

849



**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FROM:** Economic Development Agency and Riverside County Information Technology

**SUBMITTAL DATE:**  
June 29, 2009

**SUBJECT:** First Amendment to Communications License Agreement – Riverside County Information Technology

**RECOMMENDED MOTION:** That the Board of Supervisors approve the attached First Amendment to Communications License Agreement and authorize the Chairman to execute the same on behalf of the County.

**BACKGROUND:** The County of Riverside entered into a license agreement on September 1, 2006 for Riverside County Information Technology (RCIT) for space in a communication facility located on Paradise Road in Norco. This First Amendment will extend the License for a period of three (3) years effective as of September 1, 2009. This facility continues to meet RCIT's communication needs. The Real Estate Division has renegotiated the rent down from \$4,243.60 per month to \$3,200.00 per month, which equates to a 24% savings in rent for the department.

(Continued)

*[Signature]*  
Matt Frymire, Chief Information Officer  
Riverside County Information Technology

*[Signature]*  
Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$32,000	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ -0-	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$ -0-	<b>For Fiscal Year:</b>	09/10

<b>SOURCE OF FUNDS:</b> Riverside County Information Technology	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE  
*[Signature]*  
By: Jennifer L. Sargent

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* M. Gunzel 7-20-09  
SYNTHIA M. GUNZEL Department DATE Concurrence

Policy  Policy   
Consent  Consent

Dep't Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref.: N/A

District: 2

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.56

(Continued)

**BACKGROUND:**

Lessor: Crown Castle MU LLC

Premises Location: Paradise Road  
Norco, California 91760

Size: Approximately 100 square feet

Term: Three (3) year license extension effective as of  
September 1, 2009

Rent:

	<u>Current</u>	<u>New</u>
	\$ 4,243.60 per month	\$ 3,200.00 per month
	\$50,923.20 per year	\$38,400.00 per year

Rental Adjustments:

Year 1	\$3,200.00 per month
Year 2	\$3,296.00 per month
Year 3	\$3,394.88 per month

Utilities: Landlord furnishes electricity

Market Data: Not applicable

The attached First Amendment to Communications License Agreement has been reviewed and approved by County Counsel as to legal form.

**FINANCIAL DATA:**

All associated costs for this First Amendment will be fully funded through RCIT's budget. RCIT has budgeted these costs in FY 2009/2010. While the Economic Development Agency (EDA) will front the costs for the First Amendment with the property owners, RCIT will reimburse EDA for all associated lease costs. EDA will return to the Board with the First Quarter Budget Report to request any necessary budget adjustments to its FY 2009/2010 budget associated with this transaction.

Licensee Site Name: Paradise Road  
Licensee Site ID: NR003

Crown Site Name: Norco  
Crown Business Unit: 839391  
License Number: 162677  
Amendment Number: 201663

#### FIRST AMENDMENT TO COMMUNICATIONS LICENSE AGREEMENT (TOWER)

This First Amendment to Communications License Agreement (this "Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009 (the "Effective Date"), by and between Crown Castle MU LLC, a Delaware limited liability company f/k/a Mountain Union Telecom, LLC ("Crown"), and the County of Riverside ("Licensee").

#### RECITALS:

**WHEREAS**, Crown and Licensee entered into a certain Communications License Agreement (Tower) dated September 1, 2006, and as may be subject to any master agreement or any other agreement(s) pertaining thereto (collectively, the "Tower Agreement"), whereby Licensee leases or licenses from Crown certain space at a telecommunications facility known as Norco, Crown BU# 839391 (the "Site"); and

**WHEREAS**, Crown and Licensee desire to amend the Tower 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 Tower Agreement.
2. **Term Extension.** Notwithstanding anything to the contrary in the Tower Agreement, the current term of the Tower Agreement shall be extended for a period of three (3) years (the "Term"), so that such term, as extended hereby, shall expire on August 31, 2012.
3. **Recurring Fees.** The parties hereby acknowledge and agree that, notwithstanding anything to the contrary in the Tower Agreement, effective as of September 1, 2009, the recurring lease or license fees due under the Tower Agreement shall be Three Thousand Two Hundred and No/100 dollars (\$3,200.00) per month.
4. **Recurring Fee Escalation.** Notwithstanding anything to the contrary in the Tower Agreement, the recurring license fees due under the Tower Agreement shall not escalate on September 1, 2009, and instead shall increase on September 1, 2010, and every anniversary of such date thereafter by an amount equal to three percent (3%). Crown's failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof.
5. **Electricity.** Notwithstanding anything to the contrary in the Tower Agreement, the parties acknowledge and agree that, effective as of September 1, 2009, the cost of Customer's electricity usage

Customer Site Name: Paradise Road  
Customer Site ID: NR003

Crown Site Name: Norco  
Crown Business Unit: 839391  
License Number: 162677  
Amendment Number: 201663

at the Site shall be included in the recurring lease or license fees due under the Tower Agreement, and Licensee shall not be billed separately therefor.

6. **Modifications to Equipment.** Notwithstanding anything to the contrary in the Tower Agreement, Licensee 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 Licensee will be liable for the cost thereof. Any approved modification shall be evidenced by an amendment to the Tower Agreement, and the approved application, together with a tower level drawing and site plan (as required by Crown), describing all of Licensee's permitted equipment and the locations thereof, shall be exhibits to said amendment.

7. **Full Force and Effect; Inconsistent Terms.** Except as expressly set forth in this Amendment, the Tower 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 Tower Agreement and this Amendment, the terms of this Amendment shall control. Each reference in the Tower Agreement to itself shall be deemed to also refer to this Amendment.

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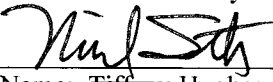
Customer Site Name: Paradise Road  
Customer Site ID: NR003

Crown Site Name: Norco  
Crown Business Unit: 839391  
License Number: 162677  
Amendment Number: 201663

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

**CROWN:**

Crown Castle MU LLC  
a Delaware limited liability company

By:   
Print Name: ~~Tiffany Hughes~~ Michael Smith  
Title: ~~District Manager~~ Director - District Operations  
Area: West / Los Angeles

Date: 7/27/09

**CUSTOMER:**

County of Riverside

By: \_\_\_\_\_  
Print Name: Jeff Stone  
Title: Chairman of the Board  
Date: \_\_\_\_\_

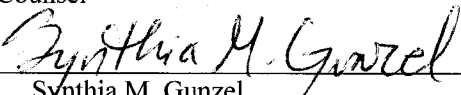
ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

Pamela J. Walls  
County Counsel

By:   
Synthia M. Gunzel  
Deputy County Counsel

Prepared by: A. Sanzica  
Prepared on: May 12, 2009  
Template Version: 11/29/07