



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: May 17, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Sprint Spectrum, L.P., a Delaware Limited Partnership ("Sprint")

Project Title/Description:

Master Agreement for Wireless Communications Facilities with Sprint (the "Master Agreement") and Site-Specific Agreements ("SSA's") with Sprint for 5 specified locations at: 4005 S. Sheridan Road; 3184 N. Calle Castellon; 3211 N. Soldier Trail; 7999 N. La Cholla; and 16120 S. La Canada Drive.

Purpose:

In May, 2000, County entered into a Right of Way Use License (the "License") with Sprint in connection with 2 of the SSA sites listed above. US West Wireless, LLC, subsequently assigned its rights and obligations under its License with the County, and covering 3 of the SSA sites listed above, to Sprint. With the subject Master Agreement and SSA's the parties desire to consolidate and replace the Licenses and to extend the term of the SSA's for the 5 sites for an additional 5 year period through June 6, 2020. The Master Agreement establishes terms and conditions under which Sprint 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.

Procurement Method:

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

Program Goals/Predicted Outcomes:

To stipulate the terms and conditions under which Sprint may continue to install, operate and maintain wireless communications facilities within unincorporated Pima County via the subject Master Agreement and the 5 subject SSA's.

Public Benefit:

The Master Agreement and SSA's will extend the term of the Sprint's right to occupy County right of way to operate and maintain wireless communications facilities for its cell phone customers at the 5 subject locations in unincorporated Pima County.

Metrics Available to Measure Performance:

Sprint 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 June 7, 2015. A protracted delay was experienced as a result of a change of corporate ownership at Sprint. Sprint is current on all its License payments.

TO: COB 5-6-16 (2)
Ver. - 1
Pg. 74 Addendum

Procure Dept 05/06/16 09:14

MAY 06 10 57 PM 2016

Original Information

Document Type: CTN Department Code: IT Contract Number (i.e., 15-123): -16*005
Effective Date: 6-07-2015 Termination Date: 6-06-2020 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ -0- ☒ Revenue Amount: \$ 290,095.60
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: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

Handwritten: 4-20-2016
[Signature] 5/4/16
C. Schubert 5/4/16



**PIMA COUNTY
LICENSE**

CONTRACT
NO. <u>CTN-IT-16-005</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

**MASTER AGREEMENT
FOR WIRELESS COMMUNICATIONS FACILITIES**

Contract #CTN-IT-16000000000000000005

(formerly CTN-IT-CMS140045/12-14-U-140045-0600 and CTN-IT-CMS142320/12-14-S-142320-0500)

THIS MASTER AGREEMENT (the "Agreement") is entered into between Pima County ("Licensor"), a political subdivision of the State of Arizona, and Sprint Spectrum L.P. a Delaware Limited Partnership ("Licensee"), and shall be effective June 7, 2015.

RECITALS

Licensor and Licensee, previously entered into a Non-Exclusive Right-of-Way Use License ("Sprint Existing License") dated May 26, 2000, with expiration date of May 25, 2005, and recorded on June 08, 2000, in Docket 11315, Page 307, in the office of the Pima County, Arizona, Recorder. The License was assigned Contract #12-14-S-142320-0500 and reassigned to Contract #CTN-IT-CMS142320. The License had multiple amendments, the most recent extending through June 6, 2015.

Licensor and US West Wireless, LLC, a Delaware Limited Liability Company, entered into a Non-Exclusive Right-of-Way Use License ("former US West License") dated June 7, 2000, with expiration date of June 7, 2005, and recorded on June 13, 2000, in Docket 11318, Page 949, in the office of the Pima County, Arizona, Recorder. US West Wireless, LLC, subsequently assigned its interest to Sprint Spectrum L.P., a Delaware Limited Partnership. The resulting Sprint License was assigned Contract #12-14-U-140045-0600 and reassigned to Contract #CTN-IT-CMS140045. The License had multiple amendments, including an extension through June 6, 2015; (16120 S. La Canada Drive).

