

AMENDMENT NO. 1 TO  
STRATEGIC JOINT DEVELOPMENT AGREEMENT

**35310**

Amendment No. 1 to Strategic Joint Development Agreement, dated as of the final execution below (the “**Amendment**”), between the City of Long Beach, a municipal corporation (“**City**”); and Los Angeles SMSA Limited Partnership, a California limited liability company d/b/a Verizon Wireless (“**Verizon**,” and together with the City, the “**Parties**,” and each, a “**Party**”).

WHEREAS, the Parties have entered into a Strategic Joint Development Agreement, dated as of August 14, 2019 (the “**Existing Agreement**”); and

WHEREAS, the Parties generally desire to advance the network for the benefit of the residents and business in the City, including the DAS (defined below) and smart city initiatives; and

WHEREAS, pursuant to Section 3.2(d) of the Existing Agreement, the Parties desire to amend the Existing Agreement to set forth mutually agreeable terms for the purpose of installing a neutral host distributed antenna or similar telecommunications system (“**DAS**”) at the Long Beach Convention & Entertainment Center on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement.

(a) Section 3.2(d) of the Existing Agreement is hereby amended by deleting the words “which will be negotiated to completion between the Parties in good faith within ninety (90) days after the Effective Date” from such Section and substituting in lieu thereof the words “which terms concerning the Long Beach Convention & Entertainment Center are provided in Exhibit E-1 attached hereto and which terms concerning the Long Beach Airport shall be negotiated to completion between the Parties in good faith within ninety (90) days after the agreement on the terms concerning the Long Beach Convention & Entertainment Center are fully executed.”

(b) The Exhibits of the Existing Agreement are hereby amended by inserting Exhibit E-1 attached to this Amendment immediately following Exhibit D-4 of the Existing Agreement.

3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of August \_\_, 2020 (the “**Effective Date of Exhibit E-1**”). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full

force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date of Exhibit E-1, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

4. Counterparts. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates written below.

LOS ANGELES SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS  
BY ITS GENERAL PARTNER: AIRTOUCH CELLULAR, INC.

By [Signature]  
Name: Bill Flynn  
Title: Sr Manager Real Estate

Date: 10/20/2020

THE CITY OF LONG BEACH

By [Signature]  
Name: LINDA F. TATUM  
Title: ASST. CITY MANAGER

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

Date: 11/11/2020

APPROVED AS TO FORM

By \_\_\_\_\_  
Name:  
Title:

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

APPROVED AS TO FORM

October 22, 2020  
CHARLES PARKIN, City Attorney

By [Signature]  
ERIN WEESNER-MCKINLEY  
DEPUTY CITY ATTORNEY

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange )

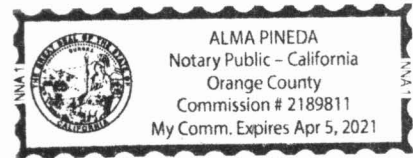
On October 20, 2020 before me, Alma Pineda-Notary Public  
(insert name and title of the officer)

personally appeared Jill Flynn,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alma Pineda (Seal)



## EXHIBIT E-1

### Long Beach Convention & Entertainment Center DAS

This Exhibit E-1 sets forth the mutually agreeable terms pursuant to which the Parties hereby enter into a lease agreement (“**Venue Lease**”) for Verizon to install, own and operate a neutral host DAS or other telecommunications system as further described herein (“**DAS**” or “**Lessee Equipment**”) at the Long Beach Convention & Entertainment Center located at 300 E Ocean Blvd, Long Beach, CA 90802 (“**the Property**”). The City of Long Beach is referred to herein as “**Lessor**” and Los Angeles SMSA Limited Partnership, a California limited liability company d/b/a Verizon Wireless and Affiliates is referred to herein as “**Lessee.**”

1. Lease. Lessor hereby leases to Lessee the Premises (as defined below) to place and use Lessee Equipment. The Lessee Equipment shall be for the exclusive use of Lessee and other CMRS Providers (as defined below). Subject to the terms and conditions of this Venue Lease, Lessee shall promptly install and continuously operate the Lessee Equipment on the Premises, and from time to time may replace, modify, augment, increase, and expand Lessee Equipment and the Premises for the purpose of providing or enhancing “commercial mobile radio service” as such term is defined under federal law at 47 C.F.R. §203.3 (“**CMRS**”), including, without limitation, the amount and locations of antennas, cabling or equipment, communication lines between the Property’s main point of service entry and hub locations and equipment rooms, and electrical lines from the main feed, provided that any new locations shall be subject to Lessor’s approval, which approval shall not be unreasonably withheld. Lessee shall be excused from its obligations to promptly install and continuously operate the Lessee Equipment (as provided in the immediately preceding sentence) during such reasonable time periods when the Lessee Equipment is not installed or operational, as the case may be, due to: maintenance, repair, testing, or upgrade activities, actions of Lessor, its contractors or agents, strikes, lockouts, labor disputes, acts of God, inability to obtain labor, materials or reasonable substitutes therefor, failure of power, water, fuel, electricity or other utilities, governmental restrictions, regulations or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Lessee. The term “**Premises**” means the physical space occupied by the facilities generally described on Appendix A, which may be amended from time to time in writing by duly authorized representatives of the Lessor and the Lessee, which amendments may be approved or denied in the reasonable discretion of the Lessor. Lessor and Lessee shall collaborate with one-another, each in good faith, to identify additional space if needed for the purposes contemplated in this Venue Lease; to wit, the provision of telecommunications services to the Property through the Lessee Equipment to be installed on the Premises. The Premises shall be used by Lessee solely for the installation and operation of the Lessee Equipment, which shall consist of microcell(s), rerad(s) or other similar or comparable in-building radio-distribution devices, together with cables, fibers or the equivalent connecting such equipment, including conduit. Under no circumstances shall Lessee’s use of the Premises and Lessee Equipment impair or impede the reasonable and customary use of the Property by Lessor or its invitees, tenants, or members of the public. Subject to Lessor’s prior written approval, which may be conditioned on the pass-through of rent to be paid by the CMRS Provider(s) less any amount(s) that compensate Lessee for costs or expenses associated with the DAS, Lessee may sublease or license the Premises or portions thereof, or the Lessee Equipment or portions thereof,

