



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: September 17, 2019

** = Mandatory, information must be provided*

or Procurement Director Award ☐

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

Verizon Wireless (VAW), LLC, dba Verizon Wireless, fka Alltel Communications Southwest Holdings, Inc., dba Verizon Wireless ("Licensee").

***Project Title/Description:**

Master Agreement for Wireless Communications Facilities / Third Amendment

***Purpose:**

The purpose of this Amendment is to extend the term for all four (4) Site Specific Agreements through the Master agreement, to July 4, 2025.

Lic-0081

***Procurement Method:**

Exempt per Pima County Code Section 11.04.020

***Program Goals/Predicted Outcomes:**

To modify Licensee's equipment for one site only

***Public Benefit:**

Licensee will continue to provide high quality cellular service to its customers in Pima County

***Metrics Available to Measure Performance:**

Verizon Wireless will pay fees and rates as stipulated in the Master Agreement; 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:**

No.

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): 15*0115

Amendment No.: 3 AMS Version No.: 5

Effective Date: 9/17/2019 New Termination Date: 7/04/2025

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☒ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 560,038.60Is 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): _____

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: Aaron Mergenthal

Department: Real Property Services Telephone: 520-724-6854

Department Director Signature/Date:  8/30/19Deputy County Administrator Signature/Date:  8/30/19County Administrator Signature/Date:  8/30/19*(Required for Board Agenda/Addendum Items)*

PIMA COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY

PROJECT: Master Agreement for Wireless Communications Facilities and Site-Specific Supplemental Agreements for Specified Locations

LICENSEE: Verizon Wireless (VAW), LLC, dba Verizon Wireless, a Delaware Limited Liability Company, fka Alltel Communications Southwest Holdings, Inc., dba Verizon Wireless

CONTRACT NO.: CTN-IT-15-0115

CONTRACT AMENDMENT NO.: Three (#03)

ORIG. CONTRACT TERM: 07/05/2015 - 07/04/2020
TERMINATION DATE PRIOR AMENDMENT: N/A
TERMINATION THIS AMENDMENT: 07/04/2025

ORIG. CONTRACT AMOUNT: \$ 465,853.08
PRIOR AMENDMENTS: \$ N/A
AMOUNT THIS AMENDMENT: \$ 560,038.60
REVISED CONTRACT AMT. : \$ 1,025,891.68

THIRD AMENDMENT TO MASTER AGREEMENT FOR WIRELESS COMMUNICATIONS FACILITIES AND SITE-SPECIFIC SUPPLEMENTAL AGREEMENTS FOR SPECIFIED LOCATIONS

WHEREAS, COUNTY and LICENSEE entered into that certain Master Agreement for Wireless Communications Facilities and Site-Specific Supplemental Agreements for Specified Locations dated October 6, 2015 (collectively, the "Agreement"); and

WHEREAS, on November 20, 2016, County approved certain modifications of Licensee's Site Plan with reference to Site-Specific Agreement No. 3 only, to enhance its Wireless Communications Facilities located in County Right-of-Way in the area of 6322 E. Sunrise Drive, Tucson, Arizona (CTN-IT-15*0115-01); and

WHEREAS, on August 6, 2019 County approved certain modifications of Licensee's Site Plan with reference to Site-Specific Agreement No. 4 only, to enhance its Wireless Communications Facilities located in County Right-of-Way in the area of 5571 N. Hacienda Del Sol, Tucson, Arizona 85718 (Licensee's Site No. AZTU LA PALOMA), and to change the name of the Licensee hereunder Verizon Wireless (VAW), LLC, a Delaware limited liability company, dba Verizon Wireless; (CTN-IT-15*0115-02); and

WHEREAS, four (4) Site-Specific Agreements have been approved to date under the auspices of this Agreement, and its corresponding Contract Number; and

WHEREAS, this Agreement is set to expire on July 4, 2020, and Licensee desires to extend the term of the Agreement for an additional five (5) year term, pursuant to Section 7 of the Agreement, and County is agreeable to such requested extension of the term.

