



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: April 17, 2018

\* = Mandatory, information must be provided

or Procurement Director Award

**\*Contractor/Vendor Name/Grantor (DBA):**  
Crown Castle NG West, Inc., a Delaware Corporation

**\*Project Title/Description:**  
Third Amendment to Nonexclusive Right-of-Way Use License for Fiber Transport Facilities. Lic-0287

**\*Purpose:**  
This Third Amendment will extend the term of the License for an additional five (5) year term, terminating June 30, 2023.

**\*Procurement Method:**  
Exempt pursuant to Pima County Code 11.04.020

**\*Program Goals/Predicted Outcomes:**  
Continuation of Crown Castle's operation of fiber transport facilities to provide wireless capacity and coverage services to wireless telecommunications providers within unincorporated Pima County.

**\*Public Benefit:**  
Enhanced cellular communications services to Pima County resident.

**\*Metrics Available to Measure Performance:**  
Continued payment of rent as set forth in the original License.

**\*Retroactive:**  
No.

To: COB. 3.29.18  
pgs. 4  
(2)

**Contract / Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:**

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

**\*Is the Contract to a vendor or subrecipient?**

Were insurance or indemnity clauses modified?  Yes  No

If Yes, attach Risk's approval

Vendor is using a Social Security Number?  Yes  No

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment / Revised Award Information**

Document Type: CTN Department Code: IT Contract Number (i.e., 15-123): 13\*0194

Amendment No.: Three (3) AMS Version No.: Five (5)

Effective Date: July 1, 2018 New Termination Date: June 30, 2023

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ 135,299.53

Is there revenue included?  Yes  No If Yes \$ 135,299.53

**\*Funding Source(s) required:**

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)  Award  Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required:**

\*Match funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Michael D. Stofko

Department: Real Property Services

Telephone: 520-724-6667

Department Director Signature/Date: \_\_\_\_\_

3/23/18

Deputy County Administrator Signature/Date: \_\_\_\_\_

3/27/18

County Administrator Signature/Date: \_\_\_\_\_

3/27/18

(Required for Board Agenda/Addendum Items)

Calculation of Estimated Revenue for 5 Year Term of License for BOS-AIR Purposes

Crown Castle NG West, Inc. (fka Next G Networks of California, Inc.) CTN-IT-13\*0194 Amend't #3

Licensee pays to County 6.1% of its gross revenues, billed and paid quarterly. Revenue Management reports that the total sum paid by Crown Castle over the past 20 quarters is \$133,319.53. There is no reason to expect this sum to change significantly over the next 5 years.

5 year renewal total      \$133,319.53

License Renewal Fee      \$ 1,980.00

Estimated Total Revenue      **\$135,299.53**



<b>CONTRACT</b>	
NO. <u>CTN-IT-13-194</u>	
AMENDMENT NO. <u>03</u>	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

## **THIRD AMENDMENT TO NONEXCLUSIVE RIGHT-OF-WAY USE LICENSE FOR FIBER TRANSPORT FACILITIES**

**CONTRACT No. CTN-IT-1300000000000000194**  
(Formerly CTN-IT-CMS141023, aka 12-14-N-141023-0708)

This THIRD AMENDMENT is entered into by and between Pima County ("County"), a political subdivision of the State of Arizona, and Crown Castle NG West, Inc., a Delaware corporation (the "Licensee"), and shall be effective as of July 1, 2018.

### RECITALS

A. County and NextG Networks of California, Inc., a Delaware corporation ("Licensee"), entered into a Nonexclusive Right-of Way Use License for Fiber Transport Facilities dated July 1, 2008, with an expiration date of June 30, 2013 (the "License"). Licensee subsequently changed its name to Crown Castle NG West, Inc., with notice filed in the State of Delaware on May 3, 2012 (ACC File #F1171725-5, Exhibit C). The First Amendment to License memorialized the name change and extended the term through June 30, 2018.

B. On December 3, 2013, the parties entered into a Second Amendment to License pursuant to which the County agreed to Licensee's request to relocate a tower and equipment located on private property at Campbell Avenue and Camino Miraval (node 45) to a site across the street within County Right-of-Way.

C. Pursuant to Section 2 of the License, the initial term of the License was five (5) years, and the License is renewable upon mutual agreement of the parties and in accordance with applicable law.

D. Licensee desires to extend the term of the License for another five (5) years commencing July 1, 2018 and expiring June 30, 2023, and County is

amenable to granting such extension of term, subject to approval of the Board of Supervisors herein.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties hereinafter set forth, the parties to this License agree as follows:

1. The term of the subject License shall be extended for an additional five (5) years, to expire on June 30, 2023.
2. A renewal fee in the amount of One-Thousand Nine-Hundred Eighty Dollars (\$1,980.00) shall be payable by Licensee to Pima County Revenue Management within thirty (30) days of the Effective Date of this Amendment.
3. Section 19: Liability and Indemnity is revised to state as follows:

The Licensee acknowledges its sole liability for any of its facilities and/or equipment installed in the public right of way, and for any activities the Licensee performs within the public right of way. The Licensee agrees to indemnify, hold harmless, and defend the County and its officials, agents, servants, and employees against any and all claims for injuries to persons or damage to property, arising out of the Licensee's work in the public right of way, or due to the existence of the Licensee's facilities and/or equipment in the public right of way, or in any way related to the Licensee's exercise of its rights under this License. Neither the issuance of a County permit for installation or location of a facility or equipment, nor County approval of the activity, installation, or location, nor the failure of the County to direct the Licensee to take any precautions or make any changes or to refrain from doing anything shall excuse the Licensee of its responsibilities hereunder to the County or others in the case of any injury to persons or damage to property. The obligation to indemnify under this Section shall not apply to the extent any claims arise out of an indemnitee's negligence, willful misconduct, or criminal acts.

Except for bodily harm to any person and property damage as provided above, in no event shall either Party be liable to the other party for any special, consequential or indirect damages (including, by way of illustration, lost revenues and lost profits) arising out of this Agreement or any obligation arising thereunder, whether in action for or arising out of breach of contract, tort or otherwise. The County shall be liable only for the cost of repairs of damages to Licensee facilities arising from the sole negligence or willful misconduct of the County or its representatives.

4. Section 24: Contact Information, Licensee is revised to state as follows:

Crown Castle NG West LLC  
c/o Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317-8564

Attention: Ken Simon, General Counsel

With a copy to:

Crown Castle NG West LLC  
c/o Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317-8564  
Attention: SCN Contracts Management

5. All other terms and provisions of the License and all prior Amendments thereto not specifically changed by this Amendment shall remain in effect and are binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Third Amendment on the dates written below.

**PIMA COUNTY:**

\_\_\_\_\_  
Richard Elias  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Julie Castaneda, Clerk of the Board

\_\_\_\_\_  
Date

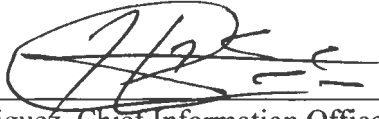
**CROWN CASTLE NG WEST,  
INC.**

\_\_\_\_\_  
Signature

*ERICA MORK, DIRECTOR*  
\_\_\_\_\_  
Print Name, Title

*3/6/2018*  
\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**



Jesse Rodriguez, Chief Information Officer  
Pima County Department of Information Technology

3/13/18  
Date

**APPROVED AS TO FORM:**



Tobin Rosen, Deputy County Attorney

3/13/18  
Date