

COUNTY OF EL DORADO

FACILITY USE AGREEMENT #498-0411

THIRD AMENDMENT

This THIRD AMENDMENT TO FACILITY USE AGREEMENT (the "Amendment") is effective the _____ day of _____, 2014, between County of El Dorado, a political subdivision of the State of California ("County"), and Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless, successor-in-interest to El Dorado Cellular, a California Corporation, d/b/a Mountain Cellular ("Verizon Wireless").

RECITALS

A. County owns certain real property located at 300 Fair Lane, City of Placerville, County of El Dorado, State of California (the "Property"), commonly known as the Placerville Sheriff's Department.

B. County and Verizon Wireless, or their predecessors-in-interest, are parties to that certain Facility Use Agreement dated May 1, 2003, as amended by that certain Amendment I to Facility Use Agreement dated December 12, 2006 (the "First Amendment") and Amendment II dated December 14, 2010 (the "Second Amendment") (collectively, the "Agreement"), whereby County granted Verizon Wireless authorization to mount antennas and place communications equipment on the Property.

C. Pursuant to this Amendment, County and Verizon Wireless desire to amend the Agreement to allow Verizon Wireless to install certain additional equipment on the Property and to replace Exhibit "C-1" to the Second Amendment with Exhibit "C-2" attached hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. EQUIPMENT MODIFICATION. County hereby grants Verizon Wireless the right to remove, install, operate and maintain, at Verizon Wireless' sole cost and expense the following and as depicted on Exhibit "C-2" attached hereto and made a part hereof.

2. EXHIBITS. Exhibit "C-1" to the Second Amendment is hereby deleted in its entirety and replaced with Exhibit "C-2" attached hereto.

3. NOTICE. County's notice address in Paragraph 4 of the original Agreement is hereby replaced with the following:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, CA 95667
Attention: Russell Fackrell, Facilities Manager
Telephone: (530) 621-7596

4. Paragraph 9 of the original agreement is hereby replaced in its entirety with the following: INDEMNITY: Verizon Wireless and County shall defend, indemnify, and hold the other harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which are claimed to or in any way arise out of or are connected with the negligence or intentional misconduct of the indemnifying party, except to the extent caused by the negligence or intentional misconduct of the indemnified party, its officers and employees, or as expressly prescribed by statute. This duty to indemnify and save harmless includes the duties to defend set forth in California Civil Code Section 2778.

5. Paragraph 16 of the original agreement is hereby replaced in its entirety with the following: ADMINISTRATOR. The County Officer or employee with the responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

6. CONTINUED EFFECT. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

CONTRACT ADMINISTRATOR:

By: 
Russell Fackrell, Facilities Manager
Chief Administrative Office

Dated: 9/30/14

IN WITNESS WHEREOF, County and Verizon Wireless have caused this Third Amendment to be executed by each party's duly authorized representative effective as of the date first above written.

COUNTY:

County of El Dorado, a political subdivision of the State of California

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

James S. Mitrison, Clerk of the Board of Supervisors

By: _____

Date: _____

VERIZON WIRELESS:

Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless

By:  _____

Brian Mecum
Area Vice President Network

Date: 9/24/14


EXHIBIT "C-2"

Description and Depiction of the Premises

(See Attached)

CD DRAWING SIGN-OFF

DATE: _____ TIME: _____ % CWC-PLEASE RETURN BY: _____


 SIGNATURE _____ DATE _____

SITE ACQUISITION: _____

PLANNING: _____

CONSTRUCTION: _____

MANAGEMENT: _____

 SIGNATURE _____ DATE _____

CONSTRUCTION: _____

RF ENGINEER: _____

M/E ENG./TRANSPORT: _____

EQUIPMENT ENGINEER: _____

OTHER (IF APPLICABLE): _____

SIGNATURE _____ DATE _____

GENERAL NOTES

1. DRAWINGS ARE NOT TO BE SCALED, WRITTEN DIMENSIONS TAKE PRECEDENCE, AND THIS SET OF PLANS IS INTENDED TO BE USED FOR DIAGRAMMATIC PURPOSES ONLY, UNLESS NOTED OTHERWISE. THE GENERAL CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND ANYTHING ELSE DEEMED NECESSARY TO COMPLETE INSTALLATIONS AS DESCRIBED HEREIN.

2. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS INVOLVED SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT, WITH THE CONSTRUCTION AND CONTRACT DOCUMENTS, FIELD CONDITIONS AND CONFIRM THAT THE PROJECT MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY ERRORS, OMISSIONS, OR DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.

3. THE GENERAL CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/CONTRACT DOCUMENTS.

4. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURER'S/VENDOR'S SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.

6. ALL WORK PERFORMED ON PROJECT AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK.

7. GENERAL CONTRACTOR SHALL PROVIDE AT THE PROJECT SITE A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ADDENDUMS OR CLARIFICATIONS FOR THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.

8. THE STRUCTURAL COMPONENTS OF THIS PROJECT SITE/FACILITY ARE NOT TO BE ALTERED BY THIS CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE.

9. DETAILS HEREIN ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS OR SITUATIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE SCOPE OF WORK.

10. SEAL PENETRATIONS THROUGH FEE-RATED AREAS WITH ULL LISTED OR FIRE MARSHALL APPROVED MATERIALS IF APPLICABLE TO THIS FACILITY AND OR PROJECT SITE.

11. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION. UPON COMPLETION OF WORK, CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO THE CONSTRUCTION ON OR ABOUT THE PROPERTY.

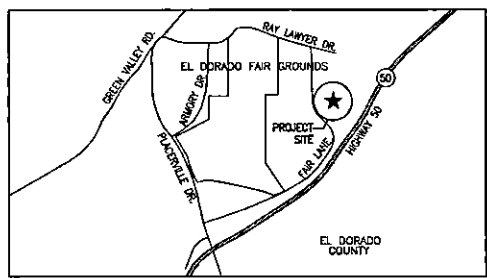
12. CONTRACTOR SHALL SEE TO IT THAT GENERAL WORK AREA IS KEPT CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DEPOSE OF ALL DIRT, DEBRIS, RUBBERISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SALADGES OF ANY NATURE.

13. THE ARCHITECTS/ENGINEERS HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. CONTRACTORS BIDDING THE JOB ARE NEVERTHELESS CAUTIONED THAT AMOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. THE BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE ARCHITECT/ENGINEER OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED OTHERWISE.



255 Parkshore Drive, Folsom, CA 95630

PLACERVILLE SHERIFF
AWS PROJECT
300 FAIR LANE
PLACERVILLE, CA 95667
APN: 325-240-21
LOCATION #: 160197
PROJECT #: 20130962050



PLACERVILLE, CA LOCATION PLAN

DIRECTIONS

FROM VERIZON OFFICE @
255 PARKSHORE DR., FOLSOM, CA 95630:

- 1: START OUT GOING SOUTHWEST ON PARKSHORE DR TOWARD FOLSOM BLVD.
- 2: TURN LEFT ONTO FOLSOM BLVD.
- 3: MERGE ONTO US-50 E TOWARD PLACERVILLE.
- 4: TAKE THE FORN ROAD EXT TOWARD PLACERVILLE DRIVE.
- 5: TURN SLIGHT RIGHT ONTO FORN RD.
- 6: STAY STRAIGHT TO GO ONTO PLACERVILLE DR.
- 7: TURN SHARP RIGHT ONTO FAIR LN.
- 8: END AT 300 FAIR LN PLACERVILLE, CA 95667-4101

PROJECT MILESTONES

11/04/2013	90% CONSTRUCTION DOCUMENTS
12/30/2013	100% CONSTRUCTION DOCUMENTS
01/16/2014	100% CONSTRUCTION DOCUMENTS REVISION 1

