

First Amendment to Representation Agreement

This First Amendment to the Representation Agreement (the "Amendment") is entered into between the City of St. Paul, a municipal corporation of the State of Minnesota, Department of Parks and Recreation ("CLIENT"), and Bench Strength Partners, Inc. ("BSP") on this 14th day of March, 2016.

WHEREAS, CLIENT and BSP have previously entered into a Representation Agreement, dated January 26th, 2016 (the "Agreement"); AND

WHEREAS, the scope of the Agreement is limited to the negotiation of leases for cellular antennas and related communication equipment on CLIENT property managed by its Department of Parks and Recreation, as outlined in Exhibit A to the Agreement; AND

WHEREAS, CLIENT and BSP wish to amend the Agreement through this Amendment to expand the scope of the Agreement to include negotiation of leases for the installation of small cell communication systems ("Small Cell Systems") on CLIENT property managed by its Department of Public Works ("Public Works"), Traffic and Engineering Division; NOW therefore be it

RESOLVED that CLIENT and BSP hereby amend the Agreement as follows:

1. The definition of "CLIENT" shall be expanded to include both the City of St. Paul's Department of Parks and Recreation and its Department of Public Works.
2. The "Scope of Agreement (Section 2) shall be expanded to include the negotiation of leases, licenses, lease buyouts or other agreements for the rental of space on CLIENT property for the installation of Small Cell Systems, including cellular antennas and other related communication equipment in and/or upon certain of CLIENT's light poles, traffic control poles, conduits, conductor pull boxes, appurtenances and certain public rights-of-way and/or other CLIENT property managed by Public Works for the additional location(s) listed on Exhibit A to the Agreement. For a two year period following the completion of any agreement for the services described herein, any new requests for Small Cell Systems installations on any of CLIENT properties described in this Amendment and not listed in Exhibit A shall be added to Exhibit A.
3. In all other respects, the remaining terms of the Agreement shall apply, as outlined therein.

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Executed this 14th day of March, 2016.

BENCH STRENGTH PARTNERS, INC.

BY:



Name:

Francis P. Clerkin

Title: Partner

CITY OF SAINT PAUL

BY:

Name:

Title: City Attorney

BY:

Name:

Title: Financial Services Director

BY:

Name:

Title: Mayor or Designee