



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

Requested Board Meeting Date: November 22, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): T-Mobile West, LLC, a Delaware Limited Liability Company ("T-Mobile").

Project Title/Description:

Master Agreement for Wireless Communications Facilities with T-Mobile (the "Master Agreement") and Site-Specific Agreements ("SSA's") with T-Mobile for 7 specified locations at: 1) 3588 N. Sabino Canyon; 2) 6756 E. Sunrise Drive; 3) 5465 Northridge Drive; 4) 6540 N. Calle Padre Filipe; 5) 4954 Hacienda Del Sol; 6) 4975 N. Calle Bendita; and 7) 4100 N. Craycroft Road. Lic-0079

Purpose:

In November, 2000 and August, 2005, County entered into two separate Right of Way Use Licenses (the "Licenses") with Voicestream PCS ("Voicestream") in connection with the 7 SSA sites listed above. One License covered 2 and the other covered 5 of the referenced 7 sites. T-Mobile subsequently succeeded to the rights of Voicestream and assumed the rights and obligations under the 2 Licenses, which Licenses have since been amended on several occasions to extend the term of one of the Licenses through August 28, 2015 and the other through November 2, 2015. With the subject Master Agreement and SSA's the parties desire to replace and to consolidate the 2 Licenses and to extend the term of the SSA's for the 7 sites for an additional 5 year period through November 2, 2020. The Master Agreement establishes terms and conditions under which T-Mobile may continue to install, operate and maintain wireless communications facilities within unincorporated Pima County. The SSA's stipulate conditions for each of the respective sites authorized for use under the Master Agreement. As previously stated, since one of the original Licenses [CTN-IT-CMS136982] expired August 28, 2015, and the parties wish to start all 7 SSA's on November 3, 2015, the Parties have also executed a Third Amendment to License No. CTN-IT-CMS136982 to retroactively bridge the gap between August 28, 2015 and November 2, 2015. That Third Amendment to License is submitted under the auspices of a separate but related BOS-AIR as well for the Board's signature.

Procurement Method:

D 29.4.XI.H "Other Non-Procurement Method"

Program Goals/Predicted Outcomes:

To stipulate the terms and conditions under which T-Mobile may continue to install, operate and maintain wireless communications facilities within unincorporated Pima County via the subject Master Agreement and the 7 subject SSA's.

Public Benefit:

The Master Agreement and SSA's will extend the term of the T-Mobile's right to occupy County right of way to operate and maintain wireless communications facilities for its cell phone customers at the 7 subject locations in unincorporated Pima County.

Metrics Available to Measure Performance:

T-Mobile to provide certificate of insurance as stipulated in the Master Agreement; pay annual fees as provided in SSA's; obtain permits as required; comply with highway safety and construction standards; exercise care and restore County roadways or facilities as warranted; and provide written notice of change to use of facility.

Retroactive:

This renewal will be retroactive to November 3, 2015. T-Mobile was acquired by foreign ownership and significant delays ensued in getting the Agreements finalized and executed at its ownership level. Notwithstanding the foregoing, T-Mobile is current on its annual payments.

*To: COB - 11-17-16 (3)
Ver. - 1
Pg. - 28 Addendum*

Procure Dept 11/17/16 11:08:45

NOV 17 2016 11:08:45 AM AFS

Original Information

Document Type: CTN Department Code: IT Contract Number (i.e., 15-123): 17*0100

Effective Date: 11/3/2015 Termination Date: 11/2/2020 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ -0- Revenue Amount: \$ 522,172.14

Funding Source(s): Not Applicable.

Cost to Pima County General Fund: Not Applicable.

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

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

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Michael D. Stofko

Department: Real Property Services Telephone: 520-724-6667

Department Director Signature/Date: [Signature]

Deputy County Administrator Signature/Date: [Signature] 11/15/16

County Administrator Signature/Date: [Signature] 11/16/16
(Required for Board Agenda/Addendum Items)

CONTRACT
NO. <u>CTN-IT-17-100</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.



**PIMA COUNTY
LICENSE**

**MASTER AGREEMENT
FOR WIRELESS COMMUNICATIONS FACILITIES**

THIS MASTER AGREEMENT (the "Agreement") is entered into between Pima County ("Licensor"), a political subdivision of the State of Arizona, and T-Mobile West LLC, a Delaware limited liability company, (together with its successors and assigns, "Licensee"), and shall be effective November 3, 2015. Licensor and Licensee are sometimes referred to herein collectively as the "Parties"

RECITALS

Licensor and VoiceStream PCS Corporation, a Delaware corporation, entered into a Non-Exclusive Right-of-Way Use License ("the 2005 License") dated August 29, 2005. The 2005 License was assigned Contract No. 12-14-V-136982-0805 and reassigned to CTN-IT-CMS136982. T-Mobile West Corporation subsequently succeeded to the interests of VoiceStream PCS Corporation. Licensee and Licensor entered into a License Amendment effective April 17, 2007, which assigned interest to the 2005 Licensee and changed address assignments for site locations on Exhibit A of the 2005 License. The License Amendment was recorded on April 20, 2007, in Docket 13038, Page 280, in the office of the Pima County, Arizona, Recorder. The 2005 License had two other amendments, with effective dates of August 29, 2010 and August 29, 2015, respectively, with the most recent amendment extending the term of the 2005 License through November 2, 2015.

