

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

<b>FINANCIAL DATA</b>	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

<b>SOURCE OF FUNDS:</b> 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

County Executive Office Signature

## MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Buster, Tavaglione, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** February 7, 2012  
**xc:** EDA, RCIT

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: 3.16 of 3/13/2001 | District: 3/3 | Agenda Number: **3.9**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 12-16-11  
DATE:   
SYNTHIA M. GUNZEL  
Department of Administrative Services

By:   
KEVIN CRAWFORD, CIO  
Riverside County Information Technology  
30 Jan 12

Dept' Recomm.:  Consent  Policy  
Per Exec. Ofc.:  Consent  Policy

**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 Licensors 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 Licensors. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensors for any and all costs required to modify and/or upgrade Licensors' lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference
- 5) In the event that Licensors determines a Shared Site Interference Study is required, Licensors 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.

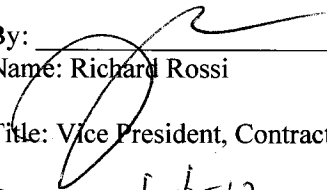
[SIGNATURES APPEAR ON THE NEXT PAGE]

[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:

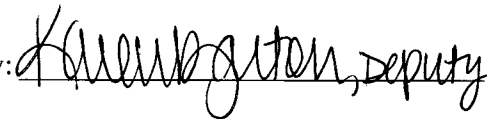
LICENSOR:  
American Towers LLC, a Delaware  
limited liability company

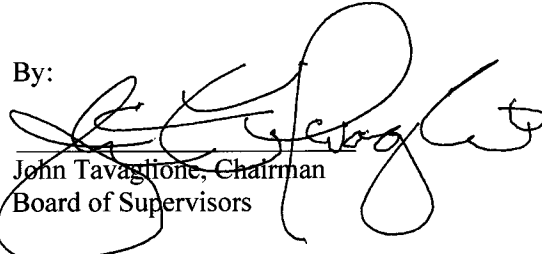
By:   
Name: Richard Rossi  
Title: Vice President, Contract Management  
Date: 1-6-12

LICENSEE:  
COUNTY OF RIVERSIDE

ATTEST:

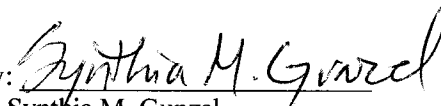
\_\_\_\_\_  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Karen B. Giton, Deputy

By:   
John Tavaglione, Chairman  
Board of Supervisors

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  DIMENSIONS (LxWxH (ft)) N/A

CUSTOMER SHELTER  DIMENSIONS (LxWxH (ft)) N/A PAD FOR SHELTER  DIMENSIONS (LxW (ft)) N/A STOOP  DIMENSIONS (LxW (ft)) N/A

OUTDOOR CABINETS  QUANTITY OF CABINETS N/A DIMENSIONS (LxWxH (ft)) N/A PAD FOR CABINETS  DIMENSIONS (LxW (ft)) N/A

**BACKUP POWER REQUIREMENTS**

GENERATOR NOT REQUIRED?  ATC SHARED GENERATOR  SHARED GENERATOR PEAK USAGE (KW) N/A

INSIDE CUSTOMER SHELTER  GENERATOR (to be located inside primary leasing area)  GENERATOR (to be located outside primary leasing area)

ADDITIONAL LEASE AREA REQUIRED FOR BACKUP POWER (LxW (ft)) N/A

MANUFACTURER N/A MAKE / MODEL N/A CAPACITY (KW) N/A FUEL TYPE N/A

PAD FOR GENERATOR  DIMENSIONS (LxW (ft)) N/A

FUEL TANK  DIMENSIONS (LxW (ft)) N/A TANK SIZE (gal) N/A

PAD FOR FUEL TANK (if required)  DIMENSIONS (LxW (ft)) N/A

**SECONDARY GROUND LEASE AREA REQUIREMENTS**

Will supplementary ground space be needed to accommodate additional equipment? Y  N

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  ATC PROVIDED  Average monthly power consumption (KWH units): N/A

TELCO/INTERCONNECT REQUIREMENTS: POTS  T1  MICROWAVE  FIBER OPTICS

**TRANSMITTER SPECIFICATIONS (& RECEIVER)**

TRANSMITTER/RECEIVER TYPE	Transmitter & Receiver	N/A	N/A	N/A	N/A	N/A
QTY of TRANSMITTERS/RECEIVERS	1	N/A	N/A	N/A	N/A	N/A
MANUFACTURER	Motorola	N/A	N/A	N/A	N/A	N/A
TYPE & MODEL	PTP 600	N/A	N/A	N/A	N/A	N/A
TYPE of TECHNOLOGY	Microwave	N/A	N/A	N/A	N/A	N/A
TX POWER OUTPUT	+27 Dbm	N/A	N/A	N/A	N/A	N/A
*ERP (Watts)	500 MAX	N/A	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	N/A

**ANTENNA EQUIPMENT SPECIFICATIONS**

EQUIPMENT TYPE:	Dish-Radome	OMNI	Panel	GPS	N/A	N/A
RAD CENTER AGL (ft)	55'	93'	60'	SHELTER	N/A	N/A
EQUIPMENT MOUNT HEIGHT (ft)	55'	83'	60'	SHELTER	N/A	N/A
EQUIPMENT MOUNT TYPE	Stand-Off	N/A	N/A	N/A	N/A	N/A
EQUIPMENT MANUFACTURER	Radio Wave	Decibel	Decibel	Spectrum	N/A	N/A
EQUIPMENT MODEL #	SPD3-5.2	DBB10K-XT	DBB44H80-XY	GPS Mini	N/A	N/A
EQUIPMENT DIMENSIONS (HxWxD) (Indicate feet or inches)	3'	20'X4"	48x6.5x8	6"X3"	N/A	N/A
EQUIPMENT WEIGHT (per item, in lbs.)	35	35 lbs	14 lbs	1 lb	N/A	N/A
EQUIPMENT QUANTITY	1	1	2	2	N/A	N/A
AZIMUTHS / DIRECTION OF RADIATION (degrees) i.e. "0/180/240"	309.4	N/A	100	N/A	N/A	N/A
QTY. in EACH AZIMUTH / SECTOR, i.e. "4/4"	1	1	2	N/A	N/A	N/A
TX FREQUENCY	5.25-5.85 GHZ	N/A	856-869 MHz	N/A	N/A	N/A
RX FREQUENCY	5.25-5.85 GHZ	806-890 MHz	N/A	N/A	N/A	N/A
Is equipment using unlicensed frequencies?	Yes	No	No	N/A	N/A	N/A
ANTENNA GAIN	31.1 dB	10 dB	13 dB	N/A	N/A	N/A
TOTAL # of LINES for equipment in column	2	1	2	2	N/A	N/A
LINE QTY. in EACH AZIMUTH / SECTOR, i.e. "5/5"	2	1	2	N/A	N/A	N/A
LINE TYPE	Coax	Coax	Coax	Coax	N/A	N/A
LINE DIAMETER / SIZE	1"	1.58"	7/8"	1/4"	N/A	N/A