The Sprint Existing License and the former US West License are collectively referred to herein as "Existing Licenses", which cover the following sites PH33XC046 (4005 S. Sheridan Road), PH54XC607 (3184 N. Calle Castellon), PH63XC508 (7999 N. La Cholla) and PH63XC518

(16120 S. Canada Drive), and PH63XC521 (3211 N. Soldiers Trail) collectively referred to herein as "Licensee's Existing Sites."

With respect to the Existing Licenses, Sprint Spectrum Realty Company, L.P. subsequently succeeded to the interests of both Sprint-Spectrum L.P. and US West Wireless, L.L.C.

With this Agreement, the parties desire to consolidate the Licensee's Existing Sites into one master agreement and to extend the Existing Licensee's use of the Licensee's Existing Sites for an additional five year period, through June 6, 2020. Additionally this Agreement shall set forth the terms and conditions under which Licensors may grant additional rights-of-ways sites to New Licensee

1. Master Agreement. This Agreement sets forth the terms and conditions under which Licensors may grant right-of-way sites to Licensee. This Agreement does not obligate Licensors 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. Licensors' Chief Information Officer is authorized to execute SSAs pursuant to this Agreement on behalf of Licensors 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. Upon execution of an SSA by the applicable Parties, Licensors 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 Site-Specific Agreements 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 the applicable Licensee. The applicable 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 which are attributed, in whole or in part, to any act or omission of the applicable Licensee, its agents, its employees, or anyone acting under its direction or control, or on its behalf. To the fullest extent allowed by law, the applicable Licensee shall indemnify, defend, and hold harmless Licensors 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 applicable Licensee, its agents, its employees, or anyone acting under its direction or control, or on its behalf. If Licensors 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 the applicable Licensee, the applicable 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 the applicable 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 applicable 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. The Licensee's insurance shall be primary insurance and the County's insurance shall be considered non-contributory. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

The policy shall be maintained throughout the term of this License by the applicable Licensee or the applicable Licensee's assignees; the applicable License 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, except ten (10) days if cancelled for non-payment of premium, and the applicable 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 only if the applicable Licensee has not within that time frame procured new liability insurance policy or reinstated the old policy.

Any modification or variation from the insurance requirements in this License shall be made by the licensing department in consultation with the County's Department of Finance and Risk Management. Such modification will not require a formal License amendment, but may be made by administrative action, provided the consent of the applicable Licensee to the modification as it pertains to this Agreement or any SSA has first been obtained from the applicable Licensee and existing Licensee. After receiving consent of the applicable County shall provide notice to the applicable Licensee once the modification has been administratively approved. The applicable Licensee shall supply a certificate of insurance including the modification within ten (10) days from the date notice of the modification is received by Licensee. Such notice will be given pursuant to the terms of the License; if the License 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 the applicable Licensee to supply a modified certificate of insurance as required by this paragraph shall constitute material breach by the applicable Licensee and grounds for immediate termination of the License by County.

5. Renewal Application Fee. Pursuant to A.R.S. § 9-582 (A) (2), Existing Licensee has paid Licensor a total renewal application fee for the five Existing Sites the amount of \$1,700.00 (Ordinance No. 2004-19, Section 1. k.). No further Renewal Application Fee is due from Licensee for these sites.

6. Annual Fee. The applicable 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, the applicable Licensee shall pay interest (simple interest, not compounded) on the past due license fee amount or any other sum due under this License 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 June 7, 2015 and will remain in effect through June 6, 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 (1) Licensor upon six months written notice to the applicable Licensee executed by the Chief Information Officer of the Pima County Information Technology Department and the refund to the applicable Licensee of a prorated portion of any applicable license fee or (2) Licensee with written notice to Licensor a minimum of six (6) months prior to the effective termination date. If Licensee Terminates the Licensor will refund to the applicable Licensee a prorated portion of any applicable license fee which is unearned as of the effective date of termination by Licensee. 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, the applicable Licensee shall remove the Encroachment from the right-of-way at no expense to Licensor, and to the satisfaction of Licensor, within one hundred eighty (180) days. Licensee shall restore the right-of-way to the pre-Agreement condition, less normal wear and tear, or as may be mutually agreed upon.