Licensor and VoiceStream PCS III Corporation, a Delaware corporation, entered into a Non-Exclusive Right-of-Way Use License ("the 2000 License") dated November 3, 2000. T-Mobile West Corporation subsequently succeeded to the interests of VoiceStream PCS III Corporation. Licensee and Licensor entered into a License Amendment effective November 3, 2005, which assigned interest in the 2000 License to T-Mobile West Corporation. The 2000 License was assigned contract #12-14-V-140046-1100, then reassigned to CTN-IT-CMS140046. A Second Amendment effective November 3, 2010 extended the term of the 2000 License through

November 2, 2015. A Third Amendment effective November 3, 2014 reassigned the 2000 License to #CTN-IT-1500000000000000048, deleted Site PH20893 and amended the fee schedule of the 2000 License accordingly.

T-Mobile West Corporation subsequently converted to T-Mobile West LLC, a Delaware limited liability company with notice filed in the state of Delaware on June 25, 2012, and filed with the Arizona Corporation Commission on July 12, 2012 (ACC File #R17749083).

With this Agreement, the Parties desire to consolidate the 2000 License and the 2005 License into one agreement and to extend the term of the consolidated licenses for an additional five year period, through November 2, 2020.

1. Master Agreement. This Agreement sets forth the terms and conditions under which Licensor may grant right-of-way sites to Licensee. This Agreement does not obligate Licensor to license any right-of-way site. The licensing of specific right-of-way sites will be governed by the terms of a Site-Specific Supplemental Agreement (an "SSA") in the form attached to this Agreement as Exhibit A which will be effective upon execution by both Parties. Licensor's Chief Information Officer is authorized to execute amendments to SSAs pursuant to this Agreement on behalf of Licensor in those situations where the Licensee's sole purpose is to exchange equipment at an existing site (Exhibit B). The Parties agree that such exchange of equipment shall not require Licensor's consent and that the amendment shall be for the purpose of documenting modifications to the equipment. All other conditions will require endorsement by the Pima County Board of Supervisors or the Procurement Director. Any modifications to this Agreement shall be made only pursuant to Section 26.

2. Site-Specific Supplemental Agreements. The Parties hereby acknowledge that Licensor granted Licensee certain rights pursuant to either the 2000 License or the 2005 License for each of the sites listed in Exhibit C, attached hereto and incorporated herein (collectively, the "Existing Sites"). Concurrent with execution of this Agreement, the Parties shall execute an SSA for each of the Existing Sites to permit Licensee's continued use of the Existing Sites. Upon execution of an SSA by both Parties, Licensor will have granted Licensee a license to use that site. Each SSA sets forth the terms and conditions that will apply to the license and will incorporate the terms and conditions of this Agreement. In the event of any conflict or inconsistency between this Agreement and the terms and conditions set forth in an SSA, the terms and conditions of the SSA shall govern for the specific right-of-way site identified in such SSA. Any modifications to SSAs shall be made only pursuant to Section 26.

3. Hold Harmless. All costs associated with this Agreement and any SSA issued pursuant hereto shall be at the sole expense of Licensee. Licensee assumes responsibility and liability for any injury or damage to the licensed right-of-way, or to any person while using the licensed right-of-way, arising out of this Agreement or any SSA issued pursuant hereto. To the fullest extent allowed by law, Licensee shall indemnify, defend, and hold harmless Licensor and its governing body, officers, departments, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of this Agreement or any SSA issued pursuant hereto, which are attributed, in whole or in part, to any act or omission of the Licensee, its agents, its employees, or anyone acting under its

direction or control, or on its behalf. If Licensor is sued in any court by any person, firm, association, or corporation to recover damages for injuries or death to person or property on account of the construction, installation, operation, maintenance, repair, or replacement of facilities of Licensee, Licensee shall defend all such suits and pay any resulting final judgments, and shall, at the option of Licensor, be made a party to any such court proceeding. This provision shall not bar Licensee from claiming contribution for such injuries, death, damages, and/or defense costs after, and to the extent Licensor is found liable by a court of competent jurisdiction for such damages, injuries, or death by reason of acts or omissions of Licensor or its employees, servants, or agents. This indemnity shall survive the termination of this Agreement.

4. Insurance. Prior to engaging in any construction or other activity in any public right-of-way, the Licensee shall obtain a \$5,000,000 commercial general liability, with products and completed operations insurance in the policy naming the County as Additional Insured. Coverage to include 'separation of insureds' and should have no exclusion as respects to underground property damage. Limits of coverage may be satisfied through the combination of primary and excess and/or umbrella policies.

The policy shall be maintained throughout the term of this Agreement by the Licensee or the Licensee's assignees; the Agreement shall terminate if the insurance lapses. A certificate of insurance shall be supplied to the County with the stipulation that the insurance company shall notify the County in writing of any intent to cancel the liability insurance. This notification shall be required no less than thirty (30) days prior to cancellation and the Licensee shall remove any of its facilities and/or equipment from the public right-of-way, at its own expense, within thirty (30) days of notification.

The Licensee's insurance shall be primary insurance and the County's insurance shall be considered non-contributory.

5. Renewal Application Fee. Pursuant to A.R.S. § 9-582 (A) (2), Licensee shall pay Licensor a renewal application fee in the amount of \$1,700.00 (Ordinance No. 2004-19, Section 1. k.). Payment of this fee is due no later than the date that is forty-five (45) days from full execution date of this Agreement.

6. Annual Fee. Licensee shall pay annual fees to Licensor as set forth in individual SSAs. Payments shall be due as stipulated in each SSA. Fees are subject to annual five percent (5%) escalation.

