SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("**Second Amendment**"), dated this 3rd day of May, 2022, is made by and between the CITY OF DELRAY BEACH, a Florida municipal corporation, with its principal offices located at 100 NW 1st Avenue, Delray Beach, Florida; ("**Owner**"), and CELLCO PARTNERSHIP d/b/a Verizon Wireless, with an address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**Lessee**").

WHEREAS, Owner and Primeco Personal Communications, Limited Partnership, a Delaware limited partnership d/b/a Verizon Wireless ("**Primeco**"), executed a Lease Agreement dated November 2, 2000 (the "**Original Lease**"), whereby Owner leased to Primeco tower antenna space and ground space (collectively, the "**Leased Property**") on Owner's property located at 300 W. Atlantic Avenue, Delray Beach, Florida; and

WHEREAS, in 2001, Primeco changed its name to Verizon Wireless Personal Communications, LP; and

WHEREAS, Owner and Verizon Wireless Personal Communications, LP, executed an Amendment to the Original Lease dated September 17, 2009 ("**Amendment**" and together with the Original Lease, the "**Agreement**"); and

WHEREAS, in 2018, Lessee, Cellco Partnership d/b/a Verizon Wireless, became the successor by operation of law to Verizon Wireless Personal Communications, LP and owner of all assets and obligations of Verizon Wireless Personal Communications, LP under the Agreement; and

WHEREAS, Owner and Lessee desire to amend the Agreement as provided herein.

NOW THEREFORE**,** in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Capitalized terms not defined in this Second Amendment shall have the same meaning as such terms have in the Agreement.

2. Paragraph 23(P) of the Agreement is amended as follows:

P. Number of Antennas. If the Leased Property includes tower space, Verizon Wireless shall have the right to install twelve (12) antennas, six (6) RRUs, two (2) OVPs, two (2) hybrid cables and eighteen (18) coaxial cable lines in such tower space. Throughout the Lease term, as may be extended, Owner shall reserve

load capacity on the tower on which such tower space is located to accommodate Verizon Wireless's twelve (12) antenna and twelve (12) cable runs if Verizon Wireless, at any time or from time to time, installs less than twelve (12) antennas and twelve (12) cable lines.

3. Owner and Lessee agree and acknowledge that Exhibit D, of the Original Lease is hereby deleted in its entirety as of the date this Second Amendment is fully executed and shall be replaced with Exhibit D-1, attached hereto and incorporated herein by this reference. All references to Exhibit D in the Original Lease shall hereafter refer to Exhibit D-1, attached hereto.

4. Lessee's address for notices under the Agreement shall be as follows:

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

5. Lessee shall comply with the FBI CJIS Security policy screening requirements for all staff, employees, subcontractors, agents and/or vendors that will have unescorted physical or logical access to criminal justice information and/ or access to any Delray Beach Police Department facility that is deemed a physically secure location. The screening consists of a state/national fingerprint-based background check and online Security Awareness training that is renewed every two years. Lessee may not fingerprint its own employees, subcontractors or agents and fingerprinting must be taken/rolled/printed by a recognized law enforcement agency or an FDLE-approved third-party vendor. Lessee and any staff, employee, subcontractors, agents and/ or vendors shall follow all requirements pertaining to their operations when accessing, storing, transmitting or handling CJI found in Florida Statute 501.171 and the FBI CJIS Security Policy.

If Lessee is in noncompliance with any FBI or FDLE regulations pertaining to the accessing, storing, transmitting or handling CJI, as updated and modified from time to time by FBI and/ or FDLE, then Lessee shall take all necessary action to bring its services into compliance as soon as possible. Owner and its Police Department reserve the right to deny physical and/or logical access to a contractor that is deemed to be in noncompliance with these provisions. This is a material term of the Agreement and if such noncompliance is not timely remedied by Lessee, Owner may terminate the Agreement.

6. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control.

7. The Agreement and this Amendment contain all agreements, promises or understandings between the Owner and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Owner or Lessee in any dispute, controversy, or proceeding at law, and any addition, variation or modification to the Agreement and this

Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement or Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement or Amendment.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed effective the last date signed below.

WITNESSES:

Print Name: Katerri Johnson

Print Name: Anthony Burson

LESSOR:

CITY OF DELRAY BEACH, a Florida municipal corporation

By: _____
Name: Shelly Petrolia
Title: Mayor
Date: 5/3/2022

Approved as to form and correctness:

_____
Print Name: Lynn Gelin
City Attorney

WITNESSES:

Print Name: Jose E Montenegro

Print Name: Elisbet Montenegro

LESSEE:

CELLCO PARTNERSHIP d/b/a Verizon Wireless

By: _____
Name: Jhonathan Montenegro
Title: Senior Real Estate Manager
Date: 3/17/22

