiquiti	NanoSwitch™	N-SW
Networking	Ubiquiti	UniFi® Switch Lite 8 PoE	USW-Lite-8-PoE
Networking	Ubiquiti	UniFi® Switch Lite 16 PoE	USW-Lite-16-POE
Networking	Ubiquiti	UniFi® Switch 8	US-8
Networking	Ubiquiti	UniFi® Switch 8-60W	US-8-60W
Networking	Ubiquiti	UniFi® Switch 8-150W	US-8-150W
Networking	Ubiquiti	UniFi® Switch 16-150W	US-16-150W
Networking	Ubiquiti	EdgeSwitch® XP	ES-5XP
Networking	Ubiquiti	EdgeSwitch® XP	ES-8XP
Networking	Ubiquiti	EdgeSwitch® XP	ES-16XP
Networking	Ubiquiti	EdgeSwitch® 10X	ES-10X
Networking	Ubiquiti	EdgeSwitch® 10XP	ES-10XP
Networking	Netonix	WS-6-MINI	WS-6-MINI
Networking	Netonix	WS-8-150-AC	WS-8-150-AC
Networking	Netonix	WS-8-150-DC	WS-8-150-DC
Networking	Netonix	WS-12-DC	WS-12-DC
Networking	Netonix	WS-12-250-AC	WS-12-250-AC
Networking	Netonix	WS-12-400-AC	WS-12-400-AC

Networking	Netonix	WS-26-DC	WS-26-DC
Networking	Netonix	WS-26-400-AC	WS-26-400-AC
Networking	Netonix	WS-26-400-IDC	WS-26-400-IDC
Networking	Netonix	WS-26-500-DC	WS-26-500-DC
		Routers	
Networking	Netgate w/PFSense	SG-1100	SG-1100
Networking	Netgate w/PFSense	SG-2100	SG-2100
Networking	Netgate w/PFSense	SG-3100	SG-3100
Networking	Netgate w/PFSense	SG-5100	SG-5100
Networking	Netgate w/PFSense	XG-7100	XG-7100
Networking	Netgate w/PFSense	XG-7100 1U	XG-7100 1U
Networking	Netgate w/PFSense	XG-1537 1U	XG-1537 1U
Networking	Netgate w/PFSense	XG-1541 1U	XG-1541 1U
Networking	MikroTik	PowerBox	PowerBox
Networking	MikroTik	PowerBox Pro	PowerBox Pro
Networking	MikroTik	hEX S	hEX S
Networking	MikroTik	hEX PoE	hEX PoE
Networking	MikroTik	RB2011iL-IN	RB2011iL-IN
Networking	MikroTik	RB2011iL-RM	RB2011iL-RM
Networking	MikroTik	RB2011iLS-IN	RB2011iLS-IN
Networking	MikroTik	RB2011UiAS-IN	RB2011UiAS-IN
Networking	MikroTik	RB2011UiAS-RM	RB2011UiAS-RM
Networking	MikroTik	RB3011UIAS-RM	RB3011UiAS-RM
Networking	MikroTik	RB4011iGS+RM	RB4011iGS+RM
Networking	MikroTik	RB1100AHx4	RB1100AHx4
Networking	MikroTik	RB1100AHx4 Dude Edition	RB1100AHx4 Dude Edition
Networking	MikroTik	CCR1009-7G-1C-PC	CCR1009-7G-1C- PC

Networking	MikroTık	CCR1009-7G-1C-1S+PC	CCR1009-7G-1C- 1S+PC
Networking	MikroTik	CCR1009-7G-1C-1S+	CCR1009-7G-1C- 1S+
Networking	MikroTik	CCR2004-1G-12S+2XS	CCR2004-1G- 12S+2XS
Networking	MikroTik	CCR1016-12G	CCR1016-12G
Networking	MikroTik	CCR1016-12S-1S+	CCR1016-12S-1S+
Networking	MikroTik	CCR1036-12G-4S	CCR1036-12G-4S
Networking	MikroTik	CCR1036-8G-2S+	CCR1036-8G-2S+
Networking	MikroTik	CCR1036-12G-4S-EM	CCR1036-12G-4S- EM
Networking	MikroTik	CCR1036-8G-2S+EM	CCR1036-8G- 2S+EM
Networking	MikroTik	CCR1072-1G-8S+	CCR1072-1G-8S+
		Miscellaneous	
		Cabling	
Cabling	Shireen	DC-2021 - Outdoor CAT6 Shielded - 1000ft Spool	DC-2021
Cabling	Shireen	DC-2042- Outdoor CAT6 Shielded With Gel Tape - 1000ft Spool	DC-2042
Cabling		1' CAT 6 Jumpers 100 Pack	
Cabling		3' CAT 6 Jumpers 100 pack	
Cabling		6' CAT 6 Jumpers 24 pack	
Cabling		10' CAT 6 Jumpers 20 pack	
Cabling	ShowMeCables	RJ45 Cat 6 Boots priced /ea at min 100 ct	SKU: 1433
Cabling	FiberFields	RJ45 CAT6a/7Pass Through Connector for 24- 23AWG Shielded Cables 50pc	
Cabling	CableMatters	Rackmount or Wallmount 12-Port Cat6 RJ45 Patch Panel	180010-CAT6
Cabling	CableMatters	Rackmount or Wallmount 24-Port Cat6 RJ45 Patch Panel	180011-Cat6
Cabling	CableMatters	Rackmount or Wall Mount 48 Port Cat6 Patch Panel	180012-Cat6
		Small Parts	
Small Parts		Single Flex Cable Clip Black - Qty 100	SKY32265SB
Small Parts	HellermanTyton	HellermannTyton 50lb 8in Black Cable Tie - 100pk	T50R0C2
Small Parts	HellermanTyton	HellermannTyton 50lb 11.75in Black Cable Tie - 100pk	T50l0C2

