

AMENDMENT NO. 2 TO
EQUIPMENT MAINTENANCE AND MONITORING AGREEMENT

WHEREAS, on November 19, 2019, the OCPPA, the City, and Longent, LLC (“Longent”), entered into an Equipment Maintenance and Monitoring Agreement (“Agreement”) that was effective retroactively beginning on April 17, 2019; and

WHEREAS, said Agreement provides for Longent’s ongoing maintenance and monitoring of a neutrally hosted, multi-sector distributed antenna system (“DAS”) that Longent designed, procured, and installed within Paycom Center (previously known as the Chesapeake Energy Arena) and the Cox Convention Center on behalf of the OCPPA and the City; and

WHEREAS, in December 2019, Longent, LLC, was acquired by Mobile Communications America, Inc. (“MCA”), and Longent/MCA have continued to perform services under the Agreement in a satisfactory manner; and

WHEREAS, on May 24, 2022, the OCPPA and the City of Oklahoma City (Item Nos. PPA.G and IX.AX) adopted a Joint Resolution approving Assignment, Amendment and Extension of the sole source Equipment Maintenance and Monitoring Agreement with Mobile Communications American, Inc. (MCA) through April 16, 2025, wherein City Council acknowledged that an upgrade of the DAS in the Cox Convention Center was necessary and approved the design of the upgraded DAS, the costs of which were anticipated to be funded by the wireless carriers; and

WHEREAS, MCA has commenced the migration of the DAS headend from the Cox Convention Center to the Oklahoma City Convention Center in anticipation of the demolition of the Cox Convention Center in 2025; and

WHEREAS, MCA has discovered that additional fiber purchase and installation that was not contemplated in the original design is necessary to accomplish the DAS upgrade with minimal cellular downtime; and

WHEREAS, the parties desire to amend the Agreement to provide for the purchase and installation of the necessary fiber work, the DC power distribution equipment, and other related system work for the ongoing transfer of the neutrally-hosted, multi-sector Distributive Antenna System from the Cox Convention Center to the Oklahoma City Convention Center

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth herein, The City, OCPPA, and MCA hereby mutually agree as follows:

1. Section 3 of the Agreement titled “Covered Equipment” shall be amended to acknowledge that the Project includes upgrade of the composite fiber between the Paycom Fiber Hub to the DAS Remote Hub units.
2. The Agreement shall be amended to incorporate the attached quote as **Attachment “D”** to the Agreement.

3. Upon completion of the work outlined in **Attachment "D"**, MCA will submit an invoice to the City/OCPPA in an amount not to exceed \$212,510.43. The City/OCPPA will pay the invoice within thirty (30) days after the date of such properly submitted invoice.

4. Except as amended by this Amendment No. 2, the remainder of the Agreement dated November 19, 2019, as amended by the Assignment, Amendment, and Extension of Equipment Maintenance and Monitoring Agreement dated May 24, 2022, shall continue in full force and effect.

This **Amendment No. 2 to Equipment Maintenance and Monitoring Agreement** was approved by Mobile Communications America, Inc., a Delaware corporation, this 6th day of November, 2024.

Mobile Communications America, Inc.

By: _____

Print Name: John Thompson

As: VP In Building Wireless

NOTARY ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA)

SS.

COUNTY OF WAKE)

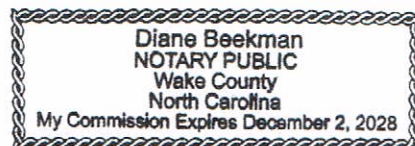
This foregoing instrument was acknowledged before me this 6th day of November, 2024, by John Thompson, as VP In Building Wireless of Mobile Communications America, Inc.

Notary

(Seal)

My Commission Expires: December 02, 2028

My Commission Number: _____



This **Amendment No. 2 to Equipment Maintenance and Monitoring Agreement** was approved by the Trustees and SIGNED by the Chairman of the Oklahoma City Public Property Authority this 19TH day of NOVEMBER, 2024.

ATTEST:

Amy K Simpson
SECRETARY



David Holt
CHAIRMAN

This **Amendment No. 2 to Equipment Maintenance and Monitoring Agreement** was approved
The Mayor of the City of Oklahoma City this 19TH day of NOVEMBER, 2024.

ATTEST:

Amy K Simpson
City Clerk



David Holt
Mayor

Reviewed for form and legality.

Jill Burnett
ASSISTANT MUNICIPAL COUNSELOR

ATTACHMENT "D"



501 Duncan Perry Road, Arlington TX 76011

Site Name: OKC Paycom Center
Site Address: 100 W Reno Ave
Site City: Oklahoma City
Site State: OK
Site Zip: 73102

Date: 10/28/2024
Version: V1.0
CRM: 28311913260

IWS Sales Rep: Seth Sweetser
IWS Sales Phone: 919-810-8891
IWS Sales Email: sethsweetser@callmc.com

Purchasing Company: OKC
Purchasing Contact: Sue Hollenbeck

Purch. Contact Email: sue.hollenbeck@okc.gov
Purch. Contact Phone: 405-297-1689

Description of Work

Quote for additional fiber work and DC power distribution equipment required due to cutover timing. Additional bulk fiber will be pulled to four separate closets in the arena (three on the ground floor and one on the catwalk). From these closets, composite fiber will be pulled to each equipment location to supply both connection and power. Quotation covers additional splicing at the Convention Center headend room, MDF in arena, and closets mentioned above.

General Terms

Type of Quote: FirmFixed

Quote Validity: Quotation valid for 90 days from Quotation Date if Firm Fixed; Budgetary Quotes need to be finalized before PO.

Tax Terms: If sales tax is not included in the Tax field, applicable state and local sales tax will be added at time of invoicing. If sales tax is included in the Tax field, it is subject to change according to current sales tax laws at the time of invoicing. Tax exempt or reseller certificates will need to be provided for tax exempt status.

Shipping Terms: Prepay and Add – Standard FedEx Service

Freight On Board: Morrisville, NC

Labor Warranty: 12 months from date of completion

Equipment Warranty: OEM Passthrough

Cancellation: Cancelled PO's are subject to 10% equipment restocking fee and any unreturnable equipment due will be invoiced at full cost.

Payment Terms: See attached Terms & Conditions Document

Financial Proposal	Item	Description	Price
	1	Active Equipment	\$ -
	2	Passive Equipment	\$ 101,295.83
	3	Installation Subtotal	\$ 84,237.06
	4	Professional Services Subtotal	\$ 12,534.05
	5	Freight	\$ 2,447.11
	6	T&M Subtotal	\$ -
	7	Total Before Tax	\$ 212,510.43
	8	Tax	
	9	Total After Tax	

Assumptions & Limitations**General**

The quotation is based on the scope of work and drawings provided by the Customer.

Implementation

Union labor is not included in this quote.

Asbestos abatement is not included in this quote. Customer must disclose the presence of any known asbestos.

Elevator Service is assumed to be available for movement of materials and personell.

All proposed cable paths are accessible via drop ceiling tiles, crawl space, or access panels. J-hooks or existing cable tray will be used to support coaxial cable above ceiling.

Conduit, cable tray, and raceway are not included with this quote.

Riser Space between floors is available. Coring between floors is excluded from this quote.

Adequate space for the equipment exists and is authorized for use within existing Telecom closets.

Any damage after installation caused by other trades will result in a change order.

Patching and painting not included in quote- assumes access panels will be available for access to ceiling.