



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 10/03/2023

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Cellco Partnership, d/b/a Verizon Wireless

***Project Title/Description:**

Master Agreement and Site Specific Agreement for Wireless Communications Facilities

***Purpose:**

Pima County previously entered into a Master Agreement ("MA") and six (6) Site Specific Agreements ("SSA") with Cellco Partnership ("Cellco") that will expire as of May 2025. Pima County is in the process of selling an easement that includes the existing Cellco locations and the previous MA and SSA's will no longer be in force and effect after the sale is completed. This requested Cellco MA and SSA is required due to the timing of the on-going current sale of the previously approved MA and six (6) SSA's. This MA will permit Cellco to add future additional locations within the Pima County right-of-way subject to staff approval and provide for modifications to the approved wireless communications equipment with approval from the Director of Information Technology Department without having to return to the Board for additional approvals. This SSA identifies the specific site location and wireless communication improvements to be placed within the right-of-way. Lic-0354

***Procurement Method:**

Exempt pursuant to Pima County Code Section 11.04.020.

***Program Goals/Predicted Outcomes:**

To stipulate the terms and conditions under which Cellco may install, operate and maintain wireless communications facilities within Pima County right-of-way via the subject MA and SSA.

***Public Benefit:**

To provide wireless cellular services to its customers

***Metrics Available to Measure Performance:**

Cellco to provide certificate of insurance and pay annual fees as provided in the SSA, obtain permits as required, comply with safety and construction standards and provide required notices of change to use of a facility.

***Retroactive:**

Yes. Commencement date is as of October 1, 2023 which is before the BOS meeting date of October 3, 2023. Negotiations with Cellco determined that the October 1, 2023 commencement was optimal for their needs. The negative effect to Cellco if the BOS does not approve the MA will cause Cellco a delay in obtaining necessary permits and installation of the wireless communication facility at the specified location.

TO: COB, 9-19-23 (1)
VERS.: 1
PGS.: 12

SEP 18 2023 PM 01:58 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CTN Department Code: RPS Contract Number (i.e., 15-123): 24*0034
Commencement Date: 10/01/2023 Termination Date: 09/30/2028 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 55,745.92

*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, 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 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$
Is there revenue included? Yes No If Yes \$
*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):
Commencement 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: Tim Murphy
Department: Real Property Services Telephone: 724-6379
Department Director Signature: Date: 9/14/2023
Deputy County Administrator Signature: Date: 9/18/2023
County Administrator Signature: Date: 9/18/2023



PIMA COUNTY
LICENSE

MASTER AGREEMENT
FOR WIRELESS COMMUNICATIONS FACILITIES
Contract # CTN-RPS-24*0034

THIS MASTER AGREEMENT (the "Agreement") is entered into between Pima County ("Licensor"), a political subdivision of the State of Arizona, and Cellco Partnership d/b/a Verizon Wireless, (together with its successors and assigns, "Licensee"), and shall be effective on October 1, 2023. Licensor and Licensee are sometimes referred to herein collectively as the "Parties"

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 Director of Information Technology is authorized to execute 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). 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. 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 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 days of notification.

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

5. 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 three percent (3%) 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.

6. Term. This Agreement is effective October 1, 2023 and will remain in effect through September 30, 2028. 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 Director of Information Technology 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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.

24. 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.

25. 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.

26. 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

Cellco Partnership d/b/a Verizon
Wireless

Date

Michael Cogar - Director
Name and Title (Please Print)

9 7 23
Date

ATTEST:

Clerk of the Board of Supervisors

Date

INFORMATION TECHNOLOGY DEPARTMENT:



Javier Baga, Director

7/31/2023
Date

APPROVED AS TO FORM:



Deputy County Attorney

08/10/2023
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, and Cellco Partnership, d/b/a Verizon Wireless (“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 October 1, 2023.

RIGHT-OF-WAY LOCATION/ADDRESS

4475 E. Skyline Dr, Tucson, Az 85718

SITE NAME- TUC XAVIER (CO-LOCATION)

DESCRIPTION OF WIRELESS COMMUNICATIONS FACILITIES

SEE APPROVED PLANS-PROJECT #20212265174

LICENSE FEE SCHEDULE

Annual Payment due on October 1st of each year

LICENSE FEE SCHEDULE

10/01/2023-09/30/2024	\$10,500.00
10/01/2024-09/30/2025	\$10,815.00
10/01/2025-09/30/2026	\$11,139.45
10/01/2026-09/30/2027	\$11,473.63
10/01/2027-09/30/2028	\$11,817.84

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
Cellco Partnership d/b/a Verizon
Wireless

Date

Name and Title (Please Print)

ATTEST:

Date

Clerk of the Board of Supervisors

Date

INFORMATION TECHNOLOGY DEPARTMENT:



Javier Baca, Director

7/31/2023

Date

APPROVED AS TO FORM:



Deputy County Attorney

8/10/2023

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 Cellco Partnership, d/b/a Verizon Wireless (“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 _____.

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:

Director, Information Technology Department

Authorized Agent
Cellco Partnership d/b/a Verizon
Wireless

Date

Name and Title (Please Print)

Date