If payment is not received within thirty (30) days of the due date, Licensee shall pay interest (simple interest, not compounded) on the past due license fee amount or any other sum due under this Agreement at the rate of ten percent (10%) per annum as allowed by A.R.S §44-1201. Interest shall be calculated from the date due until paid.

7. Term. This Agreement is effective November 3, 2015 and will remain in effect through November 2, 2020. This Agreement is renewable for successive five-year terms upon mutual agreement of both Parties. This Agreement or any SSA issued pursuant hereto may be terminated or revoked by Licensor upon written notice to Licensee executed by the Chief

Information Officer of the Pima County Information Technology Department and the refund to Licensee of a prorated portion of any applicable license fee. The expiration or other termination of this Agreement will also terminate any SSAs issued pursuant hereto. Upon receipt of written notice from Licensor that this Agreement or any SSA issued pursuant hereto is terminated or revoked, Licensee shall remove its facility from the right-of-way at no expense to Licensor, and to the satisfaction of Licensor, within ninety (90) days. Licensee shall restore the right-of-way to the pre-Agreement condition or as may be mutually agreed upon.

8. Licensee Has No Interest or Estate. Licensee agrees that it has no claim, interest, or estate at any time in the right-of-way by virtue of this Agreement or any SSA issued pursuant hereto. Upon expiration, termination or revocation of this Agreement or any SSA issued pursuant hereto, Licensee shall have no right of entry upon the right-of-way.

9. No Exclusive Right. Nothing in this Agreement shall be construed to grant Licensee an exclusive right to erect and maintain its facilities in the public right-of-way. Facilities of Licensee shall be erected so as not to interfere with the reasonable use of the public right-of-way. The location of facilities of Licensee shall not be a vested interest, and its facilities shall be removed or relocated by Licensee at Licensee's sole cost and expense whenever they restrict or obstruct the use or location, or any future use or location, of the public right-of-way or of facilities of Licensor, or the use thereof by the public.

10. Removal of Facility; Performance Bond. Nothing in this Agreement or any SSA issued pursuant hereto shall be construed to prevent Licensor from abandoning, altering, improving, repairing, or maintaining facilities of Licensor or the public right-of-way and, for that purpose, requiring Licensee at its own expense to remove, relocate, or abandon in place Licensee's facilities to accommodate the activities of Licensor. Upon termination of this Agreement or any SSA issued pursuant hereto for any reason or in the event partial or total removal of any facility becomes necessary for any purpose, Licensee shall promptly remove the facility at its sole cost and expense. In this event, Licensee shall not seek compensation or financial reimbursement for costs associated with the removal or relocation of the facility. In the event the facility is not promptly removed by Licensee, Licensor shall have the right to remove the facility. To secure its obligation herein, Licensee shall provide a performance bond in the amount of Five Thousand Dollars (\$5,000.00). Licensor shall be entitled to the bond proceeds in the event Licensee fails to remove any facility promptly upon reasonable notice and Licensor removes the facility. The bond shall be maintained throughout the term of this Agreement or any SSA issued pursuant hereto. If evidence of a renewal of the bond is not provided to Licensor thirty (30) days prior to the bond's expiration, this Agreement or any SSA issued pursuant hereto shall automatically terminate and the bond shall become payable. This Agreement or any SSA issued pursuant hereto shall become null and void if the bond lapses.

11. Damage to or Destruction of Facilities. Licensor shall not be liable for lost revenues sustained by Licensee because of damage, modification, or alteration to, or destruction of, its facilities in the public right-of-way when such costs or lost revenues result from construction, operation, and maintenance of facilities of Licensor in the public right-of-way, provided the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations.

12. Conflict of Interest. This Agreement is subject to A.R.S. section 38-511, which provides for cancellation of contracts by Licensor for certain conflicts of interest, and which is incorporated herein as if set forth fully in relevant part.

13. County Permits; No Authorization for Wrongdoing. This Agreement or any SSA issued pursuant hereto does not constitute a County permit for right-of-way use. Nothing in this Agreement or any SSA issued pursuant hereto relieves Licensee from its duty to obtain all applicable permits for right-of-way use from the appropriate County departments and the Pima County Flood Control District. Licensee shall construct its proposed facilities in accordance with the plans submitted to Licensor with the application for any SSA. Licensor review or approval of plans or specifications, or issuance of a permit for an activity or an installation, construction, or location of a facility of Licensee, or the failure of Licensor to direct Licensee to take any precautions or make any changes or to refrain from doing anything, shall not be construed to be an authorization for or approval of any violation of an industry standard pertaining to the location or construction of a utility facility in a public right-of-way. No review, approval or permit presuming to give such authority, shall relieve Licensee of its obligations under this Agreement or any SSA issued pursuant hereto regarding the location and construction of facilities. The failure of Licensor to direct Licensee to take any precautions or make any changes or to refrain from doing anything, shall not excuse Licensee from its responsibilities hereunder to Licensor or others for injury to persons or damage to property.

14. Licensor Participation in Suit, Action or Proceeding. Licensor shall have the right at all times to take part in any suit, action, or proceeding instituted by or against Licensee (a) in which any judgment or decree can be rendered foreclosing any lien on any of Licensee's facilities situated within the public right-of-way, (b) seeking to enjoin, restrain, or in any manner interfere with Licensee in the performance or observance by it of any of the terms or conditions of this Agreement or any SSA issued pursuant hereto, or any regulation, notice or direction of Licensor in such connection, (c) affecting the rights, powers or duties of Licensee to do or not to do anything which by this Agreement or any SSA issued pursuant hereto it may be required to do or not to do, or (d) which involves or might involve the constitutionality, validity, or enforcement of this Agreement or any SSA issued pursuant hereto. Licensor may take such steps relating to the suit, action, or proceeding as Licensor may deem necessary or advisable to protect the interests of Licensor or the public interest.

