



Contract Number: CTN. IT- CMS142407-01  
 Effective Date : 10-21-14  
 Term Date : 10-20-19  
 Cost : \_\_\_\_\_  
 Revenue : 169,254.27  
 Total : \_\_\_\_\_ NTE: \_\_\_\_\_  
 Action : \_\_\_\_\_  
 Renewal By : \_\_\_\_\_  
 Term : 7-1-19  
 Reviewed by: [Signature] 10-20-19

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: October 21, 2014

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

*This First Amendment to Easement extends the original agreement granting an easement to Tower Development Corporation over and across a section of County-owned real property located at 7770 North Shannon Road, currently leased by Northwest YMCA, for the purpose of operating and maintaining a communications facility to enhance cellular communication services to Pima County residents. The YMCA of Southern Arizona has previously given its consent to this Easement Agreement. The extension is for a term of five (5) years, with expiration October 20, 2019, generating \$169,254.27 additional revenue to Pima County over the five year period.*

CONTRACT NUMBER (If applicable): CTN-IT-CMS142407 (fka #11-14-T-142407-1009)

**STAFF RECOMMENDATION(S):**

The Information Technology Department recommends that the Pima County Board of Supervisors adopt and the Chairman sign the First Amendment to Easement for Tower Development Corporation.

Procure Dept 10/01/14 PM04:10

CORPORATE HEADQUARTERS: Maryland  
 Page 1 of 2

Ver. 2  
 Vendor - 1  
 Pgs 3  
 To: CoB - 10-8-14  
 Agenda - 10-21-14  
 (2)

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: \_\_\_ and/or REVENUE TO PIMA COUNTY:\$ 169,254.27

FUNDING SOURCE(S): Tower Development Corporation through its managing agent Crown Castle  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

		YES	X	NO
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**Board of Supervisors District:**

1	X	2		3		4		5		All	
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**IMPACT:**

**IF APPROVED:**

Tower Development Corporation will continue to operate and maintain a cellular communications facility within a designated section of County-owned real property, currently leased by Northwest YMCA, to provide cellular communication services to Pima County residents. Pima County will receive \$169,254.27 over the five (5) year term.

**IF DENIED:**

Tower Development Corporation will not be allowed to operate/maintain its cellular communications facility at the designated site and will be required to immediately dismantle, decommission, and remove all equipment and appurtenances from the location. Cellular communication services may be diminished, and Pima County will not receive any additional revenue over the five (5) year term.

DEPARTMENT NAME: Information Technology

CONTACT PERSON: Julie K McWilliams TELEPHONE NO.: 724-8066



CONTRACT	
NO.	<u>CTN-IT-CMS142407</u>
AMENDMENT NO.	<u>01</u>
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

PIMA COUNTY  
**FIRST AMENDMENT  
TO EASEMENT**

Contract #CTN-IT-CMS142407 (formerly #11-14-T-142407-1009)

THIS AMENDMENT is entered into by and between Pima County ("County"), a political subdivision of the State of Arizona, and Tower Development Corporation ("TDC"), a Maryland special purpose corporation, and shall be effective October 21, 2014.

RECITALS

County and Tower Development Corporation entered into a five (5) year Easement Agreement ("Easement") dated October 21, 2009. The Easement allows for up to two (2) successive renewal terms of five (5) years each with the Annual Fee increased as set forth in Section 6.

With this First Amendment to Easement, the parties desire to extend the term for use of a designated section of the property located at 7770 North Shannon Road, Tucson, Arizona.

AGREEMENT

WHEREFORE, the parties agree as follows:

1. The contract number has been changed:

From: 11-14-T-142407-1009

To: CTN-IT-CMS142407

2. The term is extended per Section 7 of the original Easement, effective October 21, 2014 through October 20, 2019.
3. The second sentence of Section 7 of the Easement, and only that sentence, is hereby deleted and the following is inserted in its place:

This Easement is renewable by TDC for up to four (4) successive renewal terms of five (5) years each, but the Annual Fee to be paid by TDC shall increase as set forth in Section 6.

4. Section 5 is revised to add the following:

TDC's insurance shall be primary insurance and the County's insurance shall be considered non-contributory. Any modification from the insurance requirements in this Easement shall be made by the licensing department in consultation with the Division of Risk Management. Such modification, which shall be commercially reasonable, will not require a formal amendment, but may be made by administrative action, and without the consent of TDC, upon notice by County. TDC shall supply a certificate of insurance including the modification within ten (10) days from the date notice of the modification is received by TDC, to the extent reasonable practicable, but not later than thirty (30) days. Such notice will be given pursuant to the terms of the Easement; if the Easement does not specify a notice procedure, County may give notice by Certified U.S. Mail, E-Mail or Facsimile; Certified Receipt, E-Mail Receipt Confirmation or Facsimile Confirmation shall constitute proof of receipt of notice. Failure by TDC to supply a modified certificate of insurance as required by this paragraph shall constitute material breach by TDC and grounds for immediate termination of the Easement by County. TDC further hereby consents to the addition of the modified insurance requirements to the Easement.

5. All other provisions of the Easement shall remain in effect and continue to be binding upon the parties.

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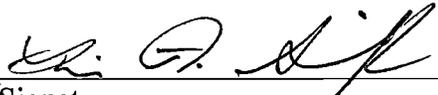
IN WITNESS WHEREOF, the parties have affixed their signatures to this First Amendment to Easement on the dates written below.

**PIMA COUNTY:**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**TOWER DEVELOPMENT CORPORATION:**

  
\_\_\_\_\_  
Signature  
Lisa A. Sedgwick  
RET Manager

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
9/26/14  
Date

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors

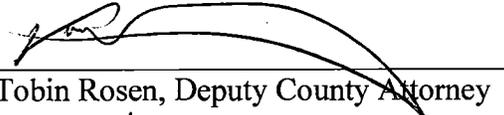
\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Jesse Rodriguez, Chief Information Officer

\_\_\_\_\_  
9/20/14  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

\_\_\_\_\_  
8/28/14  
Date