

**IS A PROPOSED DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED
ORDINANCE OR RESOLUTION ADOPTED BY CITY COUNCIL.**

ORDINANCE

**ORDINANCE APPROVING THE EXTENSION TO THE
PEARSALL ROAD TOWER LEASE AGREEMENT WITH CROWN
CASTLE TOWERS IN SUPPORT OF THE ENHANCED DIGITAL
ACCESS COMMUNICATION SYSTEM USED BY THE CITY OF
SAN ANTONIO'S POLICE AND FIRE DEPARTMENTS, BEXAR
COUNTY AND SURROUNDING PARTICIPATING AGENCIES.
THE OVERALL OPERATIONAL INCREASE IS \$48,331.35 FROM
JANUARY 1, 2021 TO MARCH 31, 2023.**

* * * * *

WHEREAS, the Pearsall Road Tower lease agreement with Crown Castle Towers 06-2 LLC, a Delaware limited liability company, supports the Enhanced Digital Access Communication System (EDACS) used by the City of San Antonio's Police and Fire Departments, Bexar County and surrounding participating agencies; and

WHEREAS, on December 10, 2002, the City entered into an agreement with CPS Communications Facility ("CPS") to lease space on a monopole facility at Pearsall Rd.; and

WHEREAS, on May 19, 2008, the City updated the agreement with CPS to replace equipment and location on the monopole at Pearsall Rd.; and

WHEREAS, On June 18, 2015, City Council Ordinance 2015-06-18-0581 approved the assignment of tower license agreements with CPS Energy to Crown Castle that included Pearsall Rd.; and

WHEREAS, CPS Energy assigned all of rights, title, and interest in the "Fratt", "Grey Forest", "Hill Country" and "Pearsall Rd" tower license agreements with the City to Crown Castle; and

WHEREAS, Crown Castle accepts all right, title, and interest in the Tower Licenses with the City and agrees to assume, satisfy, perform, and discharge its obligations in accordance with the terms of the Tower Licenses; and

WHEREAS, all approval of the assignment of the Tower Licenses will allow service to remain in place for traffic management; and

WHEREAS, The City will compensate Crown Castle under the terms of the Tower Licenses; and

WHEREAS, the second amendment to the co-location agreement extends the current agreement to March 31, 2023 and the extension aligns with the completion and acceptance of the new P25 Phase II Public Radio System; and

WHEREAS, the recurring monthly fee under the second amendment shall increase from \$1,059.95 to \$2,850.00 on January 1, 2021 and overall operational increase of \$1,790.05 monthly is \$48,331.35 from January 1, 2021 to March 31, 2023; and

WHEREAS, the increase cost for this extension will be shared by the City (80%) and the County (20%) based on the 2001 Interlocal Agreement; and

WHEREAS, funding for FY 2021 in the amount of \$28,830 is available in the FY 2021 Information Technology Services Fund Budget and funding for future years is subject to City Council approval of the annual budget; and

WHEREAS, after March 31, 2023, all EDACS equipment will be shut down as all land-mobile radio (LMR) communications will be supported by New P25 Phase II Public Safety Radio Communication System; and

WHEREAS, this the second amendment will allow the City to continue operating critical communications equipment to allow for continuity of radio communications and provide public safety services to the community; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or designee, or the Director of the ITSD Department or designee, is authorized to execute the second amendment to the Pearsall Road Tower lease agreement with Crown Castle Towers in support of the Enhanced Digital Access Communication System. A copy of the extension agreement, in final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. Funding in the amount of \$48,331.35 for the operational increase for this ordinance is available in Fund 74001000, Cost Center 0905010002 and General Ledger 5206010 as part of the Fiscal Year 2021 Adopted Budget and subsequent budgets for the duration of this contract approved by City Council.

SECTION 3. Payment is authorized to Crown Castle and should be encumbered with a purchase order.

