

BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: January 2, 2018

* = Mandatory, information must be provided

or Procurement Director Award \Box

*Contractor/Vendor Name/Grantor (DBA):

Alltell Communications Southwest Holdings, Inc., a Delaware corporation, dba Verizon Wireless (Licensee).

*Project Title/Description:

Fifth Amendment to Lease Agreement; LCP-1036; Supervisor District 3.

*Purpose:

Licensee owns a communications tower located at 4502 N. First Avenue (Rillito Park) which communications site is leased from County and is managed, with County permission and acknowlegment, by American Tower. Licensee wishes to remove all 6 existing antennas on the tower and replace them with new antennas and this amendment to Lease Agreement would permit Licensee to make this equipment change, along with other associated equipment changes as outlined in paragraph number 5 of the Amendment and on Exhibit B-1 attached to the Amendment.

*Procurement Method:

Exempt pursuant to Pima County Code Section 11.04.020.

*Program Goals/Predicted Outcomes:

Update technology on the subject cell tower to stay competitive in the telecommunications market.

*Public Benefit:

Enhanced cell phone service for the public in the vicinity of the County owned Rillito Park.

*Metrics Available to Measure Performance:

Licensee required to obtain all necessary permits to proceed with the equipment replacement work.

*Retroactive:

No.

JEC 26:17m1153PC CLK OF BI

To: COB 12-26-17 (2) Vers.; 7 PSS.: 15 ADDENDUM

<u> Soกเล⊲ct∜ Award Informatio</u>	<u>on</u>			
Document Type:	Department Code:	Contract Number (i.e.,15-123):		
Effective Date: Termination Date:		Prior Contract Number (Synergen/CMS):		
Expense Amount: \$* _		Revenue Amount: \$		
*Funding Source(s) require	e d:			
Funding from General Fund?	Yes \(\text{No}\) If Yes \$	%		
Contract is fully or partially further to a vendo		☐ Yes ☐ No		
Were insurance or indemnity If Yes, attach Risk's approx		☐ Yes ☐ No		
Vendor is using a Social Sec	urity Number?	☐ Yes ☐ No		
•	rm per Administrative Procedure	22-73.		
Amendment / Revised Awa	rd Information			
Document Type: CTN		Contract Number (i.e.,15-123): CMS140419		
Amendment No.: Five (5)		AMS Version No.: Seven (7)		
Effective Date: 01/02/2018		New Termination Date:		
		Prior Contract No. (Synergen/CMS): 04-14-A-140419-0305		
○ Expense or	∩Increase ∩Decrease	Amount This Amendment: \$ 0		
Is there revenue included?	⊖Yes • No If	Yes\$		
*Funding Source(s) require	ed:			
Funding from General Fund?	Yes (No If	Yes\$ %		
Grant/Amendment Informa	tion (for grants acceptance and	d awards) Award Amendment		
Document Type:		Grant Number (i.e.,15-123):		
Effective Date:		Termination Date: Amendment Number:		
		Revenue Amount: \$		
*All Funding Source(s) req	uired:			
*Match funding from General	ral Fund? (Yes (No If	Yes \$ %		
*Match funding from other	0.4 0.4 16			
*Funding Source:				
	red, is funding coming directlesed through other organization	-		
Contact: Michael D. Stofko				
Department: Real Property	Services \	Telephone: 520-724-6667		
Department Director Signat	ture/Date:	(1/20/201)		
Deputy County Administrat	or Signature/Date:	12/22/17		
County Administrator Signa (Required for Board Agenda/Addenda		wettern 12/22/17		
. ,	·	ge 2 of 2		
Revised 8/2017	Γαί	JG 2 01 2 /		

PIMA COUNTY DEPARTMENT OF: INFORMATION TECHNOLOGY

PROJECT: LEASE AGREEMENT

LICENSEE: Alltel Communications Southwest

Holdings, Inc., d/b/a Verizon Wireless

CONTRACT NO.: CTN-IT-CMS-140419

CONTRACT AMENDMENT NO.: Five (#05)

CONTRACT

NO. <u>CTV-IT-CMS/4/04/9</u>

AMENDMENT NO. <u>05</u>

This number must appear on all invoices, correspondence and documents pertaining to this contract.