to other Federal Communications Commission (“FCC”)-authorized providers of CMRS (each, a “**CMRS Provider**”) for the sole and limited purpose of accessing and using portions of the Lessee Equipment and to provide wireless communications using frequencies licensed from the FCC to CMRS Providers.

A. Exclusivity. Except as provided in the immediately preceding sentence, Lessor will not, for the initial twenty (20) years of the Term, directly or indirectly grant to any third party the right to use of any portion of the Property for any reason to provide wireless communications using frequencies licensed from the FCC to CMRS Providers, provided that: (i) the Neutral Elements of the DAS do not become obsolete during the Term; and (ii) Lessee fails to replace and upgrade the obsolete equipment within ninety (90) days after notice thereof from Lessor to Lessee. The “**Neutral Elements**” of the DAS means the radio communications cabinets, power supplies, antennas, radio interface units, signal conditioners, including DAS interface trays with test ports and variable hard forward and reverse link attenuation, remote hub amplifier cards and other related equipment, together with any other items commonly used to create a “neutral host” system and are used by the other CMRS Providers.

B. Right of First Refusal. Subject to Section 1(A) above, if Lessor decides to grant to any third party the right to use of any portion of the Property for any reason to provide wireless communications using frequencies licensed from the FCC to CMRS Providers (a “**Proposed Third Party Lease**”), Lessee shall have a right of first refusal to lease the Property in accordance with this Section 1(B), and Lessor shall not consummate the transaction unless Lessor shall first deliver to Lessee a notice (the “**First Refusal Notice**”) setting forth: (a) the identity of the proposed lessee (the “**Proposed Lessee**”); (b) each of the material financial terms of the proposed transaction (the “**Proposed Terms**”); and (c) the proposed effective date of the Proposed Third Party Lease (the “**Transaction Date**”). Lessee shall, for the ninety (90) day period commencing upon receipt of such First Refusal Notice (the “**ROFR Response Period**”), have the exclusive right to lease the Property on the terms set forth in such First Refusal Notice, by so notifying Lessor before 11:59 p.m. on the last day of the ROFR Response Period, whereupon Lessee shall be bound to lease from Lessor, and Lessor shall be bound to lease to Lessee, the Property on the Potential Terms. Lessor and Lessee shall promptly execute a lease agreement to lease the Property to Lessee on the Proposed Terms and upon other terms typical to telecommunications lease transactions in Los Angeles County, State of California.

2. Construction, Installation, Maintenance and Interference. All construction, installation and maintenance of the Lessee Equipment on the Premises shall be performed by Lessee or its contractors in a safe manner consistent with current industry engineering and construction standards and practices, lien-free. Lessee, with Lessor’s reasonable cooperation as or if needed, shall obtain any required governmental and quasi-governmental permits, licenses, approvals, and authorizations for the Lessee Equipment at the Premises. Lessee agrees to only install radio equipment of the type and frequency that will not cause measurable interference to the lawfully operating equipment of Lessor or other tenants of the Property existing as of the date of this Venue Lease. Should the Lessee Equipment cause measurable interference with other lawfully operating equipment, and provided Lessor gives written notice, Lessee will promptly take all steps necessary to correct and eliminate the interference. Interference will be “promptly” addressed if it is remedied within five business days if not related to emergency services or essential governmental

communications. Interference relating to emergency services or essential governmental communications must be immediately addressed to the satisfaction of Lessor, and if it is not then the DAS service must be discontinued until the interference is remedied. Lessor agrees that it and/or any other tenant of the Property (current or future) will install only such radio equipment that is of the type and frequency that will not unlawfully interfere with the existing equipment of Lessee or other CMRS Provider. Should Lessor's or another tenant's equipment (installed after the Effective Date or unlawfully operating) cause measurable interference with the Lessee Equipment, and provided Lessee gives written notice to Lessor of it, Lessor will take all lawful steps reasonably necessary to correct and eliminate the interference, including causing other tenants of the Property causing such interference to correct and eliminate the interference, provided that such steps taken to eliminate interference caused by other tenants shall be at Lessee's cost. 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. Lessor will supply electrical power in quality, quantity, and levels currently available at the Property, and customary for the operation of the Lessee Equipment, at Lessee's cost for the power consumed by Lessee Equipment. Notwithstanding the foregoing, no interruption or discontinuance of such electrical power to the Property will render Lessor liable to Lessee for damages or relieve Lessee of any of its obligations hereunder.

