



ORIGINAL

Contract Number
08-404 A-2

SAP Number

Real Estate Services Department

Department Contract Representative
Telephone Number

Terry W. Thompson, Director
(909) 387-5252

Contractor

Los Angeles SMSA Limited
Partnership dba Verizon Wireless

Contractor Representative
Telephone Number

(866) 862-4404

Contract Term

10/1/07 – 4/30/2024

Original Contract Amount

\$305,892.00

Amendment Amount

\$305,394.00

Total Contract Amount

\$611,286.00

Cost Center

7810001000

GRC/PROJ/JOB No.

89002462

Internal Order No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, COUNTY and LICENSEE have previously entered into a License Agreement, Contract No. 08-404 Dated May 13, 2008 and amended by a First Amendment dated April 9, 2013 (collectively, the "License"), wherein COUNTY agreed to license certain property to the LICENSEE and which License term expired on June 30, 2017; and,

WHEREAS, following a twenty-two (22) month holdover of the License on the same terms and conditions of the License, except for rent, with COUNTY's consent, COUNTY and LICENSEE now desire to amend the License to reflect LICENSEE's exercise of the second of three five-year options to renew the term of the License for the period of May 1, 2019 through April 30, 2024 and to amend certain other provisions of the License; and,

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the License is amended as follows:

1. Effective for the period from July 1, 2017 through April 30, 2019, pursuant to Paragraph 8, HOLDING OVER, LICENSEE shall, with COUNTY's express consent granted herein, continue the License on a holdover basis for the period from July 1, 2017 to April 30, 2019 at an monthly rental amount of Four Thousand Five Hundred Fifty-Three and 78/100 Dollars (\$4,553.78) and a total of One Hundred Thousand One Hundred Eighty-Three and 16/100 Dollars (\$100,183.16) due from LICENSEE for the duration of said holdover period.

The County acknowledges and agrees that the foregoing monthly rental amount is calculated in accordance with the holdover provisions of the License. COUNTY and LICENSEE acknowledge and agree that, as of the date of this Second Amendment, LICENSEE has paid an amount of Seventy-Seven Thousand Two Hundred Eighty Nine and 89/100 Dollars (\$77,289.89) towards the fees due under the License. Within forty-five (45) days after the mutual execution of this Second Amendment, LICENSEE shall pay to County the balance due of Twenty-Two Thousand Eight Hundred Ninety-Three and 27/100 Dollars (\$22,893.27) for said Twenty-two (22) month holdover period.

2. Effective as of May 1, 2019, DELETE in its entirety the existing reference term COUNTY'S ADDRESS FOR NOTICES on Page 1 of the Basic License Terms – Reference Pages and SUBSTITUTE therefore a new reference term COUNTY'S ADDRESS FOR NOTICES, which shall read as follows:

"COUNTY'S ADDRESS FOR NOTICES: County of San Bernardino
Real Estate Services Department
385 North Arrowhead Avenue
San Bernardino, CA 92415-0180"

3. Effective as of May 1, 2019, DELETE in its entirety the existing reference term COUNTY'S ADDRESS FOR RENT on Page 1 of the Basic License Terms – Reference Pages and SUBSTITUTE therefore a new reference term COUNTY'S ADDRESS FOR RENT, which shall read as follows:

"COUNTY'S ADDRESS FOR RENT: County of San Bernardino
Real Estate Services Department
385 North Arrowhead Avenue
San Bernardino, CA 92415-0180"

4. Effective as of May 1, 2019, DELETE in its entirety the existing reference TERM OF LICENSE on Page 2 of the Basic License Terms – Reference Pages and SUBSTITUTE therefore a new reference term TERM OF LICENSE, which shall read as follows

"TERM OF LICENSE: As set forth in Paragraph 5, TERM"

5. Effective as of May 1, 2019, DELETE in its entirety the existing reference term TERMINATION DATE on Page 2 of the Basic License Terms – Reference Pages and SUBSTITUTE therefore a new reference term TERMINATION DATE, which shall read as follows

"TERMINATION DATE: April 30, 2024"

6. Effective as of May 1, 2019, DELETE in its entirety the existing reference term ANNUAL RENT on Page 2 of the Basic License Terms – Reference Pages and SUBSTITUTE therefore a new reference term ANNUAL RENT, which shall read as follows

"ANNUAL RENT: As set forth in Paragraph 6, RENT"

7. Effective as of May 1, 2019, DELETE in its entirety the existing reference term OPTION TO EXTEND on Page 2 of the Basic License Terms – Reference Pages and SUBSTITUTE therefore a new reference term OPTION TO EXTEND, which shall read as follows

"OPTION TO EXTEND: One (1) five-year option"

8. Effective as of May 1, 2019, pursuant to LICENSEE's exercise of its second five-year option in accordance with Paragraph 7, OPTION TO EXTEND TERM, the term of the License is extended as provided in Paragraph 5, TERM for the period of May 1, 2019 through April 30, 2024 ("Second Extended Term").

