



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: July 2, 2019

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

New Cingular Wireless PCS, LLC

**\*Project Title/Description:**

Structure Co-Location Agreement Amendment Two (2)

**\*Purpose:**

Amendment Two to the Structure Co-Location Agreement with New Cingular Wireless PCS, LLC pertains to the tower located at Rincon Valley Fire Station #1. This Amendment reduces the monthly rent from \$2541 to \$2400 per Pima County Real Property Appraisal Report dated June 14, 2019, and changes the escalator from five percent every five years to three percent annually. Although there will be slight decrease in revenue for the first couple of years, the overall contract revenue will increase based on the new escalator. These changes will commence on August 1, 2019.

Revenue collected from this Agreement is shared with Rincon Valley Fire District per the terms of the Site Specific Agreement between Pima County and the Rincon Valley Fire District.

Amendment Two also allows the vendor to upgrade their equipment on the County's tower located at Rincon Valley Fire Station #1 as part of the federally mandated First Responder Network Authority project (FirstNet) that will be dedicated to police, fire, and emergency medical services.

**\*Procurement Method:**

Procurement Exempt per Pima County Procurement Code 11-04-020.D.

**\*Program Goals/Predicted Outcomes:**

New Cingular Services PCS LLC will upgrade communications equipment on the County's communications tower located at Rincon Valley Fire Station #1 as part of the federally mandated FirstNet project.

**\*Public Benefit:**

New Cingular Services PCS LLC will be permitted to upgrade their equipment on the County's tower at Rincon Valley Fire Station #1. This new equipment is part of the FirstNet project which will improve communication services for first responders and the public they serve.

**\*Metrics Available to Measure Performance:**

Communications equipment on the Rincon Valley Fire Station #1 tower will be upgraded for the FirstNet Project. New Cingular PCS LLC will make timely payments to Pima County for use of space on the tower.

**\*Retroactive:**

NA

To: COB 6.25.19  
Ver. - 4  
Pgs - 13  
(2) Addendum

JUN 25 19 11 05 POC:KCFD  
KCFD

**Contract / Award Information**

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) 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 22-73.***Amendment / Revised Award Information**

Document Type: CTN Department Code: IT Contract Number (i.e., 15-123): 13-201

Amendment No.: Two (2) AMS Version No.: Four (4)

Effective Date: July 2, 2019 New Termination Date: 12/06/2035

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☒ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 113,958.48Is there revenue included? ☒ Yes ☐ No If Yes \$ 113,958.48**\*Funding Source(s) required:** New Cingular Wireless PCS, LLCFunding 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): \_\_\_\_\_

Effective 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: Rick Brown

Department: PCWIN

Telephone: 724-9320

Department Director Signature/Date: *ASR 6-21-2019* *Donna C Hunt 6/21/19*Deputy County Administrator Signature/Date: *[Signature] 6/21/19*County Administrator Signature/Date: *[Signature] 6/21/2019*  
(Required for Board Agenda/Addendum Items)

**Pima County Department of Information Technology**

**Project: Structure Co-Location Agreement**

**Contractor: New Cingular Wireless PCS, LLC**

**Contract No.: CTN-IT-13\*201**

**Contract Amendment No.: Two (2)**

**Orig. Contract Term:** 12/07/2010 – 12/06/2035  
**Termination Date Prior Amendment:** 12/06/2035  
**Termination Date This Amendment:** 12/06/2035

<b>Orig. Amount:</b>	\$600,000.00
<b>Prior Amendment Amount:</b>	\$103,320.00
<b>This Amendment Amount:</b>	\$113,958.48
<b>Revised Total Amount:</b>	\$817,278.48

**Cell Site No.:** AZTUU0936  
**Cell Site Name:** S. OLD SPANISH & CAMINO DORETEA  
**Fixed Asset No.:** 10107214  
**Market:** AZ / NM  
**Address:** 8850 South Camino Loma Alta, Vail, AZ

**STRUCTURE CO-LOCATION AMENDMENT #2**

THIS STRUCTURE CO-LOCATION Amendment #2 ("**Amendment #2**") dated as of the later date below is by and between Pima County, a political subdivision of the State of Arizona, having a mailing address at 130 W Congress Street, 10th Floor, Tucson, AZ 85701 (hereinafter referred to as "**County**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (hereinafter referred to as "**Co-Locator**").