NOW, THEREFORE, it is agreed as follows:

1. The effective date of this Third Amendment shall be July 5, 2020 ("Effective Date").
2. The term of the Agreement as set forth in Section 7 of the Master Agreement, "Term" is hereby renewed for an additional term of five (5) years to expire on July 4, 2025. The four (4) Site-Specific Agreements

entered into between the parties under the auspices of this Agreement and the Amendments thereto, each effective for a five (5) year period commencing as of July 5, 2020, are attached hereto.

3. The first paragraph of Section 6 of the Master Agreement, "Annual Fee", shall be amended to read as follows: "Licensee shall pay annual fees to Licensors as set forth in each individual SSA. Fees are subject to an annual three percent (3%) escalation. Such change in the annual escalation percentage shall commence as of July 5, 2020."

4. The amount of the Performance Bond Licensee is required to provide as set forth in Section 10 of the Master Agreement, "Removal of Facility; Performance Bond," shall be changed from Five-Thousand Dollars (\$5,000.00) to Ten-Thousand Dollars (\$10,000.00). Such change in the amount of the required Performance Bond shall commence as of July 5, 2020, and shall apply to each site Licensed under the auspices of the Agreement.

5. All other provisions of the Master Agreement and of all four (4) Site-Specific Agreements governed by this Agreement and not specifically changed by this Third Amendment shall remain in effect and continue to be binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

PIMA COUNTY:

Richard Elias, Chairman
Board of Supervisors

Date

LICENSEE:

Verizon Wireless (VAW), LLC, a Delaware Limited Liability Company, dba Verizon Wireless

Desmond Jackbir
Director – Network Field Engineering

Date

ATTEST:

Julie Castaneda, Clerk of the Board

APPROVED AS TO FORM:

, Deputy Pima
County Attorney

STACEY ROSEBERRY

8/26/19
Date

APPROVED AS TO CONTENT:

Dan Hunt, Chief Information Officer

8/29/19
Date

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

This Site-specific Supplemental Agreement, is made by and between Pima County ("Licensor"), a political subdivision of the State of Arizona, and Verizon Wireless (VAW), LLC, a Delaware limited liability company, dba Verizon Wireless (together with its successors and assigns, "Licensee"), referred to collectively as the "Parties", pursuant and subject to the Master Agreement for Wireless Communications Facilities entered into by the parties effective July 5, 2015, as amended, and is effective July 5, 2020.

RIGHT-OF-WAY LOCATION/ADDRESS

641 N. Foothills Drive, Tucson, AZ
Verizon Site Name: AZTU SUNRISE/CAMPBELL (Single User Site)

DESCRIPTION OF WIRELESS COMMUNICATIONS FACILITIES

6 antennas on single monopole (35'-0" H); 6 TMA Diplexers (2 per sector) mounted behind antennas; tri-sector mount; coax cables; one (1) 4'x8' generator pad; one (1) 50 KW diesel generator; one (1) automatic transfer equipment cabinet.

LICENSE FEE SCHEDULE

Renewal Application Fee \$1,700.00

Annual Payment due on July 5th of each year:

| | |
|-----------------------|-------------|
| 07/05/2020-07/04/2021 | \$26,291.41 |
| 07/05/2021-07/04/2022 | \$27,080.15 |
| 07/05/2022-07/04/2023 | \$27,892.55 |
| 07/05/2023-07/04/2024 | \$28,729.33 |
| 07/05/2024-07/04/2025 | \$29,591.21 |

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

This Site-specific Supplemental Agreement, is made by and between Pima County ("Licensor"), a political subdivision of the State of Arizona, and Verizon Wireless (VAW), LLC, a Delaware limited liability company, dba Verizon Wireless (together with its successors and assigns, "Licensee"), referred to collectively as the "Parties", pursuant and subject to the Master Agreement for Wireless Communications Facilities entered into by the parties effective July 5, 2015, as amended, and is effective July 5, 2020.

