

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

945



FROM: Economic Development Agency / Facilities Managements

SUBMITTAL DATE:
May 23, 2012

SUBJECT: Communications Site – First Amendment to License Agreement, Blue Mountain Site

RECOMMENDED MOTION: That the Board of Supervisors ratify the attached First Amendment to License for the Blue Mountain Communications site and authorize the Chairman of the Board to execute the same on behalf of the County.

BACKGROUND: Riverside County Information Technology (RCIT) operates existing communication equipment at a site known as Blue Mountain, just north of the county line in San Bernardino County, overlooking Colton and Grand Terrace. The Public Safety Enterprise Communications (PSEC) project has constructed a new site on adjacent land owned by the County of Riverside, but it will not be activated until January 2013. In the interim, it is necessary to install additional equipment at the existing leased facility controlled by American Tower.

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY *Samuel Wong 5/21/12*
SAMUEL WONG

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 363	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 AGENDA: No

SOURCE OF FUNDS: RCIT Operating Budget

Positions To Be Deleted Per A-30
Requires 4/5 Vote

C.E.O. RECOMMENDATION: APPROVE

BY *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit 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: June 5, 2012
xc: EDA, RCIT

Kecia Harper-Ihem
Clerk of the Board
By *[Signature]*
Deputy

Prev. Agn. Ref.: N/A

District: N/A

Agenda Number: **3.30**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel 5/10/12*
DATE: _____
SYNTHIA M. GUNZEL
Departmental Concurrence

Kevin Crawford 8 May 12
Kevin Crawford, Chief Information Officer
Riverside County Information Technology

By: _____ Policy Policy
Dept's Recomm.: Consent
Per Exec. Ofc.: Consent

BACKGROUND: (Continued)

The addition of equipment increases the monthly rent by \$125.00, effective upon the commencement of installation of the equipment. Installation commenced April 4, 2012.

The License is summarized below:

Location: Site located at 15000 Honey Hills Drive, Colton
Lessor: American Towers, Inc.
Size: Not applicable, we are licensed to install radio equipment
Term: Current term expires January 31, 2013
Rent: Currently \$4,872.00 per month, will increase by \$125.00
Rent Adjustments: Not applicable
Utilities: Included in rent
Interior/Exterior
Maintenance: Not applicable

The attached First 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.

Attachment:
Exhibit A
First Amendment to License Agreement

Exhibit A

Blue Mountain Communication License Cost Analysis FY 2011/12 15000 Honey Hills Drive, Colton, California

EXPECTED AMOUNTS

Total Expected License Cost for FY 2011/12 \$ 58,464.00

ACTUAL AMOUNTS

License Cost per Month (July 1, 2011 - April 3, 2012) \$ 4,872.00
License Cost per Month (April 4, 2012 - June 30, 2012) \$ 4,997.00

Total Lease Cost (July 1, 2011 - April 3, 2012) \$ 44,335.20

Total Lease Cost (April 4, 2012 - June 30, 2012) \$ 14,491.30

Total Actual License Cost for FY 2011/12 \$ 58,826.50

Total License Cost Variance for FY 2011/12 \$ 362.50

Estimated Additional Costs:

EXPECTED AMOUNTS

Total Estimated Expected Cost for FY 2011/12 \$ -

ACTUAL AMOUNTS

Total Estimated Actual Cost for FY 2011/12 \$ -

Total Estimated Cost Variance for FY 2011/12 \$ -

TOTAL ESTIMATED COST FOR FY 2011/12 \$ 362.50

FIRST AMENDMENT TO RENEWAL LICENSE AGREEMENT

This First Amendment (the "First Amendment") to that certain Renewal License Agreement dated September 14, 2010 by and between American Towers, Inc. and County of Riverside (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, as successor-in-interest to the Agreement (the "Licensor") and County of Riverside, a political subdivision of the State of California (the "Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor owns a certain communications tower and owns a certain parcel of land located at Blue Mountain, Southerly of the intersection of Honey Hill Drive and Palm Avenue, Grand Terrace, CA 92313-5532 more commonly known to Licensor as the BLUE MOUNTAIN #2, T1, CA tower site (the "Tower Facility"); and

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

WHEREAS, Licensee desires to modify its equipment at the Tower Facility ("Modified Equipment"); and

WHEREAS, the Parties agree that as consideration for Licensee's Modified Equipment, the current Monthly License Fee payable under the Agreement shall be increased as set forth herein.

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-1.
- 2) Licensor and Licensee agree and acknowledge that Exhibit A to the Agreement is hereby deleted in its entirety as of the date this First Amendment is fully executed and shall be replaced with Exhibit A-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit A-1 and Licensee's equipment information set forth in the Agreement, the Exhibit A-1 shall control.
- 3) Effective upon the earlier to occur of: i) commencement of installation of the Modified Equipment; or ii) May 27, 2012 ("Commencement Date"), the Monthly License Fee shall be increased by One Hundred Twenty-Five and 00/100 Dollars (\$125.00) per month ("Increased Fee"). The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.