15. Compliance with Highway Safety. Construction of facilities shall not interfere with the safety of the traveling public or the authorized public use of the right-of-way, and may not otherwise interfere with the general health, safety, and welfare of the citizens of Pima County. Once constructed, Licensee shall maintain its facilities at Licensee's sole cost and expense so as not to interfere with safe sight distance or safe travel along the right-of-way.

16. Location and Construction Standards. The location and construction of facilities in the public right-of-way shall conform to applicable industry standards then in effect and as may be directed by Licensor in order not to interfere with a planned future use of the public right-of-way by Licensor. All facilities of Licensee shall be located so as to cause minimum interference with the proper use of the public right-of-way, and to cause minimum interference with the rights and

reasonable convenience of property owners whose property is adjacent to the public right-of-way.

17. Barriers and Signs. Any opening or obstruction in the public right-of-way made by Licensee in the course of the construction, maintenance, operation, repair, replacement, or removal of facilities shall be guarded and protected at all times by the placement of adequate barriers, the bounds of which during periods of dusk and darkness shall be clearly designated by warning lights. Any work performed by Licensee along a public highway open for travel shall be properly signed and marked with warning and directional devices in accordance with A.R.S. section 28-650 and the "ADOT Construction Manual", Arizona Department of Transportation, Chapter 7 Traffic Control Facilities, January, 2005, as amended now and in the future.

18. Inspection Charge. Licensor, if it deems it necessary, may inspect any construction, operation, and maintenance by Licensee in the public right-of-way to ensure proper performance of this Agreement or any SSA issued pursuant hereto and conformance with applicable federal, state, and county laws, ordinances, and regulations, and Licensor may make a reasonable charge for such inspection, provided such charge is lawfully adopted and uniformly imposed and collected for such inspections from other utilities or persons similarly situated to Licensee.

19. Care and Restoration of County Roadway or Facilities. In the construction, maintenance, repair, and operation of its facilities, Licensee shall not alter the direction, surface, grade, or alignment of the County roadway. Licensee shall use all necessary care to avoid doing or permitting to be done any damage, disturbance, alteration, or modification to the facilities of Licensor. If Licensee shall do or permit to be done any damage, disturbance, alteration, or modification, Licensee, at its expense and in a manner approved by Licensor's Engineer, and to the satisfaction of Licensor, shall restore the roadway or facilities to the condition in which they were before being damaged, disturbed, altered, or modified, and shall also be liable to Licensor or others for any other damages that may accrue because of said damage, disturbance, alteration, or modification. The restoration shall be initiated promptly and completed expeditiously in recognition of the duty of Licensee to give the restoration, repair, or replacement of Licensor's roadway or facilities priority over any non-emergency activities of Licensee.

20. Compliance; Assent to Legality. Licensee shall conform to and abide by and perform all the conditions, provisions, requirements, and limitations in this Agreement or any SSA issued pursuant hereto. Licensee shall be subject to all County ordinances and regulations now in force or that hereafter may be lawfully adopted, including all ordinances and regulations relating to the physical use of public rights-of-way by utilities. Licensee shall not set up as against Licensor any claim that the provisions of this Agreement or any SSA issued pursuant hereto or any applicable County ordinance or regulation now lawfully in force are unreasonable, arbitrary, or void.

21. Non-Exclusivity. This Agreement or any SSA issued pursuant hereto and the privileges granted therein shall not be exclusive, and Licensor expressly reserves the right to grant, from time to time, similar agreements licenses and privileges over the same rights-of-way to any other person, firm, or corporation.

22. Approval for Sale, Assignment or Transfer. Licensee shall not lease the total capacity of its system or network, sell or license the use of its facilities, or otherwise transfer or assign any rights or obligations under this Agreement or any SSA issued pursuant hereto to another entity unless Licensor first gives its written approval, which approval shall not be unreasonably withheld. This prohibition shall not apply to assignments made or security interests granted by Licensee solely for the purpose of securing financing. This prohibition also shall not apply in the event that the Agreement or any SSA issued pursuant hereto is transferred, assigned, or sold to an interest completely affiliated with Licensee. Licensee shall, however, provide at least thirty (30) days' advance notice of any such affiliate transfer, assignment, or sale. Licensor shall have discretion to review the financial, technical, and operational qualifications of any entity acquiring this Agreement or any SSA issued pursuant hereto by any transfer, assignment, or sale. If Licensor fails to give any written or verbal disapproval within forty-five (45) days of receiving a request from Licensee for approval of Licensee's transfer or assignment of rights or obligations under this Agreement or any SSA issued pursuant hereto, Licensor shall be deemed to have consented to the transaction.

23. Future Regulation. All rights hereunder are granted under the express condition that the Pima County Board of Supervisors shall have the power at any time, in accordance with applicable law, to impose such restrictions and limitations, and to make such regulations as to the physical use of said right-of-way by Licensee as may be deemed best for the public safety or welfare.