FIFTH AMENDMENT TO LEASE AGREEMENT Rillito Racetrack, 4502 N. First Avenue

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (the "Fifth Amendment") is entered into by and between Pima County ("County"), a political subdivision of the State of Arizona, and Alltel Communications Southwest Holdings, Inc., d/b/a Verizon Wireless, ("Lessee"), a Delaware Corporation, (jointly the "Parties") and shall be effective upon execution by the Pima County Board of Supervisors.

RECITALS

County and Alltel Communications of the Southwest Limited Partnership entered into a Lease Agreement dated March 8, 2005, and recorded on November 16, 2007, in Docket 13183, Page 2324 in the office of the Pima County Recorder, and assigned contract #04-14-A-140419-0305 (as amended, the "Lease"). The Lease was subsequently assumed by Lessee, reassigned Contract # CTN-IT-CMS140419 and amended to update insurance requirements and replace/add telecommunications equipment at the Facilities. Pursuant to a Fourth Amendment to Lease dated August 11, 2015, the Parties acknowledged that Lessee had contracted with a third party, namely, American Tower Corporation through its affiliate, to manage the existing telecommunications facility located at the Rillito Racetrack, 4502 North First Avenue, Tucson, Arizona (the "Racetrack"). Verizon Site name is TUC_MUSTANG PCS SMR with a site number of 212831; the American Tower Corporation site name is AZTU_Mall AZ, with a site number of 418747.

American Tower Corporation is managing and overseeing the telecommunications facility by and through its affiliate and/or subsidiary, ATC Sequoia LLC ("American Tower").

With this Fifth Amendment, the Parties desire to modify the existing telecommunications facility located at the Rillito Racetrack, 4502 North First Avenue, Tucson, Arizona.

Lessee has granted American Tower a limited power of attorney (the "POA") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA.

<u>AGREEMENT</u>

WHEREFORE, the Parties agree as follows:

- 1. Effective date of this Fifth Amendment is upon endorsement by the Pima County Board of Supervisors.
- 2. The foregoing recitals and definitions are incorporated herein by reference and made a part of this Fifth Amendment for all purposes. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings ascribed to them in the Lease.
- 3. Lessee has made the following modifications to the telecommunications facility located at the Racetrack:
 - a. relocated and/or moved the H-frame power meter; and
 - b. relocated and/or moved a portion of the fence.
- 4. Exhibit <u>B</u> attached to the Third Amendment to Lease is hereby superseded and replaced in its entirety by Exhibit <u>B-1</u>, attached hereto and incorporated herein.
- 5. Lessee will be permitted to make the following modifications to the subject telecommunications facility in accordance with Exhibit <u>B-1</u>:
 - Replace all 6 existing antennas with new antennas and associated equipment;
 - b. Install 1 new 6x12 hybrid cable;
 - c. Remove 3 existing remote radio heads (RRHs) and 3 existing tower-mounted amplifiers (TMAs) from tower;
 - d. Install 3 new band 25 RRH 4x30; 3 new band 66 RRH 4x45; and 3 new band 13 RRH 4x30; and
 - e. Install 1 new NEMA J-Box on the tower and 1 at ground level near the equipment.
- 6. The Parties understand and agree that the layout of the Property, as defined in the Lease, is not accurately illustrated in Exhibit <u>B-1</u>. The fence placement, and

Property layout set forth on pages A-1 and A-2 of Exhibit $\underline{B-1}$ are for illustrative purposes only. The Property is accurately shown on Exhibit \underline{C} , attached hereto and incorporated by reference herein.

- 7. Construction and other work described herein must not prevent, interfere, interrupt or otherwise disrupt scheduled events at the Racetrack.
- 8. This Fifth Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Fifth Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Fifth Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Fifth Amendment by all Parties to the same extent as an original signature.
- 9. Notwithstanding anything to the contrary contained in the Lease and in this Fifth Amendment, the Lease and this Fifth Amendment shall be governed by and construed in all respects in accordance with the laws of the State of Arizona, without regard to the conflicts of laws provisions of such state. Any action brought pursuant to this Fifth Amendment must be filed and maintained in a state or federal court in Pima County, Arizona.
- If any term of this Fifth Amendment is found to be void or invalid, or ineffective as to third parties such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of the Fifth Amendment, which shall continue in full force and effect, and the Fifth Amendment shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein.
- 11. This Fifth Amendment, together with the Lease, constitutes the entire agreement of the Parties hereto. In the event of a conflict between the terms of this Fifth Amendment and the terms of the Lease, this Fifth Amendment and the terms herein shall control and any ambiguity shall be interpreted and resolved based on the terms of this Fifth Amendment. Any modification of the Lease or this Fifth Amendment must be in writing and executed by the Parties in order to be effective.
- 12. All other provisions of the Lease shall remain in effect and continue to be binding upon the Parties.