8. Licensee Has No Interest or Estate. Licensee agree 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 except to remove the Encroachment and restore the right-of-way.

9. No Exclusive Right. Nothing in this License 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 by Licensor, or the use thereof by the public.

10. Removal of Encroachment; 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 the applicable 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, the applicable 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 the applicable Licensee, Licensors shall have the right to remove the facility. To secure its obligation herein, the applicable Licensee shall provide a performance bond in the amount of Five Thousand Dollars (\$5,000.00). Licensors shall be entitled to the bond proceeds in the event Licensee fails to remove any facility promptly upon reasonable notice and Licensors remove 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 Licensors thirty (30) days prior to the bond's expiration, this Agreement or any SSA issued pursuant hereto shall automatically terminate, ten (10) days after notice from Licensors to the applicable Licensee that evidence of a renewal bond has not been received, 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. Licensors 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 Licensors 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 Licensors 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 Licensors with the application for any SSA. Licensors 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 Licensors 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 Licensors 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 Licensors or others for injury to persons or damage to property.

14. Licensors Participation in Suit, Action or Proceeding. Licensors 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, the applicable 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 the applicable 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 the applicable Licensee to give the restoration, repair, or replacement of Licensor's roadway or facilities priority over any non-emergency activities of the applicable 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 conditioned, delayed or 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. Notwithstanding anything to the contrary, Licensor acknowledges and agrees that Sprint Spectrum L.P.'s interest in this Agreement will be automatically assigned to Sprint Spectrum Realty Company, L.P. immediately upon the Effective Date pursuant to that certain Amended and Restated Assignment and Assumption Agreement dated Jul. 1, 1996, as amended by that certain [First] Amendment to Amended and Restated Assignment and Assumption Agreement dated Sept. 23, 2008. Licensor further acknowledges and agrees that this provision serves as the required notice to Licensor of any assignment from Sprint Spectrum L.P. to Sprint Spectrum Realty Company, L.P. under this Section 22 and no further notice or consent of Licensor will be required for any automatic assignments from Sprint Spectrum L.P. to Sprint Spectrum Realty Company, L.P. 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: Sprint Spectrum Realty Company, L.P
 c/o Sprint Nextel Property Services
 MailStop: KSOPHT0101-Z2650
 6391 Sprint Parkway
 Overland Park, Kansas 66251-2650

Copy to: Sprint Law Dept.
 Attn: Real Estate Attorney
 MailStop: KSOPHT0101-Z2020
 6391 Sprint Parkway
 Overland Park, Kansas 66251-2020

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.

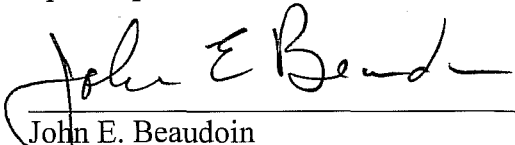
PIMA COUNTY:

Chair, Board of Supervisors

Date

LICENSEE:

Sprint Spectrum, L.P.



John E. Beaudoin
Senior Manager, Contracts

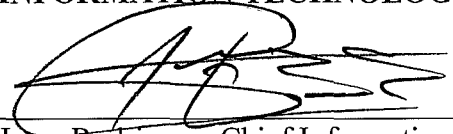
4-14-2016
Date

ATTEST:

Clerk of the Board of Supervisors

Date


INFORMATION TECHNOLOGY DEPARTMENT:



Jesse Rodriguez, Chief Information Officer

4/19/16
Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

4/18/16
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, Sprint Spectrum Realty Company, L.P., a Delaware Limited Partnership (“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 June 7, 2015.

RIGHT-OF-WAY LOCATION/ADDRESS

DESCRIPTION OF LICENSEE’S 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:

Chair, Board of Supervisors

Date

LICENSEE:

Authorized Agent
Sprint Spectrum Realty Company, L.P.

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 Sprint Spectrum Realty Company, L.P., a Delaware Limited Partnership (“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 June 7, 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
Sprint Spectrum Realty Company, L.P.

Date

Name and Title (Please Print)

Date