RIGHT-OF-WAY LOCATION/ADDRESS

5104 N. Sabino Canyon Road, Tucson, AZ
Verizon Site Name: AZTU SABINO CANYON (Single User Site)

DESCRIPTION OF WIRELESS COMMUNICATIONS FACILITIES

6 antennas on existing wood pole (19'-6" H); 6 TMA Diplexers (2 per sector) mounted behind antennas; one (1) 4'x8' generator pad; one (1) 50 KW diesel generator; one (1) automatic transfer equipment cabinet; six (6) diplexers at ground level; twelve (12) 7/8" coax cables.

LICENSE FEE SCHEDULE

Annual Payment due on July 5th of each year:

| | |
|-----------------------|-------------|
| 07/05/2020-07/04/2021 | \$26,291.41 |
| 07/05/2021-07/04/2022 | \$27,080.15 |
| 07/05/2022-07/04/2023 | \$27,892.55 |
| 07/05/2023-07/04/2024 | \$28,729.33 |
| 07/05/2024-07/04/2025 | \$29,591.21 |

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

This Site-specific Supplemental Agreement, is made by and between Pima County ("Licensor"), a political subdivision of the State of Arizona, and Verizon Wireless (VAW), LLC, a Delaware limited liability company, dba Verizon Wireless (together with its successors and assigns, "Licensee"), referred to collectively as the "Parties", pursuant and subject to the Master Agreement for Wireless Communications Facilities entered into by the parties effective July 5, 2015, as amended, and is effective July 5, 2020.

RIGHT-OF-WAY LOCATION/ADDRESS

6322 E. Sunrise Drive, Tucson, AZ
Verizon Site Name: AZTU SUNRISE & WILMOT (Single User Site)

DESCRIPTION OF WIRELESS COMMUNICATIONS FACILITIES

4 antennas (2 antennas in each of 2 sectors) on existing wooden monopole (35'-6" H); fiber vault; retaining wall extension; pre-fabricated equipment cabinet and one (1) 50 KW diesel generator mounted to concrete slab; eight (8) 7/8" coax cables.

LICENSE FEE SCHEDULE

Annual Payment due on July 5th of each year:

| | |
|-----------------------|-------------|
| 07/05/2020-07/04/2021 | \$26,291.41 |
| 07/05/2021-07/04/2022 | \$27,080.15 |
| 07/05/2022-07/04/2023 | \$27,892.55 |
| 07/05/2023-07/04/2024 | \$28,729.33 |
| 07/05/2024-07/04/2025 | \$29,591.21 |

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

This Site-specific Supplemental Agreement, is made by and between Pima County ("Licensor"), a political subdivision of the State of Arizona, and Verizon Wireless (VAW), LLC, a Delaware limited liability company, dba Verizon Wireless (together with its successors and assigns, "Licensee"), referred to collectively as the "Parties", pursuant and subject to the Master Agreement for Wireless Communications Facilities entered into by the parties effective July 5, 2015, as amended, and is effective July 5, 2020.

RIGHT-OF-WAY LOCATION/ADDRESS

5571 N. Hacienda Del Sol Road, Tucson, AZ
Verizon Site Name: AZTU LA PALOMA (Single User Site)

DESCRIPTION OF WIRELESS COMMUNICATIONS FACILITIES

6 antennas (2 in each of 3 sectors) on single monopole (33'-0" H); fiber vault; CMU retaining screen wall; equipment cabinet mounted to concrete slab; coax cables.

LICENSE FEE SCHEDULE

Annual Payment due on July 5th of each year:

| | |
|-----------------------|-------------|
| 07/05/2020-07/04/2021 | \$26,291.41 |
| 07/05/2021-07/04/2022 | \$27,080.15 |
| 07/05/2022-07/04/2023 | \$27,892.55 |
| 07/05/2023-07/04/2024 | \$28,729.33 |
| 07/05/2024-07/04/2025 | \$29,591.21 |