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

LEESEE:

Alltel Communications Southwest Holdings, Inc., d/b/a Verizon Wireless By its Power of Attorney, ATC Sequoia LLC	
By: Name: Jennifet Bernazani-Ludlum, Title: Managing Attorney, ATC Sequoia LLC, Attorney in fact for Alltel Communications Southwest Holdings, Inc.	Date: 12/11/2017
LEASOR:	ATTEST:
PIMA COUNTY	
Sharon Bronson, Chair Board of Supervisors	Julie Castaneda Clerk of the Board
Date:	Date:
APPROVED AS TO CONTENT:	
Jesse Rodriguez, Chief Information Officer	
Date: /2/13//>	
APPROVED AS TO FORM:	
The state of the s	

Tobin Rosen, Deputy County Attorney

Date:

Exhibit <u>B-1</u>

verizon√

TUC MUSTANG-PCS SITE NAME: 4502 N. 1st AVENUE **TUCSON, ARIZONA, 85718**



- 1-1 PROJECT INFORMATION AND DATA
- AD DVERAU SHOPERTY PLAN
- A-1 SITE PLAN . A-2 ENLARGED SITE PLAN
- . AJ ANTENIA INFORMATION
- A.1.1 FOURMENT MEDBRATION
- · A. ELEVATIONS

VERIZON WIRELESS 4051 W COSTCO DRIVE TUESON ARIZONA 85741 CONTACT DAVID BUTTIKER PHONE (602) 225-0061

ZDNINO. LEASE AREA

BUILDING CODES:

TOWER OWNER

FINA COUNTY MATURAL RESOURCES 4051 W COSTCO DRIVE TUCSON ARIZONA MITAL CONTACT: DAVID BUTTIKER

CONTACT TED

3500 W RIVER ROAD TUGSON ARIZONA 55741

SITE ACCUMSITION PROFIENCTH MANAGEMENT CHURERT ARIZONA ASSIS CONTACT ROB JONES PHONE (480) 205-0070

ARCHITECT

YOUNG DESIGN CORP 10245 E VIA LINDA #211 SCOTTSDALE ARIZDNA 85259 CONTACT MATTHEW YOUNG FAX (480) 451-9608

STRUCTURAL CONSULTANT

AMERICAN TOWER CORPORATION 10 PRESIDENTIAL WAY WOBURN MA DISON CONTACT BEN MULLIN PHONE (781) 926-7083

PROJECT DATA

VERIZON WRELESS 126 W GEMINI OR TEMPE, ARIZONA, ASSAS

RX-1 166-19-00±A

240 S F (EXISTING) CITY OF TUCSON 2012 I B C

VERIZON WATELESS

NOTE: ALL NEW EQUIPMENT INSTALLED ON TOWER SHALL BE PAINTED TO MATCH EXISTING ANTENNAS & FRONDS.

SQUITTAL EDNOTUDE GROUND ELEVATION 110" 57 19.85" V

SITE DIRECTIONS



TEMPE, AZ 85283

CONSTRUCTION SIGNATURE RF SIGNATURE

REAL ESTATE SIGNATURE
PLANS PREPARED BY POUTOY design corp

orchitecture / project monagement 10245 E. Via Linda, Scattaddie, AZ 85258 pn. 480 451 9609 fax: 480 451 9608 e mell:



00/27/16 FINAL ISSUE 01/20/17

- ARCHITECTS JOB NO.

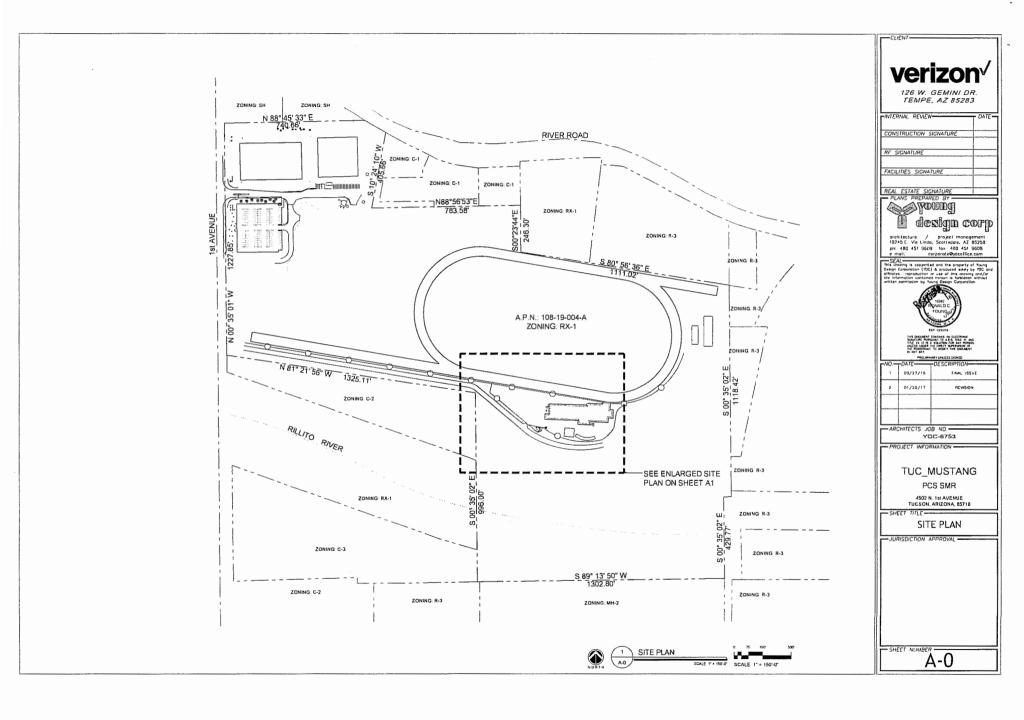
-- PROJECT INFORMATION -

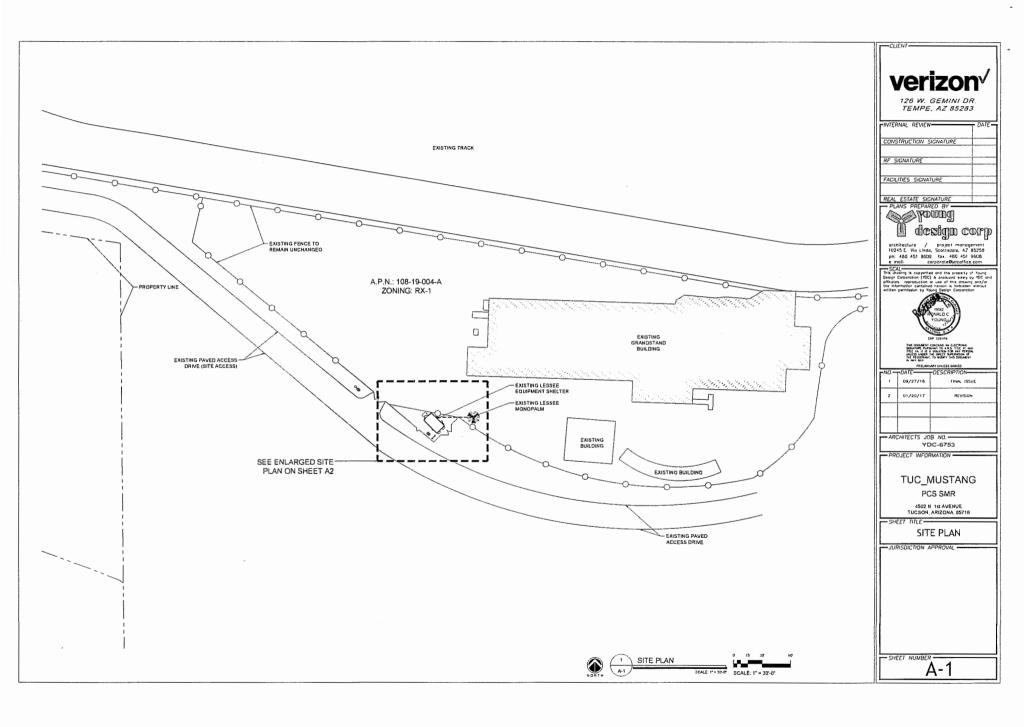
TUC_MUSTANG PCS SMR

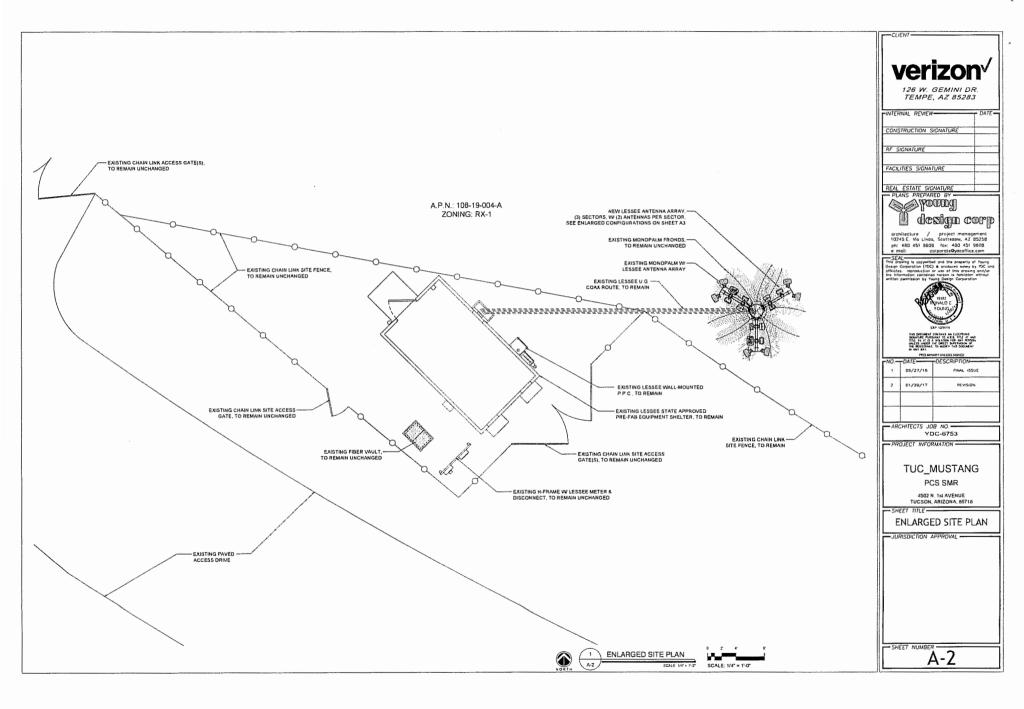
4502 N. 1st AVENUE TUCSON, ARIZONA, B5718

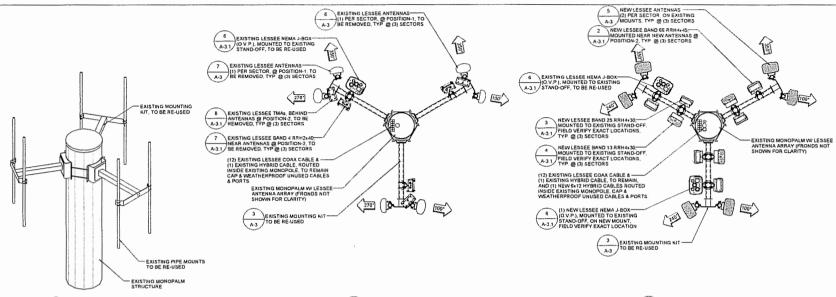
PROJECT INFORMATION











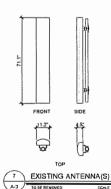
EXISTING ANTENNA LAYOUT

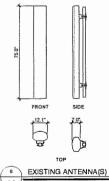
COAXIAL CABLE TABLE							
SECTOR	AZIMUTH	CENTERLINE	QTY.	SIZE	TYPE		
ALPHA 1	100*	60:-0"	. 2	7/8"	AVA5-50		
	100	00-0	1	1.5/8"	6x12 HYBRIC		
BETA	240*	600.	2	7/8"	AVA5-50		
BEIA 2	240		. 1	1-5/8"	5xt2 HYBRIC		
GAMMA	350*	600.	2	7/8"	AVA5-50		
			$\overline{}$	1-5/8*	5×12 HYBRID		

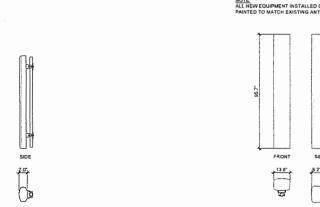
ANTENNA MOUNTING

A-3

COAXIAL CABLE TABLE







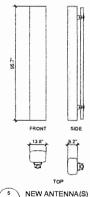


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NOTE.
ALL AZIMUTHS ARE SHOWN RELATIVE TO TRUE NORTH, UNLESS NOTED OTHERWISE

"IT SHALL BE THE CONTRACTORS RESPONSIBLITY TO VERIFY AZIMUTHS
DEPICTED HEREIN WITH RE DEPARTMENT PRIOR TO INSTALLING ANTENNAS

NOTE: ALL NEW EQUIPMENT INSTALLED ON TOWER SHALL BE PAINTED TO MATCH EXISTING ANTENNAS & FRONDS.





126 W. GEMINI DR. TEMPE. AZ 85283

INTERNAL REVIEW CONSTRUCTION SIGNATURE RF SIGNATURE FACILITIES SIGNATURE

REAL ESTATE SIGNATURE PULLED

design corp

oranitecture / project management 10245 E. Via Linda, Scottsdale, AZ 85258 pm: 480 451 9609 fox: 480 451 9608 carparate@ydcoffice.com



FINAL ISSUE 09/27/16 01/20/17 REVISION

YDC-6753

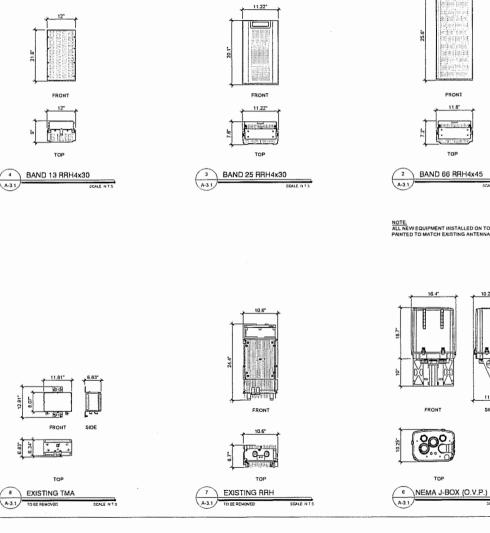
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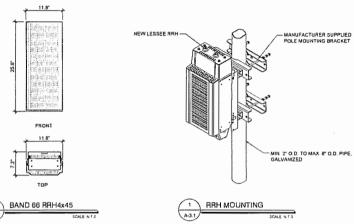
TUC_MUSTANG

PCS SMR 4502 N. 1st AVENUE TUCSON, ARIZONA, 85718

- SHEET TITLE -ANTENNA INFORMATION

JURISDICTION APPROVAL

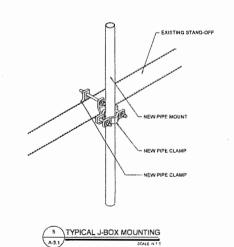




NOTE. ALL NEW EQUIPMENT INSTALLED ON TOWER SHALL BE PAINTED TO MATCH EXISTING ANTENNAS & FRONDS

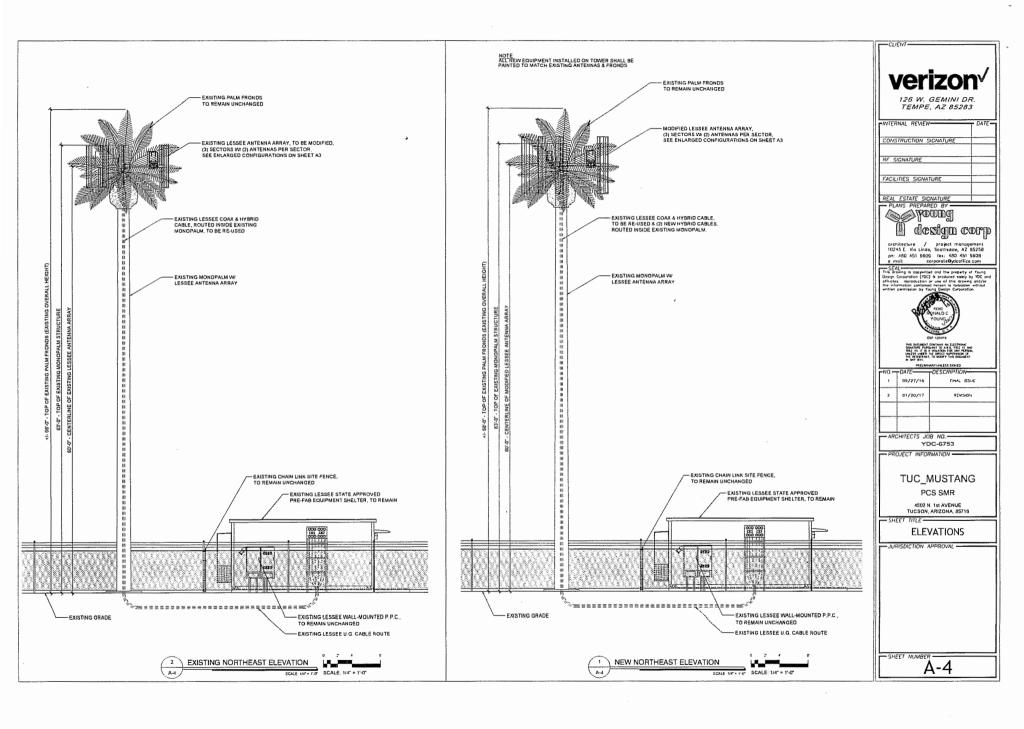
11.7

SIDE





Ã-3.1



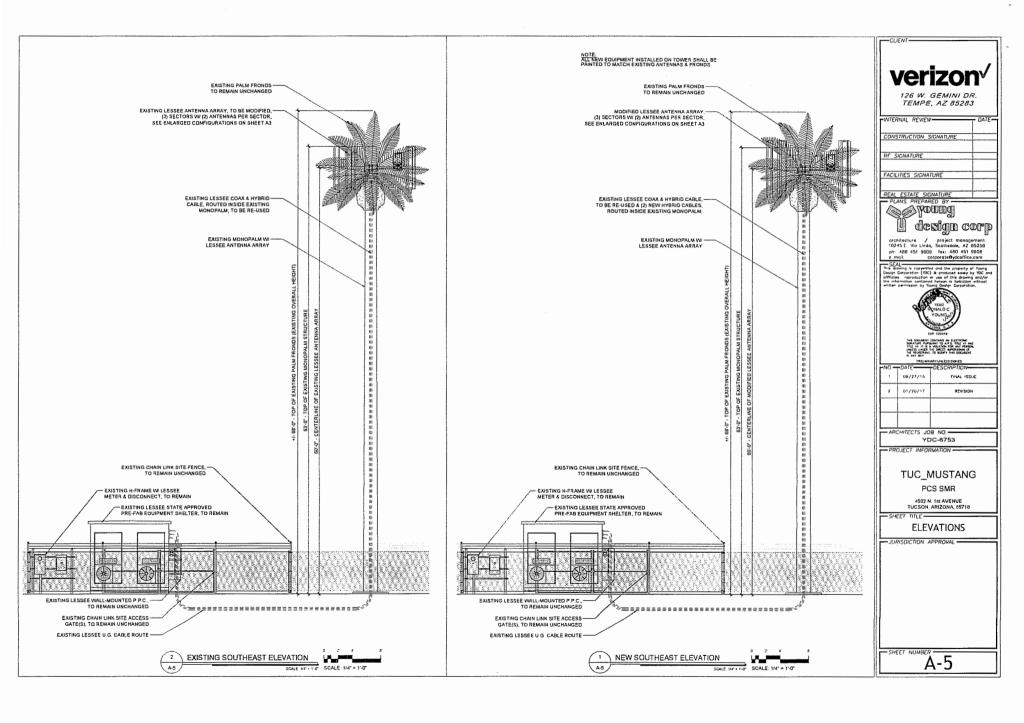


Exhibit <u>C</u>

