FIRST AMENDMENT TO WIRELESS USE AGREEMENT

THIS FIRST AMENDMENT TO WIRELESS USE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between the City of North Las Vegas, a political subdivision of the State of Nevada (the "**City**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Company**").

WHEREAS, City and Company entered into a Wireless Use Agreement dated January 9, 2019 ("**Agreement**"), whereby in exchange for certain compensation City granted to Company the right to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Company's Equipment in or on Municipal Facilities and/or third-party property in the ROW for the purposes of operating the Company's Wireless Communication Service; and

WHEREAS, the Agreement has a term of two (2) years commencing on January 9, 2019 and expiring on January 8, 2021 (the "**Original Agreement Term**"); and

WHEREAS, the City and Company desire to extend the term of the Agreement and otherwise amend the Agreement as more particularly set forth in this Amendment; and

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

1. **Term Extension**. Following the expiration of the Original Agreement Term on January 8, 2021, the Agreement shall automatically be extended for ten (10) years (the "**First Term Extension**"), with the First Term Extension commencing on January 9, 2021 and expiring on January 8, 2031; unless it is earlier terminated by either party in accordance with the provisions of the Agreement. Following the expiration of the First Extension Term on January 8, 2031, the Agreement shall automatically be extended for one (1) additional period of five (5) years (the "**Second Term Extension**"), with the Second Term Extension commencing on January 9, 2031 and expiring on January 8, 2036; unless Company provides notice to the City of its intetion not to extend at least sixty (60) days prior to the expiration of the First Term Extension. Any reference to the term of this Agreement shall mean the Original Agreement Term as well as the First Term Extension and Second Term Extension.

2. **Municipal Facilities Attachment Fee**. Effective January 1, 2021, Section 5.2 is hereby deleted in its entirety and replaced with the following:

"Municipal Facilities Attachment Fee. With respect to each Municipal Facility upon which a Small Wireless Facility has already been installed pursuant to this Agreement, and for which the City's Public Works Department issues to Company a "Small Cell Site Application" approval to install all or a portion of a Small Wireless Facility ["Small Wireless Facility" as described in the Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment, Declaratory Ruling and Third Report and Order (FCC-18-133, WT Docket No. 17-79, WC Docket No. 17-84 (Sept. 26, 2018)) ("FCC Wireless Infrastructure Order")] on or before January 8, 2021 (or any replacement of such installation approved on or before January 8, 2021), Company shall pay to the City an annual fee (the "Existing Municipal Facilities Attachment Fee") in the amount of one thousand two hundred sixty dollars and 75/00 ($1,260.75) per each Small Wireless Facility, effective January 1, 2021 and continuing for each calendar year throughout the term of this Agreement, for the use of each Municipal Facility, if any, upon which a Small Wireless Facility has been installed pursuant to this Agreement. With respect to each Municipal Facility for which the City's Public Works Department issues to Company a "Small Cell Site Application" approval to install all or a

portion of a Small Wireless Facility on or after January 9, 2021, Company shall pay to the City an annual fee (the "Adjusted Municipal Facilities Attachment Fee") in the amount of three hundred dollars and 00/100 ($300.00) per each Small Wireless Facility, effective on January 1, 2021 and continuing for each calendar year throughout the term of this Agreement, for the use of each Municipal Facility, if any, upon which a Small Wireless Facility has been installed pursuant to this Agreement. Existing Municipal Facilities Attachment Fee and the Adjusted Municipal Facilities Attachment Fee shall collectively be referred to in this Agreement as the "Municipal Facilities Attachment Fee". The aggregate Municipal Facilities Attachment Fee (including both Existing Municipal Facilities Attachment Fee and the Adjusted Municipal Facilities Attachment Fee, as applicable) with respect to each calendar year during the term shall be an amount equal to the total number of Small Wireless Facilities to which are attached on any Municipal Facility at any time during the calendar year multiplied by the Existing Municipal Facilities Attachment Fee or the Adjusted Municipal Facilities Attachment Fee, as applicable, and shall be due and payable not later than forty-five (45) days after the beginning of each calendar year. City represents and covenants that City owns all Municipal Facilities for the use of which it is collecting from Company the Existing Municipal Facilities Attachment Fee or the Adjusted Municipal Facilities Attachment Fee, as applicable, pursuant to this Subsection 5.2. The City and Company may by mutual written consent agree upon the provision of Company services to the City in lieu of payment of the Existing Municipal Facilities Attachment Fee or the Adjusted Municipal Facilities Attachment Fee, as applicable. For the avoidance of doubt, it is understood and agreed that the Existing Municipal Facilities Attachment Fee and the Adjusted Municipal Facilities Attachment Fee, as applicable, shall be calculated on a per Small Wireless Facility basis and not on a per Municipal Facility basis."

3. **Delinquent Payments.** Section 5.5.1 is hereby amended by deleting any reference to "Use Fees" and substituting "Municipal Facilities Attachment Fees" in its place.