- 4) Notwithstanding anything to the contrary in the Agreement, the offer to Licensee expressed in this First Amendment shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Facility completed after the execution of this First Amendment by Licensor but before the Commencement Date of the installation of Licensee's Modified Equipment indicates that the Tower Facility 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 Facility on mutually agreeable terms.
- 5) In the event that Licensor determines a Shared Site Interference Study is required, Licensor and Licensee agree and acknowledge that this First Amendment shall be contingent upon a satisfactory result of said Shared Site Interference Study.
- 6) Licensor and Licensee agree and acknowledge that all future payments of the Monthly License Fee shall be made to the Licensor at the following remittance address:

American Tower Corporation
Lockbox 7501
PO Box 7247
Philadelphia, PA 19170-7501

- 7) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 8) 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]

IN WITNESS WHEREOF, the Parties hereto have set their hands to this First Amendment to that certain Renewal 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: 4-16-12

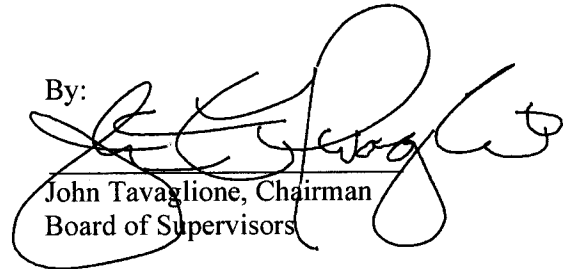
LICENSEE:

COUNTY OF RIVERSIDE
a political subdivision of the State of
California

ATTEST:


Kecia Harper-Ihem
Clerk of the Board

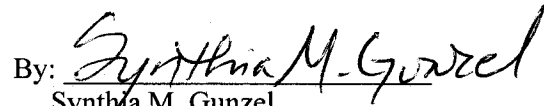
By:


John Tavaglione, Chairman
Board of Supervisors

By: _____

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: 
Synthia M. Gunzel
Deputy County Counsel

Licensors Site Name/Number: BLUE MOUNTAIN #2, T1, CA / 4460

Licensors Contract Number: 286269

Licensee Site Name/Number: Blue Mountain/GT002

EXHIBIT A-1

EXHIBIT A-1

County of Riverside

BLUE MOUNTAIN #2, T1

GROUND SPACE REQUIREMENTS

PRIMARY CONTIGUOUS LEASE AREA DIMENSIONS (LxWxH (ft))	2' x 18' x 7'	Sq. ft. N/A
INSIDE ATC SHELTER	<input checked="" type="checkbox"/> DIMENSIONS (LxWxH (ft)) 2' x 6' x 7'	
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	<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
PAD FOR GENERATOR	<input type="checkbox"/>	DIMENSIONS (LxW (ft))	N/A
FUEL TANK	<input type="checkbox"/>	DIMENSIONS (LxW (ft))	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?	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input checked="" type="checkbox"/> X
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 type="checkbox"/>	ATC PROVIDED <input checked="" 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	Transmitter & Receiver	N/A	N/A	N/A	N/A
QTY of TRANSMITTERS/RECEIVERS	14	1	N/A	N/A	N/A	N/A
MANUFACTURER	Ericsson	Motorola	N/A	N/A	N/A	N/A
TYPE & MODEL	Master III	PTP 600	N/A	N/A	N/A	N/A
TYPE of TECHNOLOGY	Two Way Radio	Microwave	N/A	N/A	N/A	N/A
TX POWER OUTPUT	78 Watts	+27 Dbm	N/A	N/A	N/A	N/A
*ERP (Watts)	257 Watts	500Watts	N/A	N/A	N/A	N/A
ELECTRIC SERVICE REQUIRED (Amps/Volts)	20 Amps / 120 Volts		N/A	N/A	N/A	N/A

ANTENNA EQUIPMENT SPECIFICATIONS

EQUIPMENT TYPE:	OMNI	Panel	GPS	Radio/ODU	TTA/TMA	N/A
RAD CENTER AGL (ft)	76'	58.5', 63.5'	12' (on building roof)	25'	70'	N/A
EQUIPMENT MOUNT HEIGHT (ft)	70'	60'	12' (on building roof)	25'	70'	N/A
EQUIPMENT MOUNT TYPE	Leg	Leg	N/A	Leg	Leg	N/A
EQUIPMENT MANUFACTURER	Decibel	Sinclair	SpectraCom	Motorola	Generic	N/A
EQUIPMENT MODEL #	DB810K-XT	SRL-475	GPS Mini	PTP-600	Generic	N/A
EQUIPMENT DIMENSIONS (HxWxD) (Indicate feet or inches)	174" x 3"	42" x 18" x 6"	6" x 3"	12.20"x12.20"x4.1"	16" x 12" x 6"	N/A
EQUIPMENT WEIGHT (per item, in lbs.)	35 lbs	18 lbs	1 lbs	9.1 lbs	approx. 10 lbs	N/A
EQUIPMENT QUANTITY	1	2	2	1	1	N/A
AZIMUTHS / DIRECTION OF RADIATION (degrees) i.e. "0/180/240"	Omni	180	Omni	240	N/A	N/A
QTY. in EACH AZIMUTH / SECTOR, i.e. "4/4/4"	1	2	2	1	N/A	N/A
TX FREQUENCY	N/A	866 - 869 MHz	N/A	5.25-5.85 GHz	N/A	N/A
RX FREQUENCY	821 - 823 MHz	N/A	N/A	5.25-5.85 GHz	N/A	N/A
Is equipment using unlicensed frequencies?	No	No	No	Yes	N/A	N/A
ANTENNA GAIN	10 dBd	13 dBd	N/A	23 dBi	N/A	N/A
TOTAL # of LINES for equipment in column	3	2	2	2	N/A	N/A
LINE QTY. in EACH AZIMUTH / SECTOR, i.e. "5/5/5"	3	2	2	2	N/A	N/A
LINE TYPE	Coax	Coax	Coax	CAT5	N/A	N/A
LINE DIAMETER / SIZE	(1) 7/8" (2) 1/2"	1-5/8"	1/4"	CAT 5	N/A	N/A