9. Effective as of May 1, 2019, DELETE in its entirety the existing Paragraph 6, RENT, and SUBSTITUTE therefore a new Paragraph 6, RENT, which shall read as follows:

“6. **RENT:** LICENSEE shall pay to COUNTY the following annual rental payments in advance on January 1, of each year, commencing when the Second Extended Term commences and continuing on each January 1 throughout the Second Extended Term:

May 1, 2019 through April 30, 2020 – annual payment of \$37,887.45
May 1, 2020 through April 30, 2021 – annual payment of \$39,402.95
May 1, 2021 through April 30, 2022 – annual payment of \$40,979.07
May 1, 2022 through April 30, 2023 – annual payment of \$42,618.23
May 1, 2023 through April 30, 2024 – annual payment of \$44,322.96”

10. Effective as of May 1, 2019, DELETE in its entirety the existing Paragraph 11, RATES AND PAYMENT TERMS, and SUBSTITUTE therefore a new Paragraph 11, RATES AND PAYMENT TERMS, which shall read as follows:

“11. **RATES AND PAYMENT TERMS:** Payment rates and conditions are set forth above in Paragraph 6, RENT.

Payment address is: County of San Bernardino
Real Estate Services Department
385 N. Arrowhead Avenue
San Bernardino, CA 92415-0180”

11. Effective as of May 1, 2019, DELETE in its entirety, the existing Paragraph 17, GENERAL TERMS AND CONDITIONS, subparagraph G, Notifications, and SUBSTITUTE therefore a new Paragraph 17, GENERAL TERMS AND CONDITIONS, subparagraph G, Notifications, which shall read as follows:

“17. **GENERAL TERMS AND CONDITIONS:**

G. Notifications - Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by United States mail, postage prepaid, certified or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered and effective upon the earlier of (i) actual receipt or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by or United States mail, postage prepaid, certified or registered, return receipt requested.

Licensee's Address: Los Angeles SMSA Limited Partnership
dba Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

COUNTY'S Address
for Notices: County of San Bernardino
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180”

12. Effective as of May 1, 2019, DELETE in its entirety Paragraph 23, SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS, and SUBSTITUTE therefore a new Paragraph 23, RESERVED.

All other provisions and terms of the License Agreement, 'Contract No. 08-404, as previously amended, shall remain the same and are hereby incorporated by reference. In the event of any conflict between the License, as previously amended, and this Second Amendment, the provisions and terms of this Second Amendment shall control.

END OF SECOND AMENDMENT.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

COUNTY OF SAN BERNARDINO

► Curt Hagman
Curt Hagman, Chairman, Board of Supervisors

Dated: APR 02 2019

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By [Signature]
Deputy


LOS ANGELES SMSA LIMITED PARTNERSHIP
dba VERIZON WIRELESS, by AirTouch Cellular Inc.,
its General Partner

(Print or type name of corporation, company, contractor, etc.)

By [Signature]
(Authorized signature - sign in blue ink)

Name Steven Lamb
(Print or type name of person signing contract)

Title Director of Network Engineering
(Print or Type)

Dated: 1/18/18

Address 180 Washington Valley Road
Bedminister, NJ 07921

Approved as to Legal Form

► [Signature]
Agnes I. Cheng, Deputy County Counsel

Date 1/14/19

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

► [Signature]
Jim Miller, Real Property Manager

Date 3-20-19

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

April 2, 2019

**FROM: TERRY W. THOMPSON, Director
Real Estate Services Department**

SUBJECT: AMENDMENT NO. 2 TO REVENUE LICENSE AGREEMENT WITH LOS ANGELES SMSA LIMITED PARTNERSHIP FOR LAND AND ANTENNA SPACE IN YUCCA VALLEY

RECOMMENDATION(S)

Approve **Amendment No. 2** to revenue **License Agreement No. 08-404** with Los Angeles SMSA Limited Partnership to extend the term of the license for the period of May 1, 2019 through April 30, 2024, following a permitted holdover, adjust the license fee and update standard license agreement language for approximately 2,501 square feet of County-owned land and antenna space on the County-owned tower at Paxton Hill in Yucca Valley for total revenue in the amount of \$305,394.

(Presenter: Terry W. Thompson, Director, 387-5252)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS AND OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.