4. Ownership and Control. Lessor and Lessee agree that the Lessee Equipment shall be and remain the property of Lessee under all circumstances, under Lessee's exclusive control, free and clear of any liens or encumbrances, and shall be deemed to be and remain personal property and not part of the real estate on which the same are located. Lessor shall have no obligation with respect to the maintenance, repair or replacement of the Lessee Equipment, which shall be done solely by or on behalf of Lessee and/or other CMRS Providers. Lessee shall have the right to make any required connections and/or attachments to the DAS in order to allow Lessee to monitor the DAS, including summary alarm notification in the event of a DAS failure, from outside of the Premises via Lessee's infrastructure ("**Monitoring Equipment**"); provided, however, that Lessee's Monitoring Equipment shall not impair or impede security or communications systems of Lessor.

5. Coverage Area. The DAS shall provide coverage in the area shown on Appendix B in accordance with commercially reasonable industry standards for coverage provided by similar DAS projects. The design, construction, equipment, installation, maintenance, repair and upgrade of the DAS shall be Lessee's sole cost. Lessee shall not be charged rent in connection with this Venue Lease..

6. Access. Lessor agrees to provide Lessee, its employees, contractors and agents access to the Premises twenty-four (24) hours a day, seven (7) days a week for the purpose of design, construction, installation, upgrading, maintenance and repair of the Lessee Equipment. Notwithstanding the foregoing, (i) other than the areas described as the "C-RAN LEASE AREA" and the "EQUIPMENT LEASE AREA" on Appendix A, Lessee may only access the Premises at times when no municipal, commercial or political events are occurring at the Properties, unless otherwise agreed to by Lessor or emergency circumstances require access outside of normal



business hours, and (ii) Lessor may restrict access to all or any portion of the Property or the Premises for a period not to exceed two weeks, if and as necessary to meet the security or other needs of a Convention Center use or user, provided that Lessor shall make good faith efforts to provide access during such period in the event of an emergency. Lessor and Lessee shall collaborate on emergency access protocols to address needs relating to the maintenance and repair of the Lessee Equipment that arise during and outside of normal business hours.

7. Term; Default; Termination. The term of this Venue Lease shall be twenty (20) years from the Effective Date of this Exhibit E-1 with four (4) automatic renewal terms of five (5) years each (“**Term**”), unless Lessee terminates it at the end of the then current term by giving Lessor written notice of intent to terminate at least six (6) months prior to the end of the then current term. Upon any termination, Lessee shall remove the Lessee Equipment and repair or restore any damage to the Premises and/or the Property resulting therefrom, normal wear and tear excepted.

8. Indemnification, Insurance, Waiver of Damages.

A. Lessee shall defend, indemnify, and hold harmless the Lessor, its Council, each member thereof, present and future, its officers, agents, and employees from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including reasonable attorney’s fees) arising from or in any way connected or alleged to be connected with this Venue Lease, work performed by or on behalf of Lessee pursuant to this Venue Lease, from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Lessee, its employees, agents, invitees, contractors, or subcontractors, either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of Lessor or Lessee) in connection with Lessee’s operation of the Lessee Equipment. The foregoing shall not apply to claims or causes of action to the extent caused by the negligence or willful misconduct of the Lessor, its Council, any member thereof, present and future, or its officers, agents, or employees.

Except as set forth in the preceding paragraph, 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 Lessee Equipment on 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.

B. Prior to any tests or construction by Lessee and in partial performance of Lessee’s obligations hereunder, Lessee shall procure and maintain the following insurance coverages at Lessee’s sole expense for the duration of this Venue Lease and any extensions, renewals, or holding over thereof, from insurance companies admitted to write insurance in the State of California or from non-admitted insurers that are on California’s List of Approved Surplus Lines Insurers (LASLI) and that have a minimum rating of or equivalent to A:VIII by A.M. Best Company:

Commercial General Liability equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form or its equivalent in an amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate. This insurance shall include coverage for products and completed operations liability, contractual liability, independent contractors, and cross liability protection. This insurance shall include Lessor, and its officials, and employees as additional insureds as their interest may appear under this Venue Lease by blanket additional insured endorsement equivalent in coverage scope to ISO form CG and to waive the insurer's rights of subrogation against Lessor, and its officials, employees, and agents.

"All Risk" Property, including debris removal, covering the full replacement value of Lessee's improvements constructed on or about the Premises.

Upon receipt of notice from its insurer(s), Lessee shall provide Lessor thirty (30) days' prior written notice of cancellation and Lessee's policies shall be primary and not contributing to any other insurance or self-insurance maintained by Lessor, or its officials, and employees.

Lessee shall require any contractors or subcontractors to procure and maintain substantially the same insurance required of Lessee herein.

Upon the full execution of this Venue Lease, Lessee shall deliver to Lessor certificates of insurance and blanket additional insured endorsements evidencing the coverage required by this Venue Lease, including the certificates and endorsements of any of Lessee's contractors and subcontractors, for approval as to sufficiency and form. The certificates for each insurance policy shall contain the original signatures of an authorized representative of the insurer(s). Lessee shall provide Lessor with copies of certificates of insurance and endorsements for renewal policies within thirty (30) days of policy termination.

