



REPORT TO CITY COUNCIL

DATE: MAY 24, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: RAMIRO ADEVA, PUBLIC WORKS DIRECTOR/CITY ENGINEER 

SUBJECT: REQUEST TO RATIFY THE RIGHT-OF-WAY USE AGREEMENT
EXTENSION WITH CROWN CASTLE

On May 18, 2007, Crown Castle NG West, LLC (Crown Castle), formerly NextG Networks of California, Inc. (NextG), initialized the installation of communications infrastructure for wireless service providers within the City right-of-way, pursuant to a Right-of-Way Agreement approved by the City Council on October 26, 2005.

Pursuant to Section 2 of the Agreement, Crown Castle is allowed a five (5) year renewal term, if requested by Crown Castle, to commence on the tenth-year anniversary of the installation date. In January 2017, Crown Castle contacted the City requesting the extension. To date, four (4) facilities have been installed under the existing Right-of-Way Agreement.

Prior to Crown Castle's request for renewal, staff had been working with the City Attorney and a consultant specializing in wireless telecommunications facilities, to draft a new right-of-way agreement template. Given the complexities of the Telecommunications Act and new Federal Communications Commission (FCC) regulations, staff anticipates this effort to take several more months to complete the new agreement template.

Meanwhile, Crown Castle's current agreement is set to expire on May 18, 2017. Understanding the need to renew their current agreement, but recognizing that it would not be prudent to use the same agreement language for the next five-year term, given the City's efforts to complete a new template in the next few months, both parties agreed on a temporary solution to renew the agreement using the existing language for an additional six (6) months only, making the new term valid until November 18, 2017, during which time Crown Castle will not install any new antennas and/or supporting equipment in the public right-of-way. The six-month extension will merely cover the ability of Crown Castle to maintain and operate their current facilities in the right-of-way.

Therefore, because the current agreement is set to expire on May 18, 2017, and with the next City Council meeting not scheduled until May 24, 2017, the City Manager signed the agreement on the City's behalf prior to the expiration date, and staff is recommending the City Council ratify the approval of the renewed Crown Castle agreement.

The proposed Amendment No. 1, which has been prepared and approved as to form by the City Attorney.

RECOMMENDATION

Staff respectfully recommends the City Council ratify the Crown Castle Right-of-Way Agreement in accordance with Amendment No. 1.

Attachments: Amendment No. 1 to Crown Castle Right-of-Way Use Agreement

AMENDMENT NO. 1 TO RIGHT OF WAY USE AGREEMENT

This Amendment No. 1 ("Amendment"), dated _____, 2017, amends that certain Right of Way Use Agreement ("Agreement") dated October 26, 2005 between the City of Agoura Hills, a California municipal corporation ("City") and CROWN CASTLE NG WEST LLC, a Delaware limited liability company ("Crown Castle"). For purposes of this Amendment, City and Crown Castle may be referred to each individually as a "Party" and collectively as "the Parties."

RECITALS

- A. City and Crown Castle are Parties to the Agreement, pursuant to which Crown Castle provides telecommunications services and maintains telecommunication facilities in the City's Public Right-of-Way.
- B. Subsequent to execution of the Agreement, NextG Networks of California, Inc., changed its name to Crown Castle NG West LLC and converted to a limited liability company.
- C. Pursuant to Section 2 of the Agreement the ten (10) year term of the Agreement will expire on May 18, 2017.
- D. City and Crown Castle wish to amend the Agreement to extend its term and as otherwise provided below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree to amend the Agreement as follows:

Section 1. The term of the Agreement is extended until November 18, 2017.

Section 2. After the date of this Amendment and until the end of the term, as extended by this Amendment, Crown Castle shall not install any new antennas or supporting equipment on or at any location in the Public Way where it does not already as of the date of this Amendment maintain similar antennas or supporting equipment.

Section 3. Except as modified by this Amendment, all other terms and provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed and attested by their proper officers thereunto.

CITY OF AGOURA HILLS

CROWN CASTLE NG WEST LLC

By: _____
Denis Weber
Mayor

By: _____
Name: _____

Attest:

Its: _____

By: _____
Kimberly M. Rodrigues
City Clerk

By: _____
Name: _____

Approved as to Form:

Its: _____

By: _____
Candice K. Lee
City Attorney