24. Notices. All notices, requests, demands, and communications under this Agreement or any SSA issued pursuant hereto will be given by first-class, certified, or registered mail, return-receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused, or returned undelivered. Notices will be addressed to the Parties as follows:

If to Licensee: T-Mobile West LLC
12920 SE 38th St
Bellevue, WA 98006
Attn: Property Management

If to Licensor: Pima County Government
Information Technology Department
Attn: Contract Administrator
150 West Congress, 6th Floor
Tucson, AZ 85701
Phone: 520-724-8113
Email: contract.administrator@pima.gov

With payment to: Pima County Revenue Management
130 W Congress
Mail Stop: DT-BAB6-404
Tucson, AZ 85701

Either party hereto may change the place for the giving of notice to it by giving thirty (30) days' prior written notice to the other as provided herein.

25. Non-Discrimination. Licensee agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors.** During the performance of this Agreement or any SSA issued pursuant hereto, Licensee shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

26. Modifications -- Any addition, variation, or modification to this Agreement or to any SSA issued pursuant hereto shall be void and ineffective unless made in writing and signed by an authorized representative of each party.

27. Authority To Sign -- Licensee represents that the individual signing this Agreement or any SSA issued pursuant hereto on behalf of Licensee presently has and shall maintain full authority to enter into this Agreement or any SSA issued pursuant hereto and to bind and obligate Licensee to the terms, rights, and obligations under this Agreement or any SSA issued pursuant hereto.


(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Agreement on the dates written below.

PIMA COUNTY:

LICENSEE:

Chair, Board of Supervisors



Authorized Agent
T-Mobile West LLC

Date

Name: ^{James B. Walther}
Director, Engineering Network Operations

10/5/2016

Date

ATTEST:

Clerk of the Board of Supervisors

T-Mobile Legal Approval By:

Date


Name: Kelly Durham 10/11/16

INFORMATION TECHNOLOGY DEPARTMENT:



Jesse Rodriguez, Chief Information Officer

10-18-16

Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

10/17/16

Date

**EXHIBIT A
SITE-SPECIFIC SUPPLEMENTAL AGREEMENT
TO MASTER AGREEMENT
RIGHT-OF-WAY USE LICENSE
FOR WIRELESS COMMUNICATIONS FACILITIES**

This Site-specific Supplemental Agreement is made by and between Pima County (“Licensor”), a political subdivision of the State of Arizona, T-Mobile West LLC, a Delaware limited liability company (“Licensee”), referred to collectively as the “Parties”, pursuant and subject to the Master Agreement Right-of-Way Use License for Wireless Communications Facilities entered into by the Parties effective November 3, 2015.

RIGHT-OF-WAY LOCATION/ADDRESS

DESCRIPTION OF WIRELESS COMMUNICATIONS FACILITIES

LICENSE FEE SCHEDULE

Annual Payment due on (month/day) of each year

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Site-Specific Supplemental Agreement on the dates written below.

PIMA COUNTY:

LICENSEE:

Chair, Board of Supervisors

Authorized Agent
T-Mobile West LLC

Date

Name and Title (Please Print)

Date

ATTEST:

Clerk of the Board of Supervisors

Date

INFORMATION TECHNOLOGY DEPARTMENT:

Jesse Rodriguez, Chief Information Officer

Date

APPROVED AS TO FORM:

Tobin Rosen, Deputy County Attorney

Date

EXHIBIT B
REVISED SITE-SPECIFIC SUPPLEMENTAL AGREEMENT
TO MASTER AGREEMENT
RIGHT-OF-WAY USE LICENSE
FOR WIRELESS COMMUNICATIONS FACILITIES

This Revised Site-specific Supplemental Agreement is made by and between Pima County (“Licensor”), a political subdivision of the State of Arizona, and T-Mobile West LLC, a Delaware Limited Liability Company (“Licensee”), referred to collectively as the “Parties”, pursuant and subject to the Master Agreement Right-of-Way Use License for Wireless Communications Facilities entered into by the Parties effective November 3, 2015.

RIGHT-OF-WAY LOCATION/ADDRESS

DESCRIPTION OF NEW EQUIPMENT

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Revised Site-Specific Supplemental Agreement on the dates written below.

LICENSOR:

LICENSEE:

Jesse Rodriguez, Chief Information Officer

Authorized Agent
T-Mobile West LLC

Date

Name and Title (Please Print)

Date

EXHIBIT C

LIST OF EXISTING SITES

Existing Sites from 2000 License:

PH 20896A	6756 E. Sunrise Drive, Tucson, Arizona
PH10871B	3588 N. Sabino Canyon, Tucson, Arizona

Existing Sites from 2005 License:

PH35300A	5465 Northridge Drive, Tucson, Arizona
PH35301A	6507 N. Calle Padre Filipe, Tucson, Arizona
PH35303A	4954 Hacienda Del Sol Road, Tucson, Arizona
PH35304A	4975 N. Calle Bendita, Tucson, Arizona
PH35306A	4010 N. Craycroft Road, Tucson, Arizona

**SITE-SPECIFIC SUPPLEMENTAL AGREEMENT #1
TO MASTER AGREEMENT
RIGHT-OF-WAY USE LICENSE
FOR WIRELESS COMMUNICATIONS FACILITIES**

This Site-specific Supplemental Agreement is made by and between Pima County (“Licensor”), a political subdivision of the State of Arizona, and T-Mobile West LLC, a Delaware limited liability company, successor-in-interest to VoiceStream PCS Corporation (together with its successors and assigns, “Licensee”), referred to collectively as the “Parties”, pursuant and subject to the Master Agreement for Wireless Communications Facilities entered into by the parties effective November 3, 2015.