Such insurance as required herein shall not be deemed to limit Lessee's liability relating to performance under this Venue Lease. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Venue Lease.

At the beginning of each renewal Term and, once every five years hereafter, in the event this Venue Lease extends beyond the four additional terms, the Lessor's Risk Manager shall have the right, upon prior written notice to, review and acceptance by Lessee, to increase the scope or limits of insurance required in this Venue Lease.

Any modification or waiver of the insurance requirements herein shall be made only with the written approval of Lessor's Risk Manager or designee.

9. Condition of Property. Lessor 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 the Premises; and Lessor has obtained all required consents or approvals from any landlord, mortgagee or other person or entity having an interest therein.



10. Assignment. This Venue Lease may be assigned by Lessee to its principal, affiliates, subsidiaries or any entity which acquires all or substantially all of its assets in the applicable Federal Communications Commission license area by reason of a merger, acquisition or other business reorganization without the consent of the other party. This Venue Lease may be assigned by Lessor without the consent of Lessee. Any other sale, assignment or transfer by Lessee must be with the written consent of Lessor, such consent not to be unreasonably withheld.

11. Notices and Contacts. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to Lessor at 411 West Ocean Boulevard, Long Beach, California 90802, and to Lessee at 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate.

12. Miscellaneous. This Venue Lease contains all agreements, promises and understandings between Lessor and Lessee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding. This Venue Lease may not be amended or varied except in a writing signed by all parties. This Venue Lease 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 Venue Lease 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 Venue Lease 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.

**APPENDIX A**  
**PREMISES**  
AND GENERAL DESCRIPTION OF DAS COMPONENTS AND DESIGN PRINCIPLES

*See Attached.*

**Notes:**

1. THIS APPENDIX MAY BE REPLACED BY CONSTRUCTION OR OTHER DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE, AND TRANSMITTED TO AND APPROVED BY LESSOR.
2. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANY ANTENNAS AND EQUIPMENT ARE ILLUSTRATIVE ONLY. SUBJECT TO THE PRIOR APPROVAL OF LESSOR, THE ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

ISSUE STATUS	DATE	DESCRIPTION
1	04/20/2009	100% LEASE EXHIBIT
2	04/20/2009	100% LEASE EXHIBIT
3		
4		
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10		
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12		

**DCI PACIFIC**  
A/E/C WORKS  
ARCHITECTURE ENGINEERING CONSULTING  
15505 SAND CANYON AVENUE, D1  
IRVINE, CA 92618

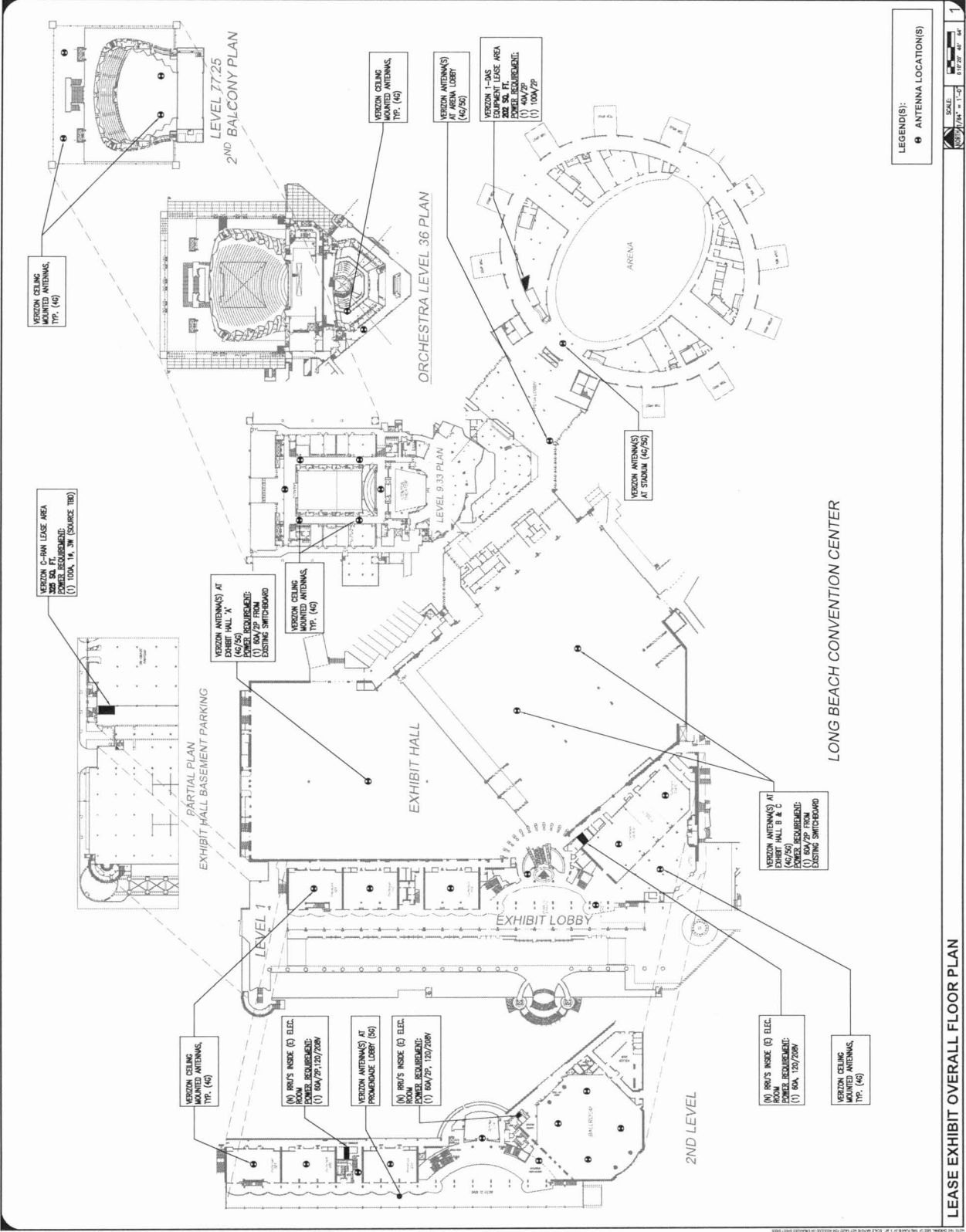
PROPRIETARY INFORMATION  
THIS INFORMATION CONTAINED IN THIS EXHIBIT IS THE PROPERTY OF DCI PACIFIC AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.