Small Parts	HellermanTyton	HellermannTyton 50lb 15in Black Cable Tie - 100pk	T50L0C2
Small Parts	3M	20pc 3M Electrical Tape Temflex 60ft Rolls   20- Pack Professional Vinyl Tape	ME-0000-0030-2
Small Parts	Таріх	Premium Quality Electrical Tape 2"wide 66'long Vinyl 7 mil Thick Black	795971590062
Small Parts	Cordinate	Cordinate 10ft. 3-Outlet Extension Cord, White/Gray ~ 39624	# 576144870
Small Parts	Hyper Tough	Hyper Tough 3-Piece Power Strip Set 4-Outlet Strip w/ 6 & 3 Wall Block, White	# 569996502
Small Parts	Hyper Tough	Hyper Tough 2 Pack 6-Outlet Surge Protector with 2.5 ft Cords , White	# 564052686
Small Parts	GE	Product TitleGE 6 Outlet Surge Protector, 10 ft Extension Cord, White - 14092	# 551677783
Small Parts	GE	White, 1 Ft Power Strip 10 Pack with 6" Cord, 3 Grounded Outlets, Flat Plug	53239
Small Parts	Ubiquiti	Ubiquiti FiberPoE Gen2 Optical Data Transport Outdoor PoE Media Converter	F-POE-G2
Small Parts	Ubiquiti	Ubiquiti Dish Conversion Kit AF-5G-OMT-S45	AF-5G-OMT-S45
Small Parts	Ubiquiti	Ethernet Surge Protector	ETH-SP
Small Parts	Ubiquiti	Ethernet Surge Protector	ETH-SP-G2
		Enclosures	
Enclosures	Tycon	Tycon Power Weatherproof Steel Outdoor Enclosure, 24x24x16"	ENC-STL-24x24x16
Enclosures	Tycon	Tycon Solar 14 x 10 x 5" Polycarbonate Outdoor Enclosure (pole/wall)	
Enclosures	L-com	L Com 14x12x7 Ventilated Enclosure NB141207- 10FSD	
Enclosures	BUD Industries	Plastic ABS NEMA Enclosure Box (12x8x6)	NBF-32016
Enclosures	Ogmar	Plastic Dustproof Waterproof IP65 Enclosure W/ Lock (8.6"x6.7"x4.3")	
Enclosures	QILIPSU	Hinged Stainless Latch w/ Mounting Plate IP67 Enclosure (8.6"x6.7"x4.3")	
		Power	
Power	ShowMeCables	14 AWG 3 Conductor 600V Stranded Conductor Shielded Per Foot	
Power	Southwire	Seopreпе 14-3 Black Sjoow Power Cord (By-the- Foot)	
Power	5GStore	Remote Power Switch - 2 Outlets - Remote Automation and Remote Rebooting	
Power	Inventronics	EUV-200S048ST Inventronics Constant Voltage LED Driver - 200W 48V	
Power	Newmar	48VDC 10A DIN Power System	

Power		Din rail 48v 400 Watt UPS/Power Supply	
Power		Power Supply - Tycon 600 Watts	
Power		Tycon Power TPDIN PowerSens Remote Monitor and Control Unit, TPDIN2	
Power		Back up batteries 4 @ \$60 = \$240	
Power		Tycan PowerVent System for RPST enclosure, 12VDC/24VDC, 50C Therm	
Power		250-ft 12/2 Landscape Lighting Cable	
		Mounts	
Mounts	Ubiquiti	J Arms Ubiquiti UB-AM	UB-AM
Mounts	Ubiquiti	Quick-Mount	Quick-Mount
Mounts	Ubiquiti	The Precision Alignment Kit accurate aiming of airFiber® and airMAX	PAK-620
Mounts	Ubiquiti	Ceiling Mount for UniFi FlexHD 3 Pack	FlexHD-CM-3
Mounts	Ubiquiti	60G Precision Alignment Mount	60G-PM
Mounts	Rohn	Rohn Non-Penetrating Peak Roof Mount and mat and cinder blocks	
Mounts	Skywalker	Solid Signal SKY32816 Non-penetrating Roof Mount Base	SKY32816
Mounts	Winegard	Winegard 37-in Mast Antenna Mount	SW-0012
Mounts	Rohn	ROHN Roof Mat - 1/8" Thick - Use with Non- Penetrating Roof Mounts	FRMMAT