

716



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

FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:

January 26, 2012

SUBJECT: Communications Site – Second Amendment to License Agreement, Hogbacks Site

RECOMMENDED MOTION: That the Board of Supervisors approve the attached Second Amendment to License for the Hogbacks Communications site and authorize the Chairman of the Board to execute the same on behalf of the County.

BACKGROUND:

Riverside County Information Technology (RCIT) has historically utilized long term ground leases and/or tower licenses in situations where it is not practical to purchase the small land parcel required for a wireless communication site. The existing Hogbacks site near Murrieta is such a case but will soon be replaced by the Public Safety Enterprise Communication (PSEC) Clinton Keith site once the PSEC network becomes operative (estimated December 2012).

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: RCIT Operating Budget

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Subbia M. Gant* 12-6-11
DATE: _____
SYNTHIA M. GUNZEL
Departmental Concurrence

By:
Kevin Crawford, CIO
Riverside County Information Technology
30 Jan 12

Consent
 Per Exec. Ofc.:
 Policy
 Policy

Prev. Agn. Ref.: 3.16 of 3/13/2001

District: 3/3

Agenda Number: **3.9**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

In the interim, it is necessary to remove certain equipment from the Hogbacks site and replace it with equipment that will enable the County to decommission a third communication facility referred to as North Mountain.

The change out of equipment does not alter the economic terms or the term length but it does trigger the need for an amendment to the existing license agreement.

The License is summarized below:

Location:	Site located at 29405 Crawford Canyon Road, Murrieta
Lessor:	American Towers LLC
Size:	Not applicable, we are licensed to install radio equipment
Term:	Current term expires January 15, 2016. County has one remaining option to extend an additional five years commencing on January 16, 2016.
Rent:	Currently \$6,227.32 per month
Rent Adjustments:	5% annual increase
Utilities:	\$442.23 per month
Interior/Exterior Maintenance:	Not applicable

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

FINANCIAL DATA:

All associated costs for this License Agreement are fully funded through RCIT's annual budget. Any necessary budget adjustments will come under separate cover to the Board.

Attachment:
Second Amendment to License Agreement

SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment (the "Second Amendment") to that certain License Agreement dated January 19, 2001 by and between ATC Tower Corp and County of Riverside (the "License"), as amended by that certain First Amendment to License Agreement dated March 4, 2003 (the "First Amendment") (collectively, the "Agreement") is made and entered into as of the latter signature date hereof, by and between American Towers LLC, a Delaware limited liability company (the "Licensor") and County of Riverside (the "Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor owns a certain communications tower and leases a certain parcel of land located 29405 Crawford Canyon Road, Murrieta, CA more commonly known to Licensor as the Hogback, CA tower site (the "Tower Site"); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Tower Site; and

WHEREAS, Licensee desires to modify its equipment at the Tower Site ("Modified Equipment").

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Licensor and Licensee agree and acknowledge that Licensee shall modify its equipment for a final installed configuration pursuant to Exhibit A-2.
- 2) Licensor and Licensee agree and acknowledge that Exhibit A-1 to the Agreement is hereby deleted in its entirety as of the date this Second Amendment is fully executed and shall be replaced with Exhibit A-2 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit A-2 and Licensee's equipment information set forth in the Agreement, the Exhibit A-2 shall control.
- 3) Notwithstanding anything to the contrary in the Agreement, the offer to Licensee expressed in this Second Amendment shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Site completed after the execution of this Second Amendment by Licensor but before the Commencement Date of the installation of Licensee's Modified Equipment indicates that the Tower Site is not suitable for Licensee's Modified Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Site on mutually agreeable terms.

- 4) In no event shall Licensee's use of the Tower Facility, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of the Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for any and all costs required to modify and/or upgrade Licensor's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference
- 5) In the event that Licensor determines a Shared Site Interference Study is required, Licensor and Licensee agree and acknowledge that this Second Amendment shall be contingent upon a satisfactory result of said Shared Site Interference Study.
- 6) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 7) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Licensor Site Name/Number: Hogback/ 4473
Licensor Contract Number: WE447303
Licensee Site Name/Number: Hogback

IN WITNESS WHEREOF, the Parties hereto have set their hands to this Second Amendment to that certain License Agreement as of the day and year written below:

LICENSOR:
American Towers LLC, a Delaware
limited liability company

By: 
Name: Richard Rossi
Title: Vice President, Contract Management
Date: 1-6-12

LICENSEE:
COUNTY OF RIVERSIDE

ATTEST:

By:

Kecia Harper-Ihem
Clerk of the Board

John Tavaglione, Chairman
Board of Supervisors

By: _____

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: 
Cynthia M. Gunzel
Deputy County Counsel

Licensor Site Name/Number: Hogback/ 4473
Licensor Contract Number: WE447303
Licensee Site Name/Number: Hogback