LONG BEACH CONVENTION CENTER  
DAS  
300 E OCEAN BOULEVARD  
LONG BEACH, CA 90802

SHEET TITLE:  
LEASE EXHIBIT OVERALL PLAN

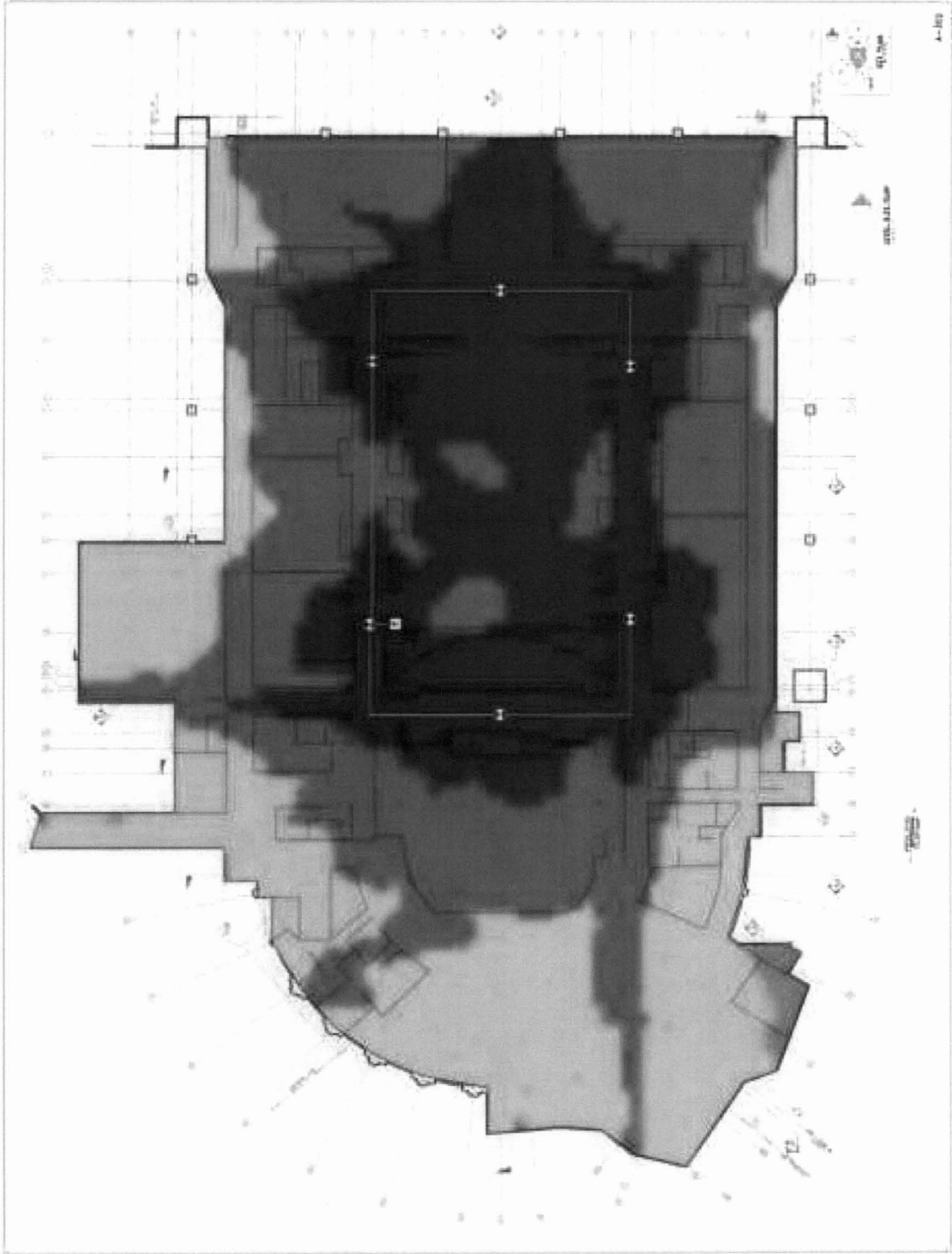
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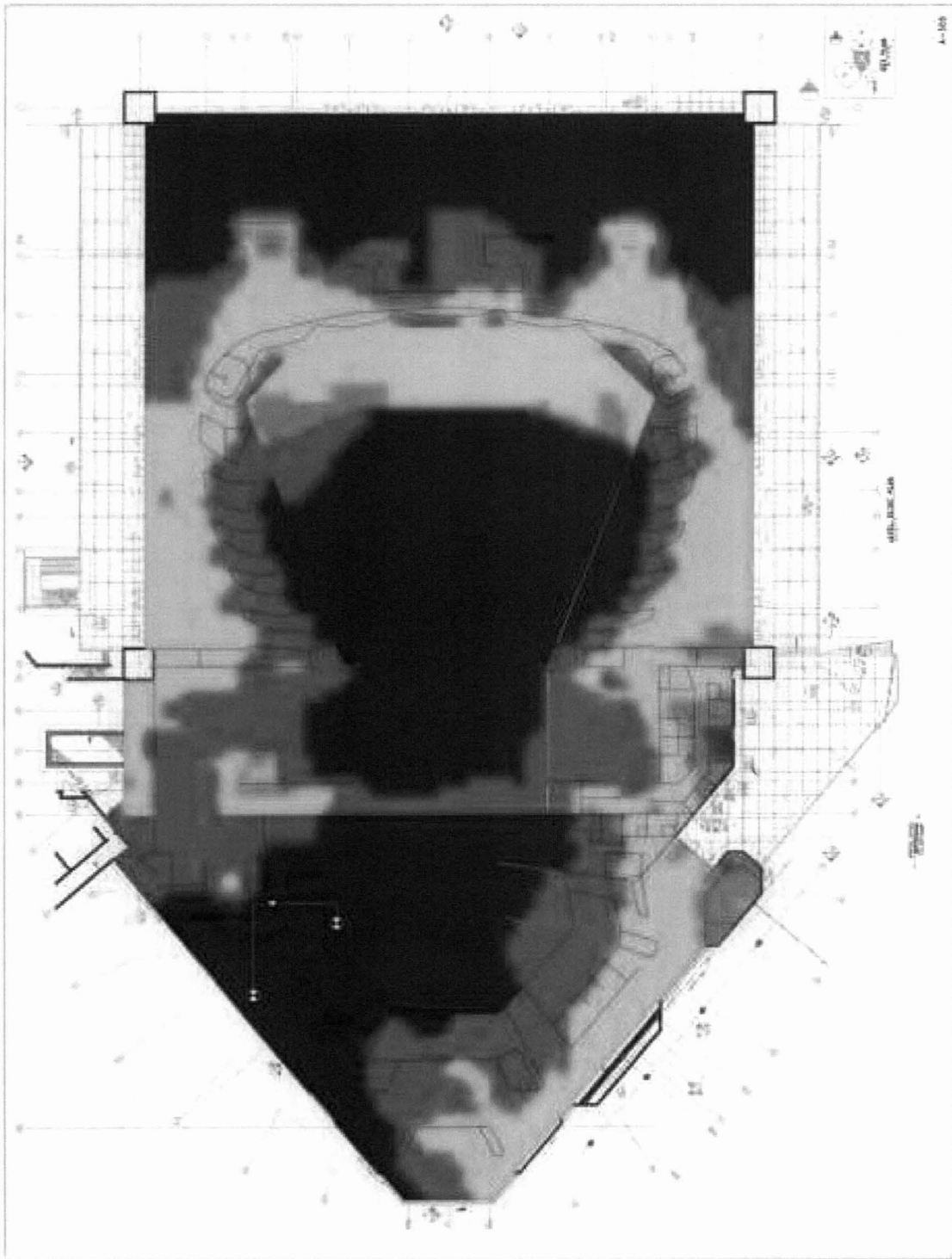