RIGHT-OF-WAY LOCATION/ADDRESS

3588 N. Sabino Canyon Drive, Tucson, AZ 85750
T-Mobile Site Name: TEP: pole NE of River
T-Mobile Site Number: PH10871B (co-location)

DESCRIPTION OF WIRELESS COMMUNICATIONS FACILITIES

Three (3) antennas (1 per sector, 3 sectors total) on TEP power pole (90’-0” H); one (1) GPS antenna; concrete pad (8’0” x 12’0”); three (3) equipment cabinets; brick and chain link fence surrounding compound (20’ x 12’).

LICENSE FEE SCHEDULE

Annual Payment due on November 3rd of each year

11/03/2015-11/02/2016	\$	10,500.00
11/03/2016-11/02/2017	\$	11,025.00
11/03/2017-11/02/2018	\$	11,576.25
11/03/2018-11/02/2019	\$	12,155.06
11/03/2019-11/02/2020	\$	12,762.81

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Site-Specific Supplemental Agreement on the dates written below.

PIMA COUNTY:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors

Date

INFORMATION TECHNOLOGY DEPARTMENT:



Jesse Rodriguez, Chief Information Officer

10/18/16

Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

10/17/16

Date

LICENSEE:




Authorized Agent
T-Mobile West LLC
James B. Walther
Director, Engineering Network Operations

Name and Title (Please Print)

10/5/2016

Date

T-Mobile Legal Approval By:



Name: Kelly Dunham 10/11/16

**SITE-SPECIFIC SUPPLEMENTAL AGREEMENT #2
TO MASTER AGREEMENT
RIGHT-OF-WAY USE LICENSE
FOR WIRELESS COMMUNICATIONS FACILITIES**

This Site-specific Supplemental Agreement is made by and between Pima County (“Licensor”), a political subdivision of the State of Arizona, and T-Mobile West LLC, a Delaware limited liability company, successor-in-interest to VoiceStream PCS Corporation (together with its successors and assigns, “Licensee”), referred to collectively as the “Parties”, pursuant and subject to the Master Agreement for Wireless Communications Facilities entered into by the parties effective November 3, 2015.

RIGHT-OF-WAY LOCATION/ADDRESS

6756 E Sunrise Drive, Tucson, AZ 85750
T-Mobile Site Name: Pima Pole 2
T-Mobile Site Number: PH20896A (Single Use)

DESCRIPTION OF WIRELESS COMMUNICATIONS FACILITIES

Two (2) panel antennas (1 per sector, 2 sectors total) on 33’ wood pole located west of Kolb Road on south side of Sunrise Drive; A/C unit, electric meter, and cabinet mounted at base of pole.

LICENSE FEE SCHEDULE

Annual Payment due on November 3rd of each year

11/03/2015-11/02/2016	\$	21,000.00
11/03/2016-11/02/2017	\$	22,050.00
11/03/2017-11/02/2018	\$	23,152.50
11/03/2018-11/02/2019	\$	24,310.13
11/03/2019-11/02/2020	\$	25,525.64

T-Mobile SSA #2
6756 E Sunrise Dr
PH20896A (Single Use)

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Site-Specific Supplemental Agreement on the dates written below.

PIMA COUNTY:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors

Date

INFORMATION TECHNOLOGY DEPARTMENT:



Jesse Rodriguez, Chief Information Officer

10/18/16

Date

APPROVED AS TO FORM:

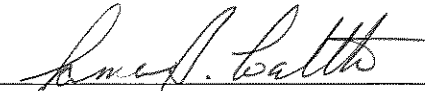


Tobin Rosen, Deputy County Attorney

10/17/16

Date

LICENSEE:



Authorized Agent
T-Mobile West LLC
James B. Walther
Director, Engineering Network Operations

Name and Title (Please Print)

10/15/2016

Date

T-Mobile Legal Approval By.


Name: Kelly Dunham 10/15/16

**SITE-SPECIFIC SUPPLEMENTAL AGREEMENT #3
TO MASTER AGREEMENT
RIGHT-OF-WAY USE LICENSE
FOR WIRELESS COMMUNICATIONS FACILITIES**

This Site-specific Supplemental Agreement is made by and between Pima County (“Licensor”), a political subdivision of the State of Arizona, and T-Mobile West LLC, a Delaware limited liability company, successor-in-interest to VoiceStream PCS Corporation (together with its successors and assigns, “Licensee”), referred to collectively as the “Parties”, pursuant and subject to the Master Agreement for Wireless Communications Facilities entered into by the parties effective November 3, 2015.

RIGHT-OF-WAY LOCATION/ADDRESS

5465 Northridge Drive, Tucson, AZ 85718
T-Mobile Site Name: M_Via Entrada_TEP1
T-Mobile Site Number: PH35300A (Co-Location)

DESCRIPTION OF WIRELESS COMMUNICATIONS FACILITIES

Three (3) antennas contained within one 60” canister mounted at a rad center of 42’0” on TEP steel power pole (45’-0” H); one cabinet and four amplifiers mounted at base of pole.

LICENSE FEE SCHEDULE

Annual Payment due on November 3rd of each year

11/03/2015-11/02/2016	\$	10,500.00
11/03/2016-11/02/2017	\$	11,025.00
11/03/2017-11/02/2018	\$	11,576.25
11/03/2018-11/02/2019	\$	12,155.06
11/03/2019-11/02/2020	\$	12,762.81

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Site-Specific Supplemental Agreement on the dates written below.