EXHIBIT A-2

EXHIBIT A-2											
								N/A	Hogback		
GROUND SPACE REQUIREMENTS											
PRIMARY CONTIGUOUS LEASE AREA DIMENSIONS (LxW (ft))		16' x 2'		Sq. ft. N/A							
INSIDE ATC SHELTER	<input checked="" type="checkbox"/>	DIMENSIONS (LxWxH (ft))		N/A							
CUSTOMER SHELTER	<input type="checkbox"/>	DIMENSIONS (LxWxH (ft))		N/A		PAD FOR SHELTER	<input type="checkbox"/>	DIMENSIONS (LxW (ft))		N/A	
OUTDOOR CABINETS	<input type="checkbox"/>	QUANTITY OF CABINETS		N/A		PAD FOR CABINETS	<input type="checkbox"/>	DIMENSIONS (LxW (ft))		N/A	
BACKUP POWER REQUIREMENTS											
GENERATOR NOT REQUIRED?	<input checked="" type="checkbox"/>	ATC SHARED GENERATOR		<input type="checkbox"/>		SHARED GENERATOR PEAK USAGE (KW)		N/A			
INSIDE CUSTOMER SHELTER	<input type="checkbox"/>	GENERATOR (to be located inside primary leasing area)		<input type="checkbox"/>		GENERATOR (to be located outside primary leasing area)		<input type="checkbox"/>			
ADDITIONAL LEASE AREA REQUIRED FOR BACKUP POWER (LxW (ft))		N/A									
MANUFACTURER	N/A		MAKE / MODEL		N/A		CAPACITY (KW)	N/A			
PAD FOR GENERATOR	<input type="checkbox"/>	DIMENSIONS (LxW (ft))		N/A							
FUEL TANK	<input type="checkbox"/>	DIMENSIONS (LxW (ft))		N/A		TANK SIZE (gal)	N/A				
PAD FOR FUEL TANK (if required)	<input type="checkbox"/>	DIMENSIONS (LxW (ft))		N/A							
SECONDARY GROUND LEASE AREA REQUIREMENTS											
Will supplementary ground space be needed to accommodate additional equipment?											
		Y		N		<input checked="" type="checkbox"/>					
IF YES, ADDITIONAL LEASE AREA DIMENSIONS (LxWxH (ft))		N/A		Sq. ft.		N/A					
ADDITIONAL EQUIPMENT:		N/A		DIMENSIONS (LxWxH (ft))		N/A					
ADDITIONAL EQUIPMENT:		N/A		DIMENSIONS (LxWxH (ft))		N/A					
POWER/TELCO REQUIREMENTS											
POWER PROVIDED BY:		UTILITY COMPANY DIRECT		<input checked="" type="checkbox"/>		ATC PROVIDED		<input type="checkbox"/>		Average monthly power consumption (KWH units):	N/A
TELCO INTERCONNECT REQUIREMENTS:		POTS		<input type="checkbox"/>		T1		<input type="checkbox"/>		MICROWAVE	<input checked="" type="checkbox"/>
										FIBER OPTICS	<input type="checkbox"/>
TRANSMITTER SPECIFICATIONS (& RECEIVER)											
TRANSMITTER/RECEIVER TYPE	Transmitter & Receiver		N/A		N/A		N/A		N/A		
QTY of TRANSMITTERS/RECEIVERS	1		N/A		N/A		N/A		N/A		
MANUFACTURER	Motorola		N/A		N/A		N/A		N/A		
TYPE & MODEL	PTP 600		N/A		N/A		N/A		N/A		
TYPE OF TECHNOLOGY	Microwave		N/A		N/A		N/A		N/A		
TX POWER OUTPUT	+27 Dbm		N/A		N/A		N/A		N/A		
*ERP (Watts)	500 MAX		N/A		N/A		N/A		N/A		
ELECTRIC SERVICE REQUIRED (Amps/Volts)	90-240 VAC / 55 W max		N/A		N/A		N/A		N/A		
ANTENNA EQUIPMENT SPECIFICATIONS											
EQUIPMENT TYPE	Dish-Radiant		OMNI		Panel		GPS		N/A		
RAD CENTER AGL (ft)	55'		93'		60'		SHELTER		N/A		
EQUIPMENT MOUNT HEIGHT (ft)	55'		83'		60'		SHELTER		N/A		
EQUIPMENT MOUNT TYPE	Stand-Off		N/A		N/A		N/A		N/A		
EQUIPMENT MANUFACTURER	Radio Wave		Decibel		Decibel		Spectrum		N/A		
EQUIPMENT MODEL #	SPD3-5.2		DBB10K-XT		DBB44H80-XY		GPS Mini		N/A		
EQUIPMENT DIMENSIONS (HxWxD) (Indicate feet or inches)	3'		20'x4"		48x6.5x8		6'x3"		N/A		
EQUIPMENT WEIGHT (per item, in lbs.)	35		35 lbs		14 lbs		1 lb		N/A		
EQUIPMENT QUANTITY	1		1		2		2		N/A		
AZIMUTHS / DIRECTION OF RADIATION (degrees) i.e. "0/180/240"	309.4		N/A		100		N/A		N/A		
QTY. in EACH AZIMUTH / SECTOR, i.e. "1/4"	1		1		2		N/A		N/A		
TX FREQUENCY	5.25-5.85 GHZ		N/A		856-869 MHz		N/A		N/A		
RX FREQUENCY	5.25-5.85 GHZ		806-890 MHz		N/A		N/A		N/A		
Is equipment using unlicensed frequencies?	Yes		No		No		N/A		N/A		
ANTENNA GAIN	31.1 dB		10 dB		13 dB		N/A		N/A		
TOTAL # of LINES for equipment in column	2		1		2		2		N/A		
LINE QTY. in EACH AZIMUTH / SECTOR, i.e. "5/5"	2		1		2		N/A		N/A		
LINE TYPE	Coax		Coax		Coax		Coax		N/A		
LINE DIAMETER / SIZE	1"		1/8"		7/8"		1/4"		N/A		