PROJECT DIRECTORY

LANDLORD:
EL DORADO COUNTY
360 FAIR LANE
PLACERVILLE, CA 95667

APPLICANT:
VERIZON WIRELESS
255 PARKSHORE DRIVE
FOLSOM, CA 95630

ARCHITECT:
MANUEL S. ISHAKS
MST ARCHITECTS, INC.
801 ALHAMBRA BLVD., SUITE 2
SACRAMENTO, CA 95816
915-341-0405
manuel@mstarchitects.com

CONSTRUCTION MANAGER:
TO BE DETERMINED

PROJECT SUMMARY

PROPERTY INFORMATION
LATITUDE: N39° 43' 35.99" NAD 83
LONGITUDE: W120° 49' 36.78" NAD 83

ASSESSOR'S PARCEL NUMBER: 325-240-21

JURISDICTION: EL DORADO COUNTY

OCCUPANCY: S-2 (UNMANNED TELECOMMUNICATIONS FACILITY) U (TOWER)

TYPE OF CONSTRUCTION: V-B

ZONING: N/A

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

1. 2013 CALIFORNIA ADMINISTRATIVE CODE (CAC) (INCL. TITLE 24 & 25)
2. 2013 CALIFORNIA BUILDING CODE (CBC)
3. 2013 CALIFORNIA RESIDENTIAL BUILDING CODE
4. 2013 CALIFORNIA ELECTRICAL CODE (CEC)
5. 2013 CALIFORNIA MECHANICAL CODE (CMC)
6. 2013 CALIFORNIA PLUMBING CODE (CPC)
7. 2013 CALIFORNIA ENERGY CODE (CEC)
8. 2013 CALIFORNIA HISTORICAL BUILDING CODE
9. 2013 CALIFORNIA FIRE CODE (CFC)
10. 2013 CALIFORNIA EXISTING BUILDING CODE
11. 2013 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGreen CODE)
12. 2013 CALIFORNIA REFERENCED STANDARDS CODE
13. LOCAL COUNTY OR CITY ORDINANCES
14. PRE-FABRICATED EQUIPMENT SHELTER IS STATE OF CALIFORNIA INSPECTED AND APPROVED. NOT FOR LOCAL INSPECTION.

ACCESSIBILITY REQUIREMENTS: THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. ACCESSIBILITY NOT REQUIRED IN ACCORDANCE WITH THE 2013 CBC 11B-203.5, AND 11B-202.4 EXCEPTION 7.

PROJECT DESCRIPTION

PROPOSED MODIFICATION OF AN EXISTING VERIZON WIRELESS TELECOMMUNICATIONS FACILITY, INCLUDING:

- REMOVE (6) EXISTING VERIZON WIRELESS ANTENNAS & REPLACE W/ (6) NEW VERIZON WIRELESS ANTENNAS ON EXISTING PIPE MOUNTS.
- NEW ANTENNAS TO HAVE RET MOTORS.
- INSTALL (6) NEW RUNS OF 1 5/8" COAXIAL CABLES.
- INSTALL (1) NEW VERIZON WIRELESS RET CABLE ALONG EXISTING CABLE ROUTE.
- INSTALL (3) NEW EXTRA HIGH STRENGTH 3/16" DIAMETER, 7 STRAND GUY WIRES WITH EXISTING

NOTE: VERIZON WIRELESS ANTENNAS & EQUIPMENT TO BE PAINTED TO MATCH

INDEX OF DRAWINGS

1. T1.1	TITLE SHEET, LOCATION PLAN, PROJECT DATA
2. A1.1	OVERALL SITE PLAN
3. A1.2	ENLARGED EQUIPMENT LAYOUT PLANS
4. A2.1	PROJECT ELEVATIONS
5. A3.1	CONSTRUCTION DETAILS
6. S1	STRUCTURAL NOTES PLANS & DETAILS BY LAMBERT ENGINEERING SERVICES



MST ARCHITECTS
MANUEL S. ISHAKS
ARCHITECT
801 ALHAMBRA BLVD., SUITE 2
SACRAMENTO, CA 95816
915-341-0405
manuel@mstarchitects.com