LEASE EXHIBIT OVERALL FLOOR PLAN

**APPENDIX B**  
**COVERAGE AREA**

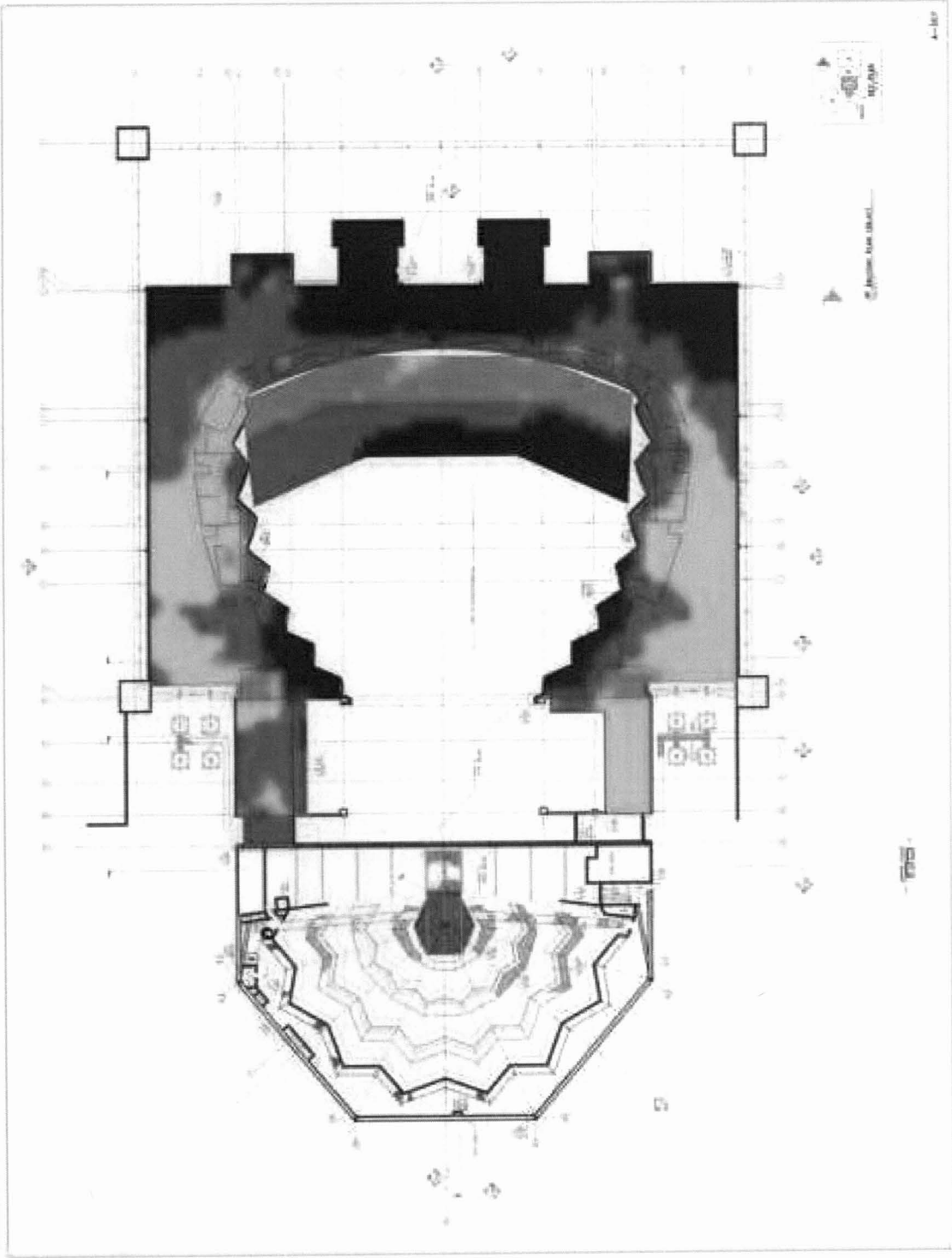
*See Attached.*