**WHEREAS**, County and Co-Locator entered into a Structure Co-Location Agreement dated December 7, 2010, and as amended by Structure Co-Location Amendment #1 dated August 5, 2014, (hereinafter, collectively, the "**Agreement**"), whereby County leased to Co-Locator certain Premises, therein described, that are a portion of the Property located at 8850 South Camino Loma Alta, Vail, AZ 85641; and

**WHEREAS**, County and Co-Locator desire to modify, as set forth herein, the Rent payable under the Agreement; and

**WHEREAS**, County and Co-Locator have agreed to Alterations, as set forth in Exhibit A-1; and

**WHEREAS**, County and Co-Locator, in their mutual interest, further wish to amend the Agreement as set forth below.

Amendment – Rent Reduction

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Co-Locator agree as follows:

1. **Term.** The current Extension Term, which commenced on December 7, 2015, shall expire on November 30, 2020, and the next Extension Term shall commence on December 1, 2020.

2. **Modification of Rent.** Commencing on August 1, 2019, the Rent payable under the Agreement will be Two Thousand Four Hundred and No/100 Dollars (\$2,400.00) per month, and shall continue during the Term, subject to adjustment, if any, as provided below.

3. **Future Rent Increase / Monthly Payments.** Commencing on December 1, 2019, and continuing each year thereafter, the Rent will increase by three percent (3%) over the Rent paid during the previous year.

4. **Co-Locator Alterations.** County hereby consents to Co-Locator's Alterations to the Premises and Communication Facility as described and depicted in the attached Exhibit A-1. Exhibit A to the Agreement is hereby deleted and replaced with Exhibit A-1.

5. **Notices.** Section 20 of the Agreement is hereby deleted in its entirety and replaced with the following:

"NOTICES. All notices, requests, demands and communications hereunder 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 Co-Locator:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: AZTUU0936  
Cell Site Name: S. OLD SPANISH & CAMINO DORETEA (AZ);  
Fixed Asset No.: 10107214  
1025 Lenox Park Blvd. NE  
3<sup>rd</sup> Floor  
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC  
Attn.: AZ/NM Network Property Management  
Re: Cell Site #: AZTUU0936  
Cell Site Name: S. OLD SPANISH & CAMINO DORETEA (AZ);  
Fixed Asset #: 10107214

1355 W. University Drive  
Mesa, AZ 85201-5419

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: AZTUU0936  
Cell Site Name: S. OLD SPANISH & CAMINO DORETEA (AZ);  
Fixed Asset No: 10107214  
208 S. Akard Street  
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to County:

Pima County  
130 W Congress Street  
10th Floor  
Tucson, AZ 85701

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

6. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by County within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by County, and shall not be payable by Co-Locator. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by County. The provisions of this subsection shall survive the termination or expiration of the Agreement.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment #2, the terms of this Amendment #2 shall control. Except as expressly set forth in this Amendment #2, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment #2.

8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment #2 on the date and year below.

COUNTY:  
Pima County,  
a political subdivision of the State of Arizona

\_\_\_\_\_  
Chairman, Board of Supervisors

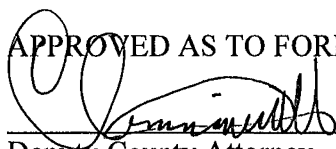
\_\_\_\_\_  
Date

ATTEST

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM

  
\_\_\_\_\_  
Deputy County Attorney

**CHRISTOPHER STRAUB**

\_\_\_\_\_  
Print Deputy County Attorney Name

6-18-2019  
\_\_\_\_\_  
Date

CO-LOCATOR:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: Robert Hobricher

Print Name: Robert Hobricher

Title: Area Manager

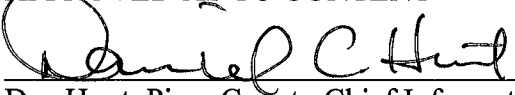
Date: 6/5/19

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Rick Brown, PCWIN Executive Director

6-21-2019  
\_\_\_\_\_  
Date

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Dan Hunt, Pima County Chief Information Officer

6/21/19  
\_\_\_\_\_  
Date

FIRE DISTRICT:  
Rincon Valley Fire District,  
a special taxing district of the State of Arizona

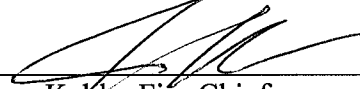
  
\_\_\_\_\_  
Chairperson, Rincon Valley Fire District Board

6/20/19  
\_\_\_\_\_  
Date

ATTEST  
  
\_\_\_\_\_  
Clerk, Rincon Valley Fire District Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Jayme Kahle, Fire Chief