SECTION 4. Revenues received by this ordinance shall be deposited in Fund 74001000, Internal Order 209000000003 and General Ledger 4303130.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this _____th day of _____, 2021.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Tina J. Flores, City Clerk

Andrew Segovia, City Attorney

ATTACHMENT I - Second Amendment to Site License

DRAFT

DocuSign Envelope ID: EB052BF5-481D-4D7D-A38A-1926C9C75E52



Date: February 22, 2021
To: San Antonio TX, City Of
Regarding: San Antonio TX, City Of
BUN: 818891 / 416387 / Pearsall Road / Order/Application # 548065

Dear Sir or Madam:

Please find enclosed for your review and execution by an authorized signatory of San Antonio TX, City Of, the collocation agreement or amendment for the above-referenced wireless communication facility with respect to the above-referenced Order/Application Number (the "Enclosed Agreement"). Any other documentation (if any) enclosed within the DocuSign Envelope ("Other Documentation") is being provided for convenience and/or administrative purposes only and is not part of the Enclosed Agreement, unless and to the extent that such Other Documentation is specifically incorporated into the Enclosed Agreement by its terms. If you have any questions regarding the details of the Enclosed Agreement, please contact James Hackett at 724-743-7764.

Crown Castle now accepts digital signature. Please follow the prompts within the Enclosed Agreement for providing your digital signature and approval. Unless otherwise indicated, any Other Documentation (if applicable) will have no digital signature functionality within the DocuSign envelope. We will execute documents that require notarizations with digital signatures or ink signatures as required for notary purposes.

If you choose not to execute electronically, you may instead print out two (2) complete copies of the Enclosed Agreement, sign both in ink and mail them to Crown Castle at the address below. Please include the name, e-mail address, telephone number, and physical street address of the individual to whom one (1) complete fully-executed version of the Enclosed Agreement should be returned. (Note: FedEx and UPS cannot deliver to a Post Office Box.)

Crown Castle Address for mailing signed hard copies:

Crown Castle
Attn: Contract Development Document Execution
2000 Corporate Drive
Canonsburg, PA 15317

Questions may be directed to ContractServices@CrownCastle.com or by phone at 1-833-809-8011.

Thank you,

Contract Specialist
Crown Castle

FOR CPS COMMUNICATIONS FACILITY

This Second Amendment to Site License for CPS Communications Facility (this "Amendment") is made this _____ day of _____, _____, by and between Crown Castle Towers 06-2 LLC, a Delaware limited liability company ("Crown") and SAN ANTONIO, CITY OF, a Texas corporation ("Customer").

RECITALS:

WHEREAS, Crown (and/or certain of its affiliates and/or predecessors-in-interest) and Customer (and/or certain of its affiliates and/or predecessors-in-interest) entered into a certain Site License for CPS Communications Facility dated December 10, 2002, as may have been previously amended and/or assigned, and as may be subject to any master agreement or any other agreement(s) pertaining thereto (collectively, the "Co-Location Agreement"), whereby Customer leases or licenses from Crown certain space at a telecommunications facility known as Pearsall Road, Crown BU# 818891 (the "Site"); and

WHEREAS, Crown and Customer desire to amend the Co-Location Agreement pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

- 1. Capitalized Terms.** Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the Co-Location Agreement.
- 2. Term Extension.** The term of the Co-Location Agreement that expired or is scheduled to expire on November 30, 2017 (the "Term") shall be extended, or shall be deemed to have been extended, commencing effective as of the expiration of said Term as set forth in the Co-Location Agreement (the "Extension Commencement Date"), and expiring on March 31, 2023 (the "Extension Expiration Date").
- 3. Increase to Recurring Fee.** The monthly recurring lease or license fee due under the Co-Location Agreement shall increase, or shall be deemed to have been increased, by One Thousand Seven Hundred Ninety and 05/100 Dollars (\$1,790.05) on January 1, 2021. Said fee, as increased hereby, shall be payable in accordance with the Co-Location Agreement.
- 4. Modifications to Equipment.** Notwithstanding anything to the contrary in the Co-Location Agreement, Customer shall apply to make modifications to its equipment by submitting an application form to Crown (as such form may be amended by Crown from time to time). A structural analysis, AM detuning study or an intermodulation study may be required by Crown in connection with a proposed modification, and Customer will be liable for the cost thereof. Any approved modification shall be evidenced by an amendment to the Co-Location Agreement, and the approved application, together with a tower level drawing and site plan (as required by Crown), describing all of Customer's permitted equipment and the locations thereof, shall be exhibits to said amendment.

TT: E 859085
Prepared by: D. Ware
Prepared on: 2/22/2021
Revised on:
SLA_TLA Renegotiation Amendment Template (2/16/11)

App Rev #: 0
LRF Rev #: 6
MLA #: 761886

DocuSign Envelope ID: EB052BF5-481D-4D7D-A38A-1926C9C75E52

Customer Site Name: N/A
Customer Site ID: N/A

Crown Site Name: Pearsall Road
Crown Business Unit: 818891
License Number: 416387
Amendment Number: 749890

5. **Insurance.** The insurance provisions pertaining to Customer that are set forth in the Co-Location Agreement are hereby deleted in their entirety and replaced and superseded by and with the insurance provisions set forth below.

