



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: November 5, 2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

CCTM 1 LLC, a Delaware limited liability company ("Licensee").

***Project Title/Description:**

Master Agreement for Wireless Communications Facilities / First Amendment

***Purpose:**

The purpose of this Amendment is to extend the term at the proper escalation rate for the Site Specific Agreement through the Master agreement, to November 2, 2024.

Lic-0307

***Procurement Method:**

Exempt per Pima County Code Section 11.04.020

***Program Goals/Predicted Outcomes:**

To renew master agreement and site specific agreement

***Public Benefit:**

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

***Metrics Available to Measure Performance:**

CCTM 1 LLC 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.

To: COB - 10-17-19
Ver. 3
pgs. 5
(2)

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*014Amendment No.: 1 AMS Version No.: 3Effective Date: 11/03/2019 New Termination Date: 11/02/2024

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☒ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 96,951.99Is 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 MergenthalDepartment: Real Property Services Telephone: 520-724-6854Department Director Signature/Date:  10/14/2019Deputy County Administrator Signature/Date:  10/14/2019County Administrator Signature/Date:  10/14/2019
(Required for Board Agenda/Addendum Items)

**PIMA COUNTY DEPARTMENT OF:
INFORMATION TECHNOLOGY**

PROJECT: Nonexclusive Right-of-Way Use License
between CCTM1 LLC, and Pima County

LICENSEE: CCTM1 LLC, a Delaware limited liability
company

CONTRACT NO.: CTN-IT-15-014

CONTRACT AMENDMENT NO.: One (#01)

ORIG. CONTRACT TERM: 11/03/2014 - 11/02/2019
TERMINATION PRIOR AMENDMENT: 11/02/2019
TERMINATION THIS AMENDMENT: 11/02/2024

ORIG. CONTRACT AMOUNT: \$80,597.29
PRIOR AMENDMENTS: N/A
AMOUNT THIS AMENDMENT: \$96,951.99
REVISED CONTRACT AMOUNT: \$177,549.28

**FIRST AMENDMENT TO NONEXCLUSIVE RIGHT-OF-WAY USE
LICENSE FOR WIRELESS COMMUNICATIONS FACILITIES**

This First Amendment to Non-exclusive Right-of-Way Use License ("First Amendment") is entered into between Pima County, a political subdivision of the State of Arizona ("County") and CCTM1 LLC, a Delaware Limited Liability Company, ("Licensee"), and shall be effective as of November 3, 2019.

RECITALS

WHEREAS, County and Licensee entered into a Non-Exclusive Right-of-Way Use License (the "License") dated November 3, 2014, with an expiration date of November 2, 2019; which granted Licensee the right to install, operate, and maintain its communications facilities known to Licensee as site I.D. 826650; and

WHEREAS, this Agreement is set to expire on November 2, 2019 and Licensee desires to extend the term of the Agreement for an additional five (5) year term, pursuant to Section 5 of the Agreement, and County is agreeable to such requested extension of the term;

WHEREAS, the County desires to revise the License Fee Schedule to adjust the annual increase percentage for the fee, and Licensee is agreeable to the revised License Fee Schedule;

NOW, THEREFORE, it is agreed as follows:

1. The Effective Date of this First Amendment shall be November 3, 2019.
2. The term of the Agreement as set forth in Section 5 of the Agreement, "Term" is hereby renewed for an additional term of five (5) years to expire on November 2, 2024.
3. The first and second paragraphs of Section 4 of the Agreement, "Annual Fee", shall be amended to read as follows: "Licensee shall pay an annual fee to the Licensor as set forth in Exhibit A-1 attached hereto. This shall be due upon execution of this License and on each anniversary of the date that the Licensor executes this License. Upon the first annual anniversary of the execution date, and each annual anniversary of the execution date thereafter, the Annual Fee shall increase by 3 percent (3%) above the Annual Fee being paid during the most recent annual period." The annual fees due for each SSA are set forth in Exhibit "A-1" attached hereto.
4. Exhibits A and B are replaced in their entirety by Exhibit A-1.
5. All other provisions of the Agreement and not specifically changed by this First Amendment shall remain in effect and shall be binding upon the parties.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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

LICENSOR:

PIMA COUNTY

Richard Elias, Chairman
Board of Supervisors

Date: _____

LICENSEE:

CCTM1 LLC,
A Delaware Limited Liability Company

By: _____

Name: _____

Its: _____

Date: _____

ATTEST:

Julie Castaneda, Clerk of the Board

Date: _____

APPROVED AS TO CONTENT



Dan Hunt, Chief Information Officer

Date: 10/8/19

APPROVED AS TO FORM:



Stacey Roseberry, Deputy County Attorney

Date: 10/8/19

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

LICENSOR:

PIMA COUNTY

Richard Elias, Chairman
Board of Supervisors

Date: _____

LICENSEE:

CCTM1 LLC,
A Delaware Limited Liability Company

By: Melanie Webb
Name: Melanie Webb
Its: Senior Transaction Manager

Date: 10.4.19

ATTEST:

Julie Castaneda, Clerk of the Board

Date: _____

APPROVED AS TO CONTENT

Dan Hunt, Chief Information Officer

Date: _____

APPROVED AS TO FORM:

Stacey Roseberry, Deputy County Attorney

Date: _____

EXHIBIT "A-1"
ANNUAL FEES FOR EACH SSA

RIGHT-OF-WAY LOCATION/ADDRESS

6048 E. Sunrise Drive, Tucson, AZ
CCTM1 LLC Site Name: 826650

DESCRIPTION OF WIRELESS COMMUNICATIONS FACILITIES

Two (2) RFS/Celwave APX16DWV-16DWV-S-E-A20 antennas, eight (8) Andrew ETM19V2S12UB amplifiers, four (4) RFS/Celwave ACU-A20-N antenna control units, and eight (8) 7/8" lines on a 33' wood pole located at an existing wireless communications facility located at 6048 E. Sunrise Drive. The License also permits Licensee to maintain additional equipment attached to the pole, to include two (2) Nokia FXFB, two (2) Nokia FRIA, two (2) Nokia FRIE, and an electrical control box.

LICENSE FEE SCHEDULE

Renewal Application Fee	\$1,700.00
Annual Payment due on November 2 nd of each year	
11/03/2019-11/02/2020	\$18,261.35
11/03/2020-11/02/2021	\$18,809.19
11/03/2021-11/02/2022	\$19,373.47
11/03/2022-11/02/2023	\$19,954.67
11/03/2023-11/02/2024	\$20,553.31