

DOCUMENT C

RD:EK
4/11/2018

**FIRST AMENDMENT TO
MASTER NON-EXCLUSIVE INSTALLATION AND PROPERTY USE AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND**

This FIRST AMENDMENT TO AGREEMENT is entered into this ____ day of _____, 2018, by the CITY OF SAN JOSE ("CITY"), a municipal corporation, and ("COMPANY").

RECITALS

WHEREAS, on September 9, 2016, CITY and COMPANY entered into an agreement entitled "Master Non-Exclusive Installation and Property Use Agreement" ("AGREEMENT") to install small cell equipment on city-owned property; and

WHEREAS CITY and COMPANY desire to amend the AGREEMENT to update the Form Site License Agreement ("SLA"); and

WHEREAS, by separate agreement, the CITY and COMPANY desire to enter into a Funding and Reimbursement Agreement to cover the costs of the initial 170 small cells.

NOW, THEREFORE, the parties agree to amend the AGREEMENT as follows:

SECTION 1. EXHIBIT A, "FORM SITE LICENSE AGREEMENT" is amended to read as shown in a REVISED EXHIBIT A, attached and incorporated into this Amendment.

DOCUMENT C

SECTION 2. All of the terms and conditions of the ~~original~~ AGREEMENT not specifically modified by this Amendment or the Funding and Reimbursement Agreement shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

Elizabeth Klotz
Senior Deputy City Attorney

By _____
LELAND WILCOX
Chief of Staff, Office of the City
Manager

“COMPANY”

By: _____
Print Name: _____
Title: _____
Date: _____, 2018

DOCUMENT C

DOCUMENT C

RD:EK
4/11/2018

DOCUMENT C

REVISED EXHIBIT A

FORM SITE LICENSE AGREEMENT

This Site License Agreement (the "SLA") is made this _____ day of _____, 20____ by and between the CITY OF SAN JOSE, a municipal corporation ("CITY"), and _____, a _____, ("COMPANY") pursuant to that certain MASTER AGREEMENT dated _____ 20____ between the parties (the "MASTER AGREEMENT").

All of the terms and conditions of the Master Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Master Agreement. In the event of any contradiction, modification or inconsistency between the terms of the Master Agreement and this SLA, the terms of this SLA shall prevail. Capitalized terms used in this SLA shall have the same meaning described for them in the Master Agreement unless otherwise indicated herein.

Company Name: _____

Company Site ID: _____

Site Location (Address or Intersection): _____

APN: _____

Location Description and Maps: See Attachment A-1 _____

Construction Drawing: See Attachment A-2 _____

Equipment List for ANTENNA FACILITY: See Attachment A-3 _____

Equipment Category: _____

CITY Contact Information:

City of San José
200 E. Santa Clara Street 17th Floor
San José, CA 95113
(408) 973-5508
cityownedproperties@sanjoseca.gov

COMPANY Contact Information: _____

Certificate of Insurance: See Attachment A-4

DOCUMENT C

CITY

COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

For City Use Only

Zone: _____

USAGE FEE Classification: _____

SLA Effective Date: _____ Initial Payment Amount Due: _____

Additional Provisions: _____

DOCUMENT C

Attachment A-1

LOCATION DESCRIPTION AND MAPS

[Insert location description, parcel map, and aerial map here]

DOCUMENT C

Attachment A-2

CONSTRUCTION DRAWING

[Insert construction drawing here]

DOCUMENT C

Attachment A-3

EQUIPMENT LIST FOR ANTENNA FACILITY

[Insert equipment for antenna facility list here]

DOCUMENT C

Attachment A-4

CERTIFICATE OF INSURANCE

[attach copy]