6/20/19  
\_\_\_\_\_  
Date

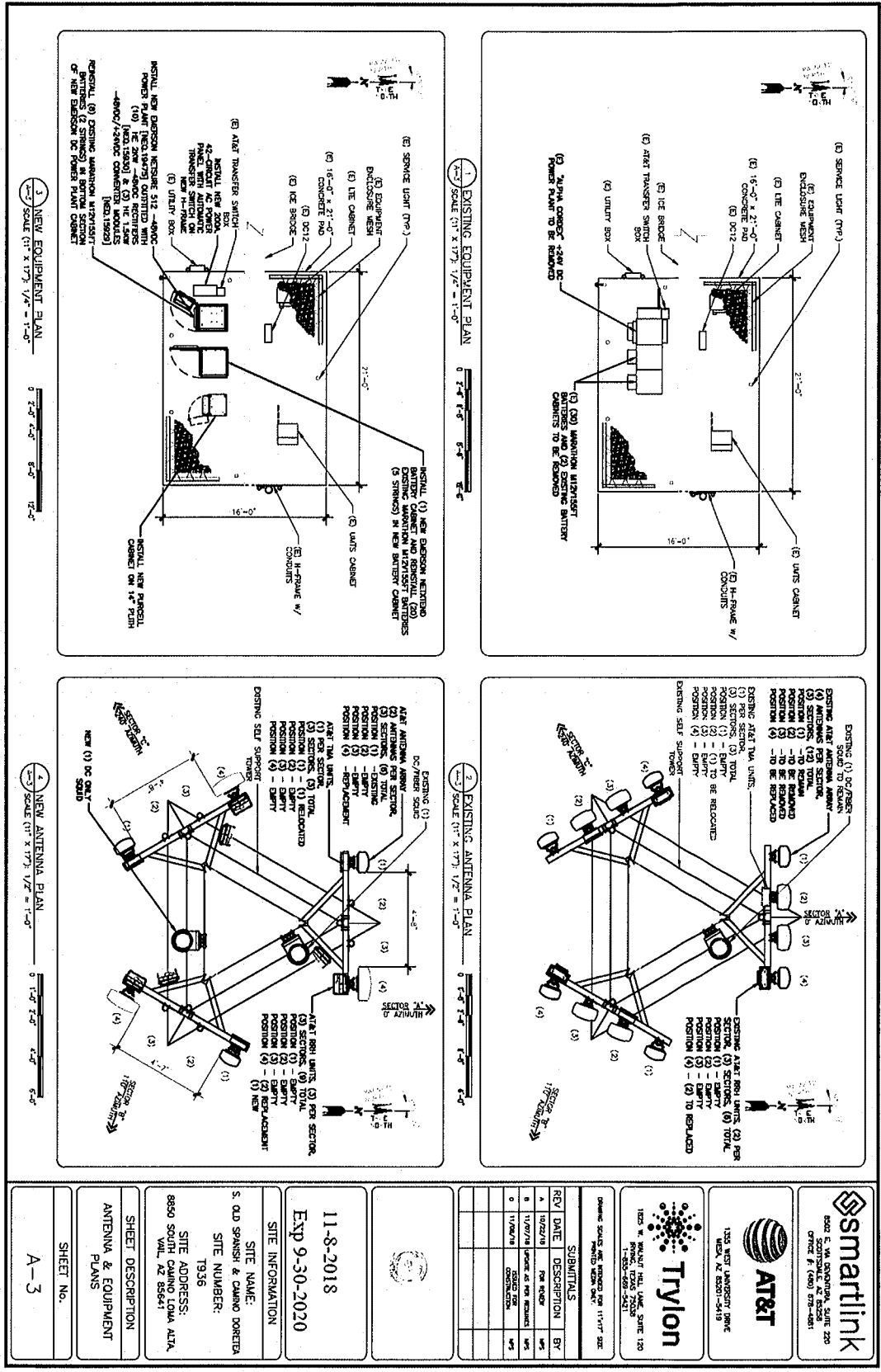


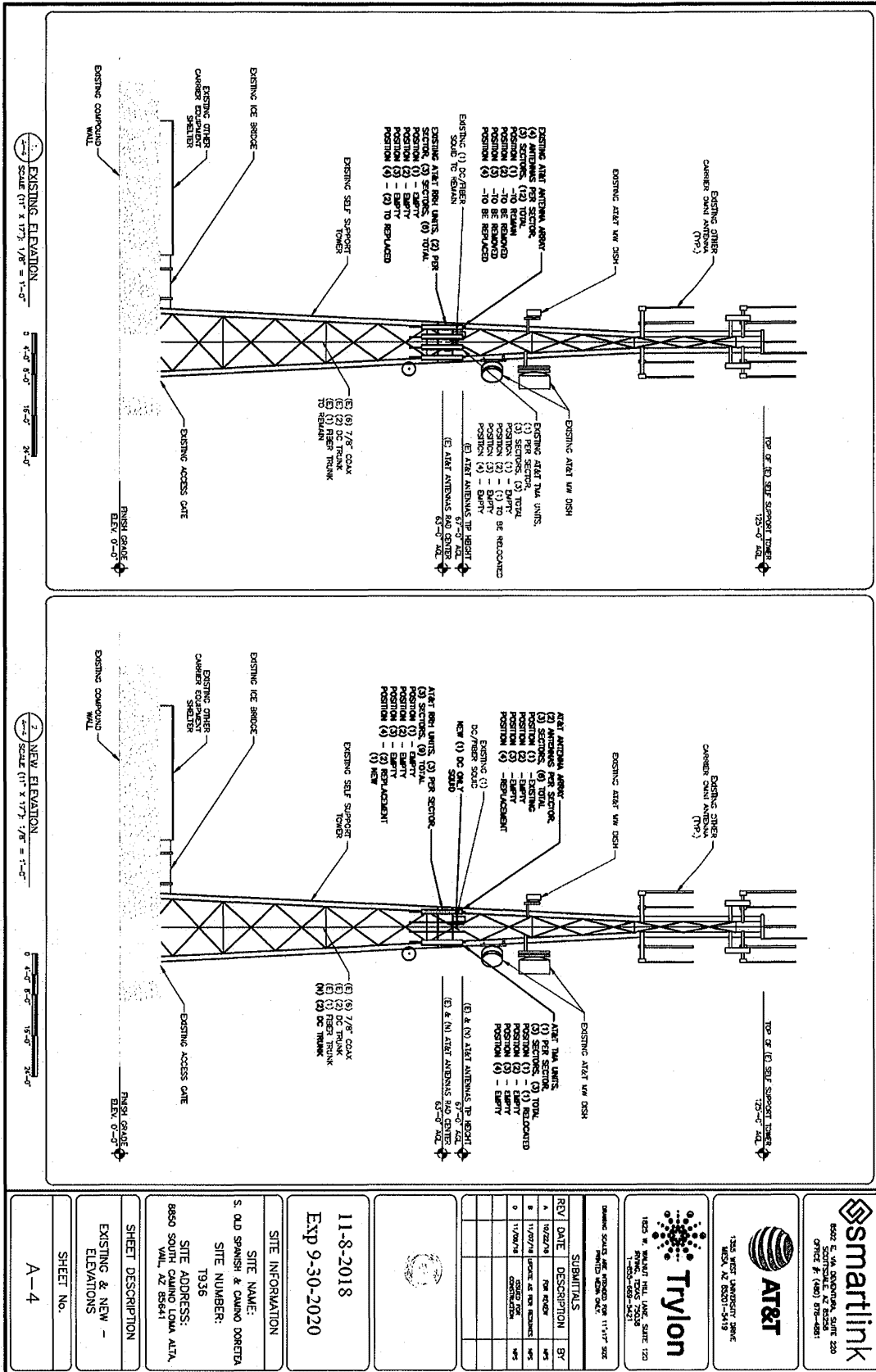
## Exhibit A-1

[illegible]













**Return when recorded to:**

Richard Q. Nye  
Nye Ltd, Attorneys  
2390 E. Camelback Rd., Suite 400  
Phoenix, Arizona 85016  
602-424-2691

**Note to Recorder:** Pursuant to A.R.S. §11-1134(C), this document is exempt from affidavit and fee under A.R.S. §11-1134(A)(2)

Re: Cell Site #: AZTUU0936  
Cell Site Name: S. OLD SPANISH & CAMINO DORETEA (AZ)  
Fixed Asset Number: 10107214  
State: AZ  
County: Pima

**MEMORANDUM  
OF  
AGREEMENT**

This Memorandum of Agreement is entered into on this 2 day of July, 2019, by and between Pima County, a political subdivision of the State of Arizona, having a mailing address at 130 W Congress Street, 10th Floor, Tucson, AZ 85701 (hereinafter referred to as "**County**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (hereinafter referred to as "**Co-Locator**").