EXHIBIT D-1
EQUIPMENT

PROPOSED EQUIPMENT IN BOLD

PROPOSED ANTENNA & COAX SCHEDULE

POS.	SECTOR	USE	MANUFACTURER (MODEL #)	RAD CENTER	CABLE SIZE	AZIMUTH (TN)	CABLE LENGTH	MECH. D-TILT	ELEC. D-TILT	EQUIPMENT (MODEL #)	J-BOX (TOWER)
1	ALPHA	700 LTE 1900 CDMA 1900 LTE 2100 LTE **1900 GNR NL-SUB6**	CSS X7CQAP-665-V-4	℄ @ 132'-0"±	(18) 1⅝"ø COAX (2) 1¼"ø HYBRIDS	0°	*172'±	**	**	(2) ERICSSON RRUs [RRUS 32]	(2) RAYCAPS [RC3DC-3315-PF-48] ***(2) RAYCAPS [RC3DC-3315-PF-48]
2	ALPHA		CSS AXP18-80-2	℄ @ 132'-0"±		0°		**	**		
3	ALPHA		**ERICSSON VZED1**	**℄ @ 132'-0"±**		**0°**		**	**		
4	ALPHA		CSS X7CQAP-665-V-4	℄ @ 132'-0"±		0°		**	**		
5	BETA	700 LTE 1900 CDMA 1900 LTE 2100 LTE **1900 GNR NL-SUB6**	CSS X7CQAP-665-V-4	℄ @ 132'-0"±		120°		**	**	(2) ERICSSON RRUs [RRUS 32]	
6	BETA		CSS AXP18-80-2	℄ @ 132'-0"±		120°		**	**		
7	BETA		**ERICSSON VZED1**	**℄ @ 132'-0"±**		**120°**		**	**		
8	BETA		CSS X7CQAP-665-V-4	℄ @ 132'-0"±		120°		**	**		
9	GAMMA	700 LTE 1900 CDMA 1900 LTE 2100 LTE **1900 GNR NL-SUB6**	CSS X7CQAP-665-V-4	℄ @ 132'-0"±		260°		**	**	(2) ERICSSON RRUs [RRUS 32]	
10	GAMMA		CSS AXP18-80-2	℄ @ 132'-0"±		260°		**	**		
11	GAMMA		**ERICSSON VZED1**	**℄ @ 132'-0"±**		**260°**		**	**		
12	GAMMA		CSS X7CQAP-665-V-4	℄ @ 132'-0"±		260°		**	**		

*NOTE – CONTRACTOR TO VERIFY COAX/CABLE LENGTHS PRIOR TO CONSTRUCTION
**NOTE – CONTRACTOR TO REFERENCE VERIZON ISSUED RFDS FOR MECH./ELEC. D-TILTS
***NOTE – EQUIPMENT LOCATED ON PAD AT GROUND LEVEL
****NOTE – CONTRACTOR TO REFERENCE VERIZON ISSUED RFDS FOR MECH./ELEC. D-TILTS

GROUND WORK:

CONTRACTOR TO INSTALL: (1) CHARLES CUBE CABINET, (1) BATTERY CABINET, AND (1) LC CABINET.

PROPOSED ANTENNA & COAX SCHEDULE @ 132'-0"

SCALE: N.T.S.

PLANS PREPARED FOR:

verizon

4700 EXCHANGE COURT, SUITE 100
BOCA RATON, FL 33431
(561) 995-5539

PROJECT INFORMATION:

VZW SITE #: 131718
VZW SITE NAME:
DELRAY BEACH POLICE STATION
300 WEST ATLANTIC AVENUE
DELRAY BEACH, FL 33444
(PALM BEACH COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA # 31011

SEAL:

REV	DATE	ISSUED FOR:
1	06-02-21	CONSTRUCTION
0	05-19-21	PRELIMINARY

DRAWN BY: KAA | CHECKED BY: DMB

SHEET TITLE:

PROPOSED ANTENNA & COAX SCHEDULE

SHEET NUMBER: **C-3D**

REVISION: 1

TEPG#: 250691.445399

CITY OF DELRAY BEACH
CITY ATTORNEY'S OFFICE
200 NW 1ST Avenue, Delray Beach, FL 33444
561-243-7090

LEGAL REVIEW FORM

This form is to be used solely for the legal review of documents not including procurement agreements. Procurement Agreements are reviewed under a separate cover. This form shall only be completed by a member of the City Attorney's Office.

Date of Review: 01/20/2022

Document Name: Second Amendment to Lease Agreement

Document Type: Second amendment to the Lease Agreement between the City and Verizon Wireless for tower space of the antenna associated with the Police Station.

Submitted by: Representative for Verizon Wireless

■ **This document is approved as to form and legal sufficiency.**

☐ **This document is approved as to form and legal sufficiency; however, the undersigned made the following change(s)**:

☐ **This document is not approved as to form and legal sufficiency for the following reason(s):**

_____.

Notes:

Original Lease limited Verizon to 9 antenna and related equipment. Version seeks to increase number of antennae and related equipment to 12, which requires an amendment to the Lease. Staff reviewed and approved the technical specifications.

s/William M. Bennett, Esq.
Assistant City Attorney

Copy to:
___ City Attorney's Office (with a copy of the approved document)
_X_ Other: Jeff Oris and Jay Stacy.