4. **Commencement of Installation and Operation.** Section 6.1 is hereby amended by adding the following sentence to the end of such section:

"The foregoing deadlines to Commence Installation and Commence Operation of an approved expansion or new installation of Company's Equipment may be extended for an additional six (6) months upon approval by the City, which approval shall not be unreasonably withheld, conditioned, or delayed."

5. Effective November 1, 2020, the City's delivery address set forth in Section 6.3 of the Agreement as "City of Las Vegas, Land Development Counter #15, 1st Floor, 333 N. Rancho Drive, Las Vegas, NV 89106" is hereby deleted in its entirety and replaced with the following:

[INSERT CITY NOTICE ADDRESS]

6. **Notices.** Company's notice address set forth in Section Section 10.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

If to Company:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: Cell Site Name: City of Las Vegas Wireless MLA (NV)
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

with a copy to:

New Cingular Wireless PCS, LLC
AT&T Legal Department – Network
RE: Cell Site Name: City of Las Vegas Wireless MLA (NV)
208 S. Akard Street
Dallas, TX 75202-4206

7. **Records; Audits**. A Section 13.3.1 shall be added to the Agreement to read as follows:

13.3.1 Audit. Company shall keep complete and accurate business records concerning the fees and other amounts due pursuant to the Agreement for a period of at least five (5) years or, if such period is greater, until such time as the City has completed any pending audit through the payment of all fees and other amounts determined by the City to be due or through the resolution of any disputed amounts. Company agrees to reimburse the City for the City's reasonable, actual and documented costs and expenses to conduct each audit not to exceed the sum of ten thousand dollars ($10,000) per audit within fifteen (15) business days after receiving a written invoice from City. Without waiving any City rights or protections afforded to City under Nevada law outside the context of a City audit as contemplated herein, including without limitation those rights stated in NRS 268.020, if the City's audit reveals that Company has overpaid its fees and other sums due to the City under the Agreement, then the City shall in its sole option either reimburse Company for any such overpayment within fifteen (15) business days of the City's receipt of Company's invoice or provide Company a credit against future fees due and owing by Company to the City.

8. **Exhibit A**. "Exhibit A-Equipment" is hereby deleted in its entirety and replaced with the new "Exhibit A-Equipment" attached to this Amendment and incorporated into the Agreement by reference.

9. **Reimbursement of City's Costs**. Within sixty (60) days following the Effective Date, Company shall pay a one-time fee in the amount of $4,500 for the City's administrative costs associated with preparing and processing this Amendment.

10. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

11. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

12. **Counterpart Signatures.** This Amendment may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

CITY:
City of North Las Vegas

By: _____
Print Name: Ryann Juden
Its: City Manager
Date: 3/15/2021

COMPANY:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: TOM EDMONSTON
Its: ~~AT&T~~ Construction - Area Manager
Date: 2/10/21

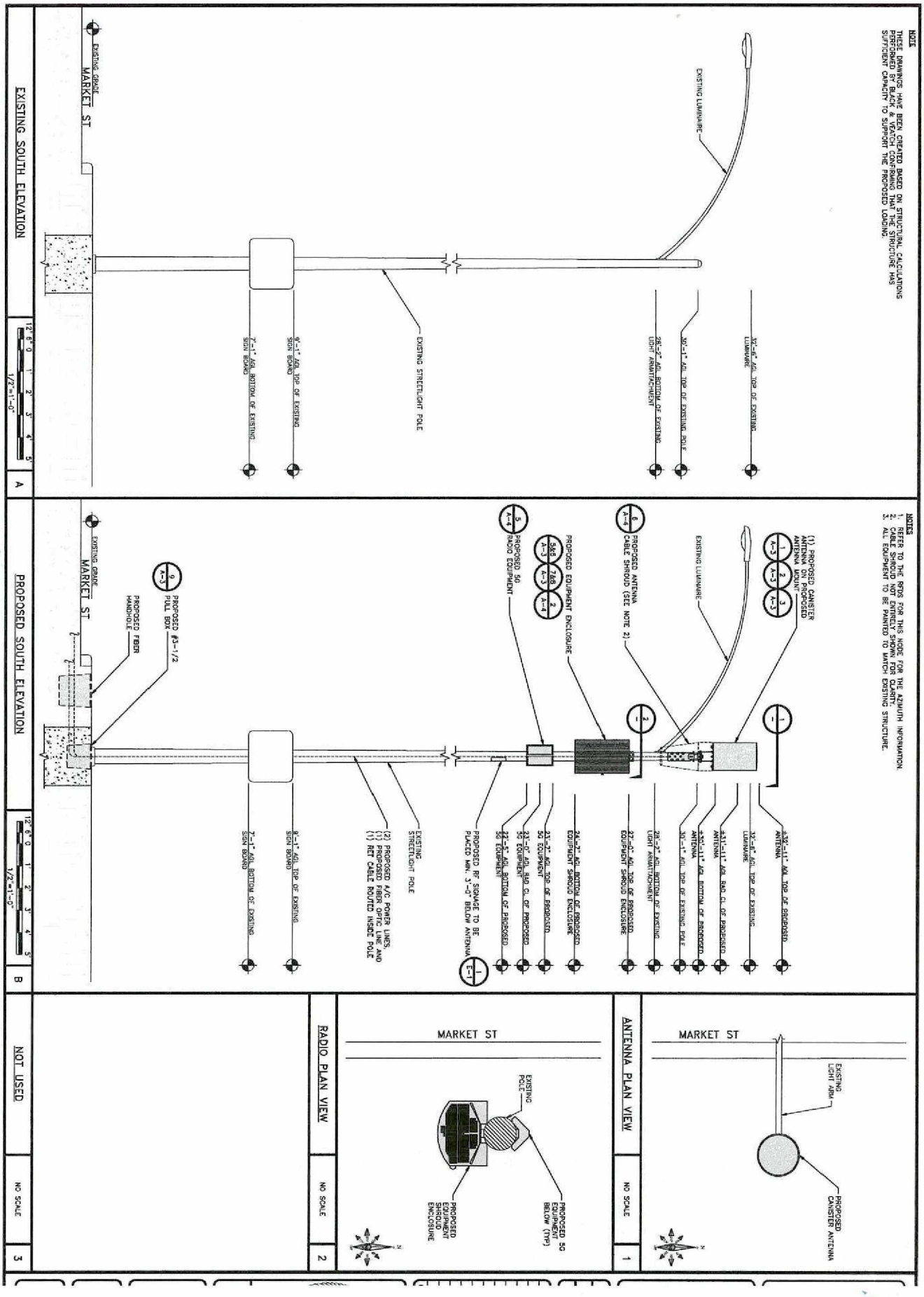
Approved as to form:

_____
City Attorney

ATTEST:

_____
Catherine A. Raynor, MMC
City Clerk

Exhibit A - Equipment



BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

CINGULAR WIRELESS
11760 US HWY ONE
NORTH PALM BEACH, FL 33408

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BL72763** Expiration Date: **04/30/2021**

License Type: **UTILITY GROSS SALES**

Classification: **TELECOMMUNICATION**

Business Location: **CINGULAR WIRELESS**
5565 GLENRIDGE CONNECTOR
ATLANTA, GA 30342

Owner/Principal(s): **SOUTHWESTERN BELL MOBILE SYSTEMS**

Marc Jordan
Director of Land Development &
Community Services

This license is not transferable
POST IN A CONSPICUOUS PLACE

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

AT&T CORP
3100 CUMBERLAND BLVD STE 700
ATLANTA, GA 30339

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BL102861** Expiration Date: **04/30/2021**

License Type: **UTILITY GROSS SALES**

Classification: **TELECOMMUNICATION**

Business Location: **AT&T CORP**
3100 CUMBERLAND BLVD STE 700
ATLANTA, GA 30339

Owner/Principal(s): **AT&T CORP**

CITY OF NORTH LAS VEGAS
Your Community of Choice

Marc Jordan
Director of Land Development &
Community Services

This license is not transferable
POST IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
701 Market Street, Suite 1100
St. Louis, MO 63101

CN103150778-GAW-CRT-20-21 N Y KL3139 Y

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):**
E-MAIL ADDRESS: Att.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New Cingular Wireless PCS, LLC
One AT&T Plaza
208 South Akard
Room 1820
Dallas, TX 75202

COVERAGES **CERTIFICATE NUMBER:** CHI-009808583-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MWZY 31363620	06/01/2020	06/01/2021	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ N/A
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			MWTB 313635 20	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
A	X ANY AUTO			MWZX 31363720 (MI)	06/01/2020	06/01/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			MWC 31363820 (AOS)	06/01/2020	06/01/2021	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	$ 5,000,000
A	Excess Workers' Compensation / Employers' Liability			MWXS 31363920 (OH,WA) See Second Page	06/01/2020	06/01/2021	EL Each Accident / EL Disease	1,000,000
							EL Disease-Policy Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of North Las Vegas is/are included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured.Waiver of Subrogation is provided as required by written contract and allowable by law.

CERTIFICATE HOLDER

City of North Las Vegas
Attn: City Attorney's Office
2250 Las Vegas Blvd North, Suite 200.
Las Vegas, NV 89030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manasi Mukherjee

AGENCY CUSTOMER ID: CN103150778
LOC #: St. Louis

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	New Cingular Wireless PCS, LLC One AT&T Plaza 208 South Akard Room 1820 Dallas, TX 75202
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation -MWXS 31363920 (OH-WA)
Self Insured Retentions
OH & WA - $500,000,000 (except Terrorism)
OH & WA - $600,000,000 Terrorism

****

Excess Automobile Liability - MWZX 31363720 (MI)
Combined Single Limit - $1,000,000
Self Insured Retention - $1,000,000