PLACERVILLE SHERIFF
AWS PROJECT
300 FAIR LANE
PLACERVILLE, CA 95667



TITLE SHEET, LOCATION PLAN, PROJECT DATA



Revisions:

File: 10-1152_B2_5.dwg
Drawn By: MLI
Checked By: MLI
Scale: AS NOTED
Date: 07/25/14
Job No. 10-1152

T1.1

AI.1

Job No. 12345

Date: 01/17/14

Scale: As Shown

Checked By: JLT

Drawn By: JLT

Reviewed By: JLT

Revisions:

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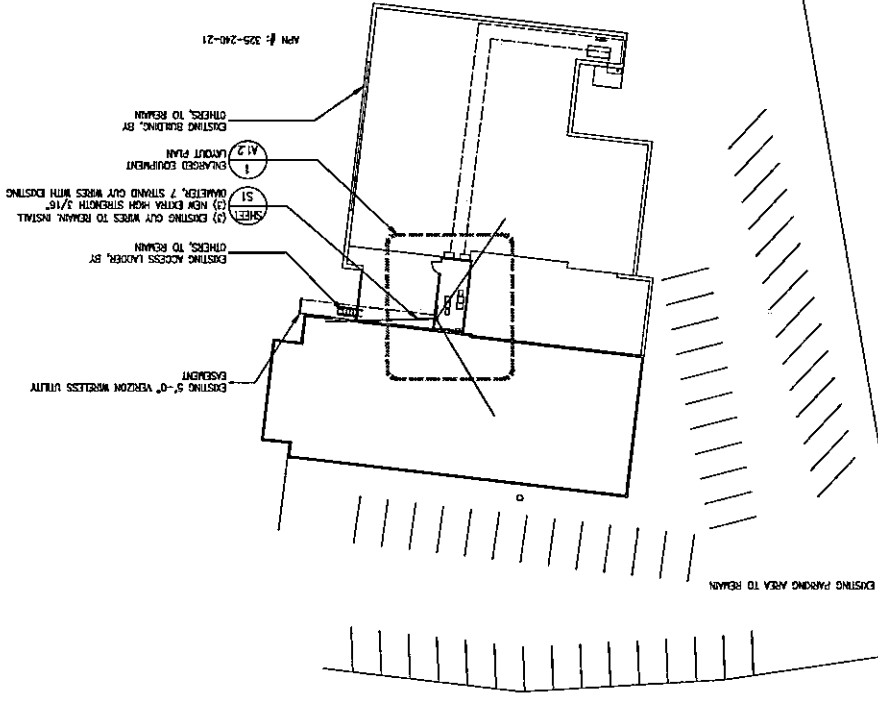
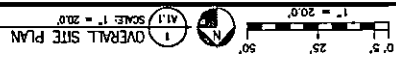


SHEET TITLE:

PLACERVILLE SHERIFF
AMS PROJECT
300 FAIR LANE
PLACERVILLE, CA. 95667
OVERALL SITE PLAN



MST ARCHITECTS
1000 MAIN STREET
PLACERVILLE, CA 95667
TEL: 530-273-1234
WWW.MSTARCHITECTS.COM



FAIR LANE

EXISTING PARKING AREA TO REMAIN

APN #: 325-240-21

EXISTING BUILDING, BY OTHERS TO REMAIN

(M.2) CHANGED EQUIPMENT LAYOUT PLAN

(S1) QUARTER, 7 STWARD CUT WIRES WITH EXISTING

(S1) NEW EXTRA HIGH STRENGTH 3/16"

EXISTING CUT WIRES TO REMAIN, INSTALL

OTHERS TO REMAIN

EXISTING ACCESS LAOBER, BY OTHERS TO REMAIN

EXISTING 5'-0" VERIZON WIRELESS UTILITY

A1.2

Job No. 10283
 Date: 07/17/14
 Scale: As Shown
 Checked By: MHT
 Drawn By: JAM
 Title: ENLARGED ANTENNA

REVISIONS