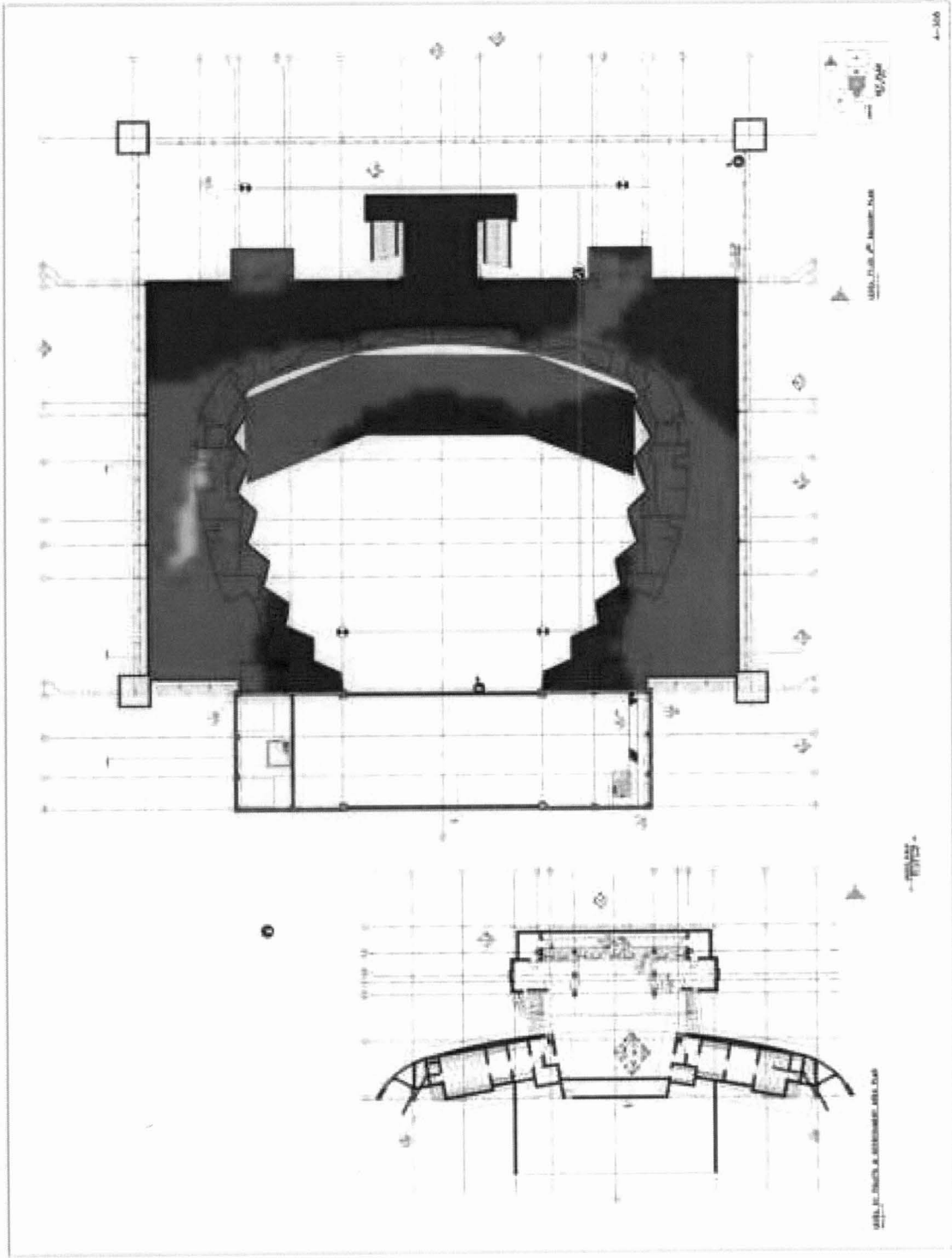


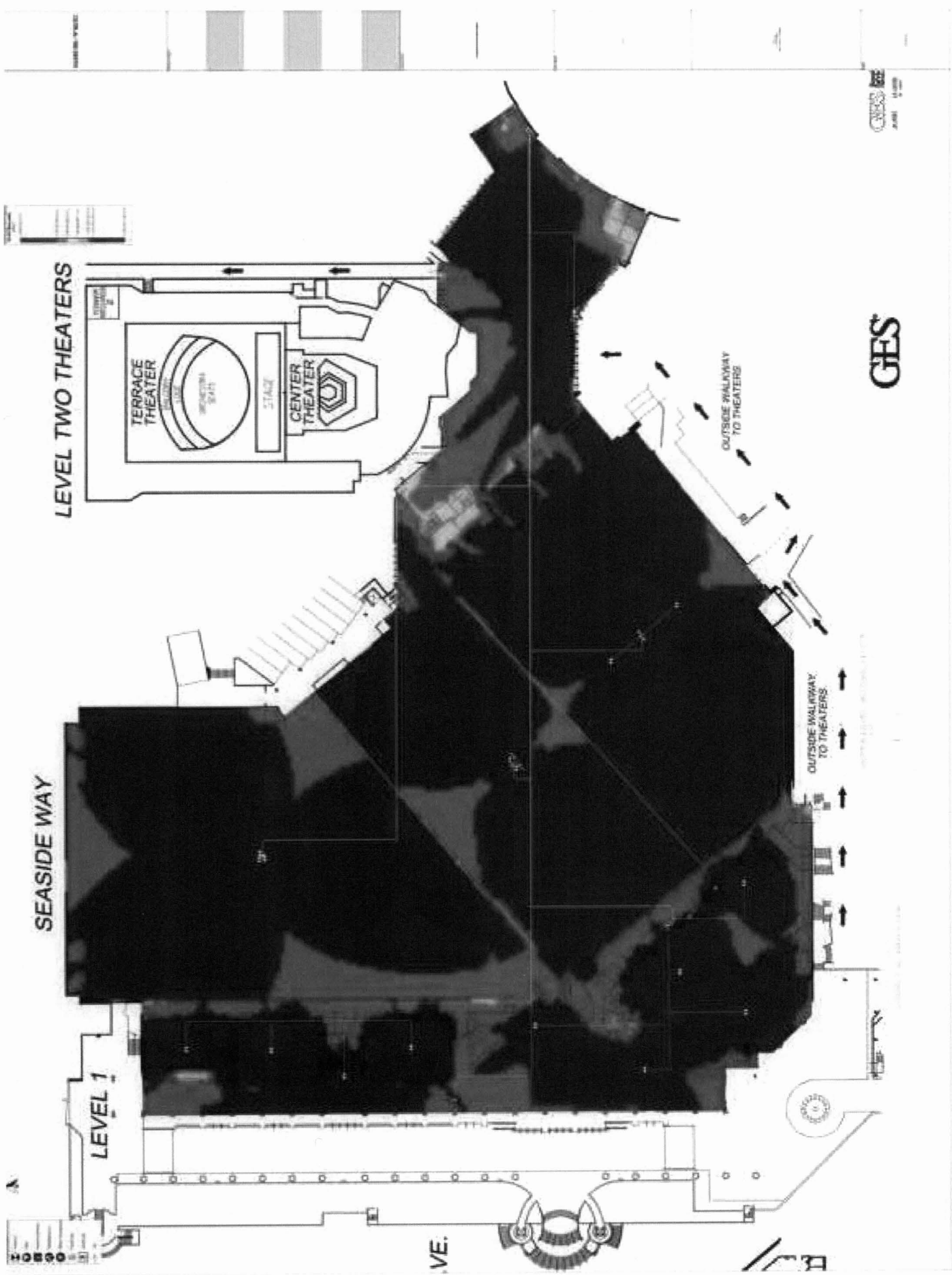
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