General. Customer shall maintain commercial general liability insurance on a form providing coverage at least as broad as the most current ISO CG 0001 policy form covering its occupancy and use of the Site. The liability insurance policies (automobile, commercial general liability, and umbrella) shall be endorsed to cover Crown, Crown's manager (as applicable), and Prime Landlord (as required by the terms of the Prime Lease, if applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary and excess/umbrella liability insurance maintained by the subject additional insured on a form that does not exclude the concurrent negligence of the additional insured. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed or authorized to do business in the state where the Site is located. For the purposes of this Section, "Prime Lease" means the real property lease(s) or other instrument(s) from which Crown's rights in the Site are derived, and "Prime Landlord" means the lessor(s) or landlord(s) under the Prime Lease.

Minimum Limits. At a minimum, Customer shall obtain and maintain the following insurance coverage, covering itself, its employees and its agents:

- (a) statutory workers' compensation including employer's liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit;
- (b) commercial general liability covering bodily injury, death and property damage (including coverage for products/completed operations, and not excluding coverage for explosion, collapse and underground exposures (XCU)), with limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000, plus umbrella liability insurance of \$5,000,000;
- (c) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$1,000,000 per accident; and
- (d) commercial all risk of loss fire with extended coverage insurance covering all of Customer's equipment and improvements at the Site.

Customer must ensure that all independent contractors accessing the Site for or on behalf of Customer maintain insurance as separately specified by Crown.

Increases to and Application of Limits. Crown reserves the right, no more than once every five (5) years, to require reasonable increases in the commercial general liability limits and umbrella liability limits identified above, which increases shall be reflective of then-current industry exposures. Crown shall exercise such right by providing written notice thereof to Customer, in which event Customer shall become compliant within thirty (30) days after receipt of written notice of the subject increases to such limits. If Customer maintains insurance with limits higher than the minimum limits required by this Section, then such higher limits shall apply as to comply with the limits required by this Section. The insurance requirements in this Section shall not be construed to limit or otherwise affect the liability of Customer.

TT: E 859085
Prepared by: D. Ware
Prepared on: 2/22/2021
Revised on:
SLA_TLA Renegotiation Amendment Template (2/16/11)

App Rev #: 0
LRF Rev #: 6
MLA #: 761886

DocuSign Envelope ID: EB052BF5-481D-4D7D-A38A-1926C9C75E52

Customer Site Name: N/A
Customer Site ID: N/A

Crown Site Name: Pearsall Road
Crown Business Unit: 818891
License Number: 416387
Amendment Number: 749890

Policies and Certificates. All policies required to be provided pursuant to this Section shall contain a waiver of subrogation in favor of Crown, Prime Landlord (as applicable) and Crown's manager (as applicable). Customer shall provide certificates of insurance evidencing said coverage to Crown at least annually as the policies renew. Any failure on the part of Crown to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. All policies required hereunder shall provide that the insurer shall notify Crown of any policy cancellation not less than thirty (30) days in advance of the effective date of such cancellation, or, if such cancellation is due to non-payment of premium, not less than ten (10) days in advance of the effective date of such cancellation.

6. **Full Force and Effect; Inconsistent Terms.** Except as expressly set forth in this Amendment, the Co-Location Agreement is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the Co-Location Agreement and this Amendment, the terms of this Amendment shall control. Each reference in the Co-Location Agreement to itself shall be deemed to also refer to this Amendment.

[Remainder of Page Intentionally Left Blank]

DocuSign Envelope ID: EB052BF5-481D-4D7D-A38A-1926C9C75E52

Customer Site Name: N/A
Customer Site ID: N/A

Crown Site Name: Pearsall Road
Crown Business Unit: 818891
License Number: 416387
Amendment Number: 749890

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

CROWN:

Crown Castle Towers 06-2 LLC,
a Delaware limited liability company

By:  _____
Print Name: Robert Geis
Title: Manager, Contract Development
Execution Date: February 24, 2021

CUSTOMER:

SAN ANTONIO, CITY OF,
a Texas corporation

By: _____
Print Name: _____
Title: _____
Execution Date: _____

DBS
04/19/2021
Item #21-2887



Certificate Of Completion

| | | |
|---|---------------|----------------------------|
| Envelope Id: EB052BF5481D4D7DA38A1926C9C75E52 | Status: Sent | |
| Subject: BU-818891_PLIC-416387_App-548065_South_Pearsall Road_San Antonio TX, City Of | | |
| License: 416387 | | |
| BusinessUnit: 818891 | | |
| Area: STA | | |
| District: TX | | |
| ApplicationId: 548065 | | |
| Source Envelope: | | |
| Document Pages: 5 | Signatures: 1 | Envelope Originator: |
| Certificate Pages: 4 | Initials: 0 | Doris Ware |
| AutoNav: Enabled | | 2000 Corporate Drive |
| EnvelopeId Stamping: Enabled | | Canonsburg, PA 15317 |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada) | | Doris.Ware@crowncastle.com |
| | | IP Address: 64.213.130.241 |

Record Tracking

| | | |
|----------------------|----------------------------|--------------------|
| Status: Original | Holder: Doris Ware | Location: DocuSign |
| 2/24/2021 5:58:06 PM | Doris.Ware@crowncastle.com | |

Signer Events

Jacqueline Cano
Jacqueline.Cano@crowncastle.com
Security Level:
.Email
ID: e01c936a-bdb6-4d31-8092-df37f69b4a13
2/24/2021 6:40:43 PM

Electronic Record and Signature Disclosure:
Accepted: 2/24/2021 6:40:49 PM
ID: 7712cf09-9ea9-4dc8-95f1-985efd6fb166

Robert Gels
robert.gels@crowncastle.com
Manager, Contract Development
Crown Castle International Corp.
Signing Group: Crown Manager, Contract Development
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

Completed
Using IP Address: 68.107.177.147

DocuSigned by:

C380FFAA688D4E3...
Signature Adoption: Pre-selected Style
Using IP Address: 8.20.92.226

Timestamp

Sent: 2/24/2021 6:39:18 PM
Viewed: 2/24/2021 6:40:49 PM
Signed: 2/24/2021 6:40:56 PM

Sent: 2/24/2021 6:41:58 PM
Viewed: 2/24/2021 6:46:46 PM
Signed: 2/24/2021 6:55:01 PM

DBS
04/19/2021
Item #21-2887

| Signer Events | Signature | Timestamp |
|---|-----------|------------|
| Execution Specialist executionspecialist2.embedded@crowncastle.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| In Person Signer Events | Signature | Timestamp |
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Andrew Jaffee andy.jaffee@sanantonio.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/24/2021 8:30:07 PM ID: 00002685-6bae-46e9-93af-be8ba9bd8f7e | | |
| Sent: 2/24/2021 6:55:27 PM Viewed: 2/24/2021 8:30:07 PM | | |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| James Hackett james.hackett@crowncastle.com Contract Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| COPIED | | |
| Sent: 2/24/2021 6:55:26 PM | | |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent Hashed/Encrypted 2/24/2021 6:14:13 PM | | |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

Electronic Record and Signature Disclosure created on: 9/19/2018 4:13:00 PM

Parties agreed to: Jacqueline Cano, Andrew Jeffee

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

In order to provide more efficient and faster service, Crown Castle ("we", "us" or "company") is pleased to announce the use of DocuSign, Inc. ("DocuSign") electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to esignature@CrownCastle.com, requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

Withdrawing your consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to esignature@CrownCastle.com stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

Consequences of withdrawing consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

Documents for execution, and other documents and records may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: esignature@CrownCastle.com

To contact us by paper mail, send correspondence to

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

| | |
|--------------------|---|
| Browsers: | Internet Explorer® 11 (Windows only); Windows Edge Current Version; Mozilla Firefox Current Version; Safari™ (Mac OS only) 6.2 or above; Google Chrome Current Version; Note : Pre-release (e.g., beta) versions of operating systems and browsers are not supported. |
| Mobile Signing: | Apple iOS 7.0 or above; Android 4.0 or above |
| PDF Reader: | Acrobat® Reader or similar software may be required to view and print PDF files |
| Screen Resolution: | 1024 x 768 |

| | |
|----------------------------------|---------------------------|
| Enabled Security Settings: | Allow per session cookies |
|----------------------------------|---------------------------|

These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive documents electronically

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the "I agree" button below.

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.