FINANCIAL IMPACT

Approval of this item will not require additional Discretionary General Funding (Net County Cost). The total revenue to be received by the County during this five-year amendment is \$305,394, which includes \$205,211 for the extended five-year term, plus an additional \$100,183 for a 22-month permitted holdover tenancy for the period of July 1, 2017 through April 30, 2019. Revenue will be deposited in the Rents budget (7810001000). There is no expense to the County associated with this license. Annual revenue effective May 1, 2019 is as follows:

<u>Year</u>	<u>Annual Revenue</u>
May 1, 2019 – April 30, 2020	\$ 37,887.45
May 1, 2020 – April 30, 2021	\$ 39,402.95
May 1, 2021 – April 30, 2022	\$ 40,979.07
May 1, 2022 – April 30, 2023	\$ 42,618.23
May 1, 2023 – April 30, 2024	\$ 44,322.96
Total Revenue	\$205,210.66

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cc: RESD-Thompson w/ agree
Contractor c/o RESD w/ agree
CAO-Roosa
File - w/ agree
mb 04/05/19

ITEM 20

Record of Action of the Board of Supervisors

APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board of Supervisors

MOTION	<u>MOVE</u>	<u>AYE</u>	<u>SECOND</u>	<u>AYE</u>	<u>AYE</u>
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY

DATED: April 02, 2019

AMENDMENT NO. 2 TO REVENUE LICENSE AGREEMENT WITH LOS ANGELES SMSA LIMITED PARTNERSHIP FOR LAND AND ANTENNA SPACE IN YUCCA VALLEY
APRIL 2, 2019
PAGE 2 OF 3

BACKGROUND INFORMATION

The recommended action will amend an existing license with Los Angeles SMSA Limited Partnership dba Verizon Wireless (Verizon) to extend the term of the license by Verizon's exercising of the second of three five-year options for approximately 2,501 square feet of County-owned land and antenna space on the County-owned tower located at Paxton Hill in Yucca Valley for the operation and maintenance of a cellular communication site.

On May 13, 2008 (Item No. 40), the Board of Supervisors (Board) approved a five-year License Agreement No. 08-404, with three five-year options to extend the term of the license, with Verizon for the use of approximately 2,501 square feet of County-owned land and antenna space on the County-owned tower located at Paxton Hill in Yucca Valley for the construction, operation and maintenance of a cellular communication site. In the 10 years since the license was originally approved, the Board has approved one amendment, extending the term of the license for the period of July 1, 2012 through June 30, 2017, adjusting the license fee and updating standard license agreement language.

<u>Amendment No.</u>	<u>Approval Date</u>	<u>Item No.</u>
1	April 9, 2013	37

In December 2016, Verizon notified the Real Estate Services Department (RESA) of its intention to extend the term of the license through the exercise of an available five-year option. During negotiations regarding the terms of the renewal, the license went into holdover status as of July 1, 2017. Verizon has continued to occupy the site and abide by the terms of the agreement on a month-to-month basis at a holdover license fee of 150% of the license fee due at the time the license term expired. Amendment No. 2 to License Agreement No. 08-404, extends the term of the license for the period of May 1, 2019 through April 30, 2024, following a permitted 22-month holdover, provides for an increased license fee and updates standard license agreement language. All other terms and conditions of the license remain unchanged.

Summary of License Terms

Licensee:	Los Angeles SMSA Limited Partnership dba Verizon Wireless (Steven Lamb, Director of Network Engineering)
Location:	Paxton Hill, Yucca Valley
Size:	Approximately 2,501 square feet of land and antenna space on the County-owned tower
Term:	Five years commencing May 1, 2019
Options:	One five-year option

AMENDMENT NO. 2 TO REVENUE LICENSE AGREEMENT WITH LOS ANGELES SMSA LIMITED PARTNERSHIP FOR LAND AND ANTENNA SPACE IN YUCCA VALLEY
APRIL 2, 2019
PAGE 3 OF 3

Summary of License Terms

	<u>Annual</u>
Rent:	(old) \$36,430.00
	(new) \$37,887.45
	*High-range for comparable facilities in the Yucca Valley area per supporting license comparables on file
Annual Increases:	4%
Improvement Costs:	None
Maintenance:	Provided by Licensee
Utilities:	Provided by Licensee
Insurance:	The Certificate of Liability Insurance, as required by the license, is on file with RESD
Right to Terminate:	The County has the right to terminate with 180-days' written notice; the Licensee has the right to terminate with 90-days' prior written notice in the event of loss of any permits required to operate the telecommunication facilities.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Agnes Cheng, Deputy County Counsel, 387-5455) on February 20, 2019; Finance (Ginger Roosa, Administrative Analyst, 387-4883) on March 14, 2019; and County Finance and Administration (Matthew Erickson, County Chief Financial Officer, 387-5423) on March 19, 2019.

(KB: 677-7961)

LOCATION MAP - YUCCA VALLEY
INFORMATION SERVICES DEPARTMENT
PAXTON HILL
58399 SERIN DRIVE

