



## REPORT TO CITY COUNCIL

**DATE:** NOVEMBER 8, 2017

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** GREG RAMIREZ, CITY MANAGER 

**BY:** RAMIRO ADEVA, PUBLIC WORKS DIRECTOR/CITY ENGINEER 

**SUBJECT:** APPROVAL OF SECOND AMENDMENT FOR TERM EXTENSION TO THE RIGHT-OF-WAY USE AGREEMENT WITH CROWN CASTLE

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On May 24, 2017, the City Council ratified the Crown Castle NG West, LLC (Crown Castle) Right-of-Way Agreement with an amendment, providing a six-month extension to the Agreement, which extended the term to November 18, 2017. Crown Castle had agreed to the extension, understanding that the City was currently working to complete a new template agreement and that it would not be prudent to use the same agreement language if within a few months the City would have a new template. During the extension period, Crown Castle had the ability to maintain and operate their current facilities in the right-of-way but was not allowed to install any new antennas and/or supporting equipment in the public right-of-way.

During the extension period, staff worked in conjunction with the City Attorney, including the City's wireless consultant, on a new right-of-way agreement template and procedures. The complexities of the Telecommunication Act and any of the new FCC rules, as they evolved, required staff time and effort in reviewing both draft agreements and procedural issues with these right-of-way agreements.

The proposed new agreement has been under review by Crown Castle. Given that the new agreement has been comprehensively modified, Crown Castle has requested more time to review the new agreement. Therefore, because the current agreement is set to expire on November 18, 2017, both parties agreed on an additional three (3) month extension to complete the new agreement, making the new term valid until February 18, 2018. Additionally, during this extension, Crown Castle shall not install any new antennas or supporting equipment with the Public Right-of-Way. All other sections of the Crown Castle ROW Agreement remain unchanged. During this extension, Crown Castle can continue to maintain their existing equipment in the public right-of-way.

The proposed Amendment No. 2 has been prepared and reviewed by the City Attorney.

## **RECOMMENDATION**

Staff respectfully recommends the City Council to authorize the Mayor to execute Amendment No. 2 of the Crown Castle Right-of-Way Agreement.

Attachments: Amendment No. 2 to Crown Castle Right-of-Way Use Agreement

## AMENDMENT NO. 2 TO RIGHT OF WAY USE AGREEMENT

This Amendment No. 2 ("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 Amendment No. 1 of the Agreement, dated May 24, 2017, the term of the Agreement will expire on November 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 February 18, 2018.

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 Second 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