PIMA COUNTY:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors

Date

LICENSEE:



Authorized Agent
T-Mobile West LLC

James B. Walther
Director, Engineering Network Operations

Name and Title (Please Print)

10/5/2016

Date

T-Mobile Legal Approval by



Name: Kelly Dunham 10/1/16

INFORMATION TECHNOLOGY DEPARTMENT:




Jesse Rodriguez, Chief Information Officer

10/18/16

Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

10/17/16

Date

**SITE-SPECIFIC SUPPLEMENTAL AGREEMENT #4
TO MASTER AGREEMENT
RIGHT-OF-WAY USE LICENSE
FOR WIRELESS COMMUNICATIONS FACILITIES**

This Site-specific Supplemental Agreement is made by and between Pima County (“Licensor”), a political subdivision of the State of Arizona, and T-Mobile West LLC, a Delaware limited liability company, successor-in-interest to VoiceStream PCS Corporation (together with its successors and assigns, “Licensee”), referred to collectively as the “Parties”, pursuant and subject to the Master Agreement for Wireless Communications Facilities entered into by the parties effective November 3, 2015.

RIGHT-OF-WAY LOCATION/ADDRESS

6507 N. Calle Padre Filipe, Tucson, AZ 85718
T-Mobile Site Name: M_Orange Grove_TEP2
T-Mobile Site Number: PH35301A (Co-Location)

DESCRIPTION OF WIRELESS COMMUNICATIONS FACILITIES

Three (3) antennas contained within one 60” canister mounted at a rad center of 42’0” on TEP steel power pole (46’-0” H); one cabinet and four amplifiers mounted at base of pole.

LICENSE FEE SCHEDULE

Annual Payment due on November 3rd of each year

11/03/2015-11/02/2016	\$	10,500.00
11/03/2016-11/02/2017	\$	11,025.00
11/03/2017-11/02/2018	\$	11,576.25
11/03/2018-11/02/2019	\$	12,155.06
11/03/2019-11/02/2020	\$	12,762.81

T-Mobile SSA #4
6540 N Calle Padre Filipe
PH35301A (Co-Location)

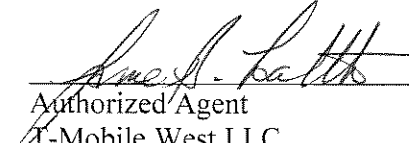
IN WITNESS WHEREOF, the Parties have affixed their signatures to this Site-Specific Supplemental Agreement on the dates written below.

PIMA COUNTY:

Chair, Board of Supervisors

Date

LICENSEE:



Authorized Agent
T-Mobile West LLC
James B. Walther
Director, Engineering Network Operations

Name and Title (Please Print)

10/5/2016

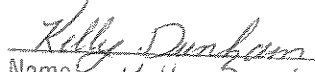
Date

ATTEST:

Clerk of the Board of Supervisors

Date

T-Mobile Legal Approval By:



Name: Kelly Dunham 10/11/16

INFORMATION TECHNOLOGY DEPARTMENT:



Jesse Rodriguez, Chief Information Officer

10/18/16

Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

10/17/16

Date

**SITE-SPECIFIC SUPPLEMENTAL AGREEMENT #5
TO MASTER AGREEMENT
RIGHT-OF-WAY USE LICENSE
FOR WIRELESS COMMUNICATIONS FACILITIES**

This Site-specific Supplemental Agreement is made by and between Pima County (“Licensor”), a political subdivision of the State of Arizona, and T-Mobile West LLC, a Delaware limited liability company, successor-in-interest to VoiceStream PCS Corporation (together with its successors and assigns, “Licensee”), referred to collectively as the “Parties”, pursuant and subject to the Master Agreement for Wireless Communications Facilities entered into by the parties effective November 3, 2015.

RIGHT-OF-WAY LOCATION/ADDRESS

4954 Hacienda Del Sol Road, Tucson, AZ 85718
T-Mobile Site Name: M_Entrada Del Sol_TEP4
T-Mobile Site Number: PH35303A (Co-Location)

DESCRIPTION OF WIRELESS COMMUNICATIONS FACILITIES

Three (3) antennas contained within one 57” canister mounted at a rad center of 41’10” on TEP steel power pole (45’-0” H); one cabinet and four amplifiers mounted at base of pole.

LICENSE FEE SCHEDULE

Annual Payment due on November 3rd of each year

11/03/2015-11/02/2016	\$	10,500.00
11/03/2016-11/02/2017	\$	11,025.00
11/03/2017-11/02/2018	\$	11,576.25
11/03/2018-11/02/2019	\$	12,155.06
11/03/2019-11/02/2020	\$	12,762.81

T-Mobile SSA #5
4954 Hacienda del Sol
PH35303A (Co-Location)

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Site-Specific Supplemental Agreement on the dates written below.

PIMA COUNTY:

Chair, Board of Supervisors

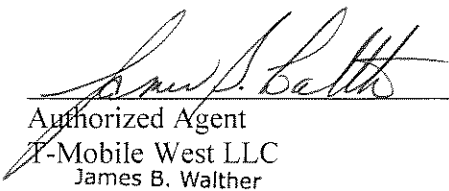
Date

ATTEST:

Clerk of the Board of Supervisors

Date

LICENSEE:



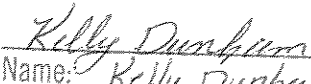
Authorized Agent
T-Mobile West LLC
James B. Walther
Director, Engineering Network Operations

Name and Title (Please Print)

10/5/2016

Date

T-Mobile Legal Approval By:


Name: Kelly Durham 10/11/16

INFORMATION TECHNOLOGY DEPARTMENT:

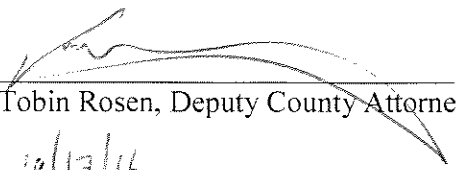


Jesse Rodriguez, Chief Information Officer

10/18/16

Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

10/17/16

Date

**SITE-SPECIFIC SUPPLEMENTAL AGREEMENT #6
TO MASTER AGREEMENT
RIGHT-OF-WAY USE LICENSE
FOR WIRELESS COMMUNICATIONS FACILITIES**

This Site-specific Supplemental Agreement is made by and between Pima County (“Licensor”), a political subdivision of the State of Arizona, and T-Mobile West LLC, a Delaware limited liability company, successor-in-interest to VoiceStream PCS Corporation (together with its successors and assigns, “Licensee”), referred to collectively as the “Parties”, pursuant and subject to the Master Agreement for Wireless Communications Facilities entered into by the parties effective November 3, 2015.

RIGHT-OF-WAY LOCATION/ADDRESS

4975 N. Calle Bendita, Tucson, AZ 85718
T-Mobile Site Name: M_Calle Barrill_TEP5
T-Mobile Site Number: PH35304A (Co-Location)

DESCRIPTION OF WIRELESS COMMUNICATIONS FACILITIES

Three (3) antennas contained within one 60” canister mounted at a rad center of 42’0” on TEP steel power pole (45’-0” H); one cabinet and four amplifiers mounted at base of pole.

LICENSE FEE SCHEDULE

Annual Payment due on November 3rd of each year

11/03/2015-11/02/2016	\$	10,500.00
11/03/2016-11/02/2017	\$	11,025.00
11/03/2017-11/02/2018	\$	11,576.25
11/03/2018-11/02/2019	\$	12,155.06
11/03/2019-11/02/2020	\$	12,762.81

T-Mobile SSA #6
4975 N Calle Bendita
PH35304A (Co-Location)

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Site-Specific Supplemental Agreement on the dates written below.

PIMA COUNTY:

Chair, Board of Supervisors

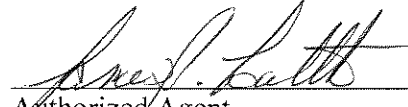
Date

ATTEST:

Clerk of the Board of Supervisors

Date

LICENSEE:




Authorized Agent
T-Mobile West, LLC
Director, Engineering Network Operations

Name and Title (Please Print)

10/5/2016

Date

T-Mobile Legal Approval By:



Name: Kelly Dunham 10/11/16

INFORMATION TECHNOLOGY DEPARTMENT:

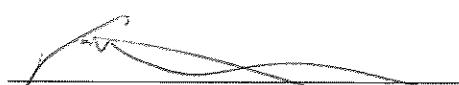


Jesse Rodriguez, Chief Information Officer

10/11/16

Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

10/17/16

Date

**SITE-SPECIFIC SUPPLEMENTAL AGREEMENT #7
TO MASTER AGREEMENT
RIGHT-OF-WAY USE LICENSE
FOR WIRELESS COMMUNICATIONS FACILITIES**

This Site-specific Supplemental Agreement is made by and between Pima County (“Licensor”), a political subdivision of the State of Arizona, and T-Mobile West LLC, a Delaware limited liability company, successor-in-interest to VoiceStream PCS Corporation (together with its successors and assigns, “Licensee”), referred to collectively as the “Parties”, pursuant and subject to the Master Agreement for Wireless Communications Facilities entered into by the parties effective November 3, 2015.

RIGHT-OF-WAY LOCATION/ADDRESS

4010 N. Craycroft Road, Tucson, AZ 85718
T-Mobile Site Name: Craycroft @River
T-Mobile Site Number: PH35306A (Single Use)

DESCRIPTION OF WIRELESS COMMUNICATIONS FACILITIES

Three (3) antenna contained within one 57” canister mounted on top of wooden pole (63’-0” H); four cabinets mounted at base of pole.

LICENSE FEE SCHEDULE

Annual Payment due on November 3rd of each year

11/03/2015-11/02/2016	\$	21,000.00
11/03/2016-11/02/2017	\$	22,050.00
11/03/2017-11/02/2018	\$	23,152.50
11/03/2018-11/02/2019	\$	24,310.13
11/03/2019-11/02/2020	\$	25,525.64

T-Mobile SSA #7
4100 N Craycroft Road
PH35306A (Single Use)

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Site-Specific Supplemental Agreement on the dates written below.

PIMA COUNTY:

Chair, Board of Supervisors

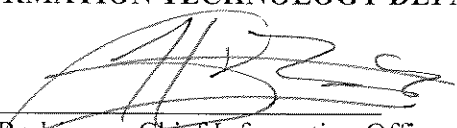
Date

ATTEST:

Clerk of the Board of Supervisors

Date


INFORMATION TECHNOLOGY DEPARTMENT:



Jesse Rodriguez, Chief Information Officer

10/18/16
Date

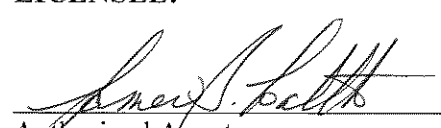
APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

10/17/16
Date

LICENSEE:



Authorized Agent
T-Mobile West LLC

James B. Walther
Director, Engineering Network Operations

Name and Title (Please Print)

10/5/2016
Date

T-Mobile Legal Approval By:



Name: Kelly Dunham 10/11/16