1. County and Co-Locator entered into a certain Structure Co-Location Agreement dated December 7, 2010, as amended by that certain Structure Co-Location Amendment #1 dated August 5, 2014, and as further amended by that certain Structure Co-Location Amendment #2 dated July 2, 2019 (hereinafter, collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at County's real property located in the City of Vail, County of Pima, commonly known as 8850 South Camino Loma Alta. All of the foregoing are set forth in the Agreement.
2. Commencing on December 1, 2020, the Agreement shall extend for up to three (3) successive five (5) year options to renew.
3. The portion of the land being leased to Co-Locator (the "**Premises**") is described in **Exhibit 1** annexed hereto.



4. This Memorandum of Agreement is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement as of the day and year first above written.

COUNTY:

Pima County,

a political subdivision of the State of Arizona

\_\_\_\_\_  
Chairman, Board of Supervisors

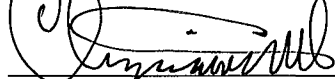
\_\_\_\_\_  
Date

ATTEST

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM

  
\_\_\_\_\_  
Deputy County Attorney

Deputy County Attorney

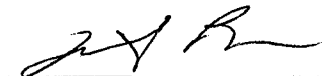
**CHRISTOPHER STRAUB**

\_\_\_\_\_  
Print Deputy County Attorney Name

6-18-2019  
\_\_\_\_\_  
Date

Date

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
PCWIN Executive Director, Rick Brown

PCWIN Executive Director, Rick Brown

6-21-2019  
\_\_\_\_\_  
Date

Date

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Dan Hunt, Pima County Chief  
Information Officer

Dan Hunt, Pima County Chief  
Information Officer

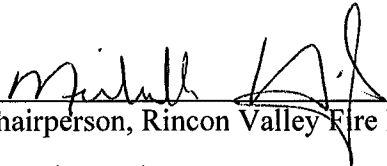
6/21/19  
\_\_\_\_\_  
Date

Date

FIRE DISTRICT:

Rincon Valley Fire District,

a special taxing district of the State of Arizona

  
\_\_\_\_\_  
Chairperson, Rincon Valley Fire District Board

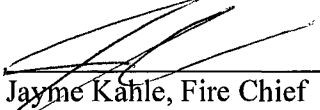
6/20/19  
\_\_\_\_\_  
Date

ATTEST

  
\_\_\_\_\_  
Clerk, Rincon Valley Fire District Board

6/20/19  
\_\_\_\_\_  
Date

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Jayme Kahle, Fire Chief

6/20/19  
\_\_\_\_\_  
Date

CO-LOCATOR:

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: RA

Print Name: Robert Hofrichter

Title: Area Manager

Date: 6/5/19

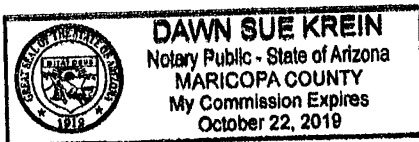
CO-LOCATOR ACKNOWLEDGEMENT

STATE OF Arizona )  
 ) SS.  
COUNTY OF Maricopa )

I certify that I know or have satisfactory evidence that Robert Hofrichter is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Area Manager of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 6/5/19

Notary Seal



Dawn Krein  
(Signature of Notary)

Dawn Krein  
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of

AZ  
My appointment expires: 10/22/19

## **Exhibit 1 to Memorandum of Agreement**

### **Legal Description**

Street Address: 8850 South Camino Loma Alta, Vail, AZ 85641

APN: 205-64-655B

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

A portion of the Southeast quarter of Section 27, Township 15 South, Range 16 East, Gila and Salt River Base and Meridian, Pima County, Arizona, said portion being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 27;

THENCE South  $89^{\circ}55'13''$  West along the South line of said Southeast quarter a distance of 75.00 feet;

THENCE North  $0^{\circ}33'22''$  West along a line which is 75.00 feet Westerly of and parallel with the East line of said Section 27 a distance of 155.00 feet to the POINT OF BEGINNING;

THENCE continue North  $0^{\circ}33'22''$  West along said parallel line a distance of 600.02 feet;

THENCE South  $89^{\circ}55'13''$  West a distance of 300.01 feet;

THENCE South  $0^{\circ}33'22''$  East a distance of 600.02 feet;

THENCE North  $89^{\circ}55'13''$  East a distance of 300.01 feet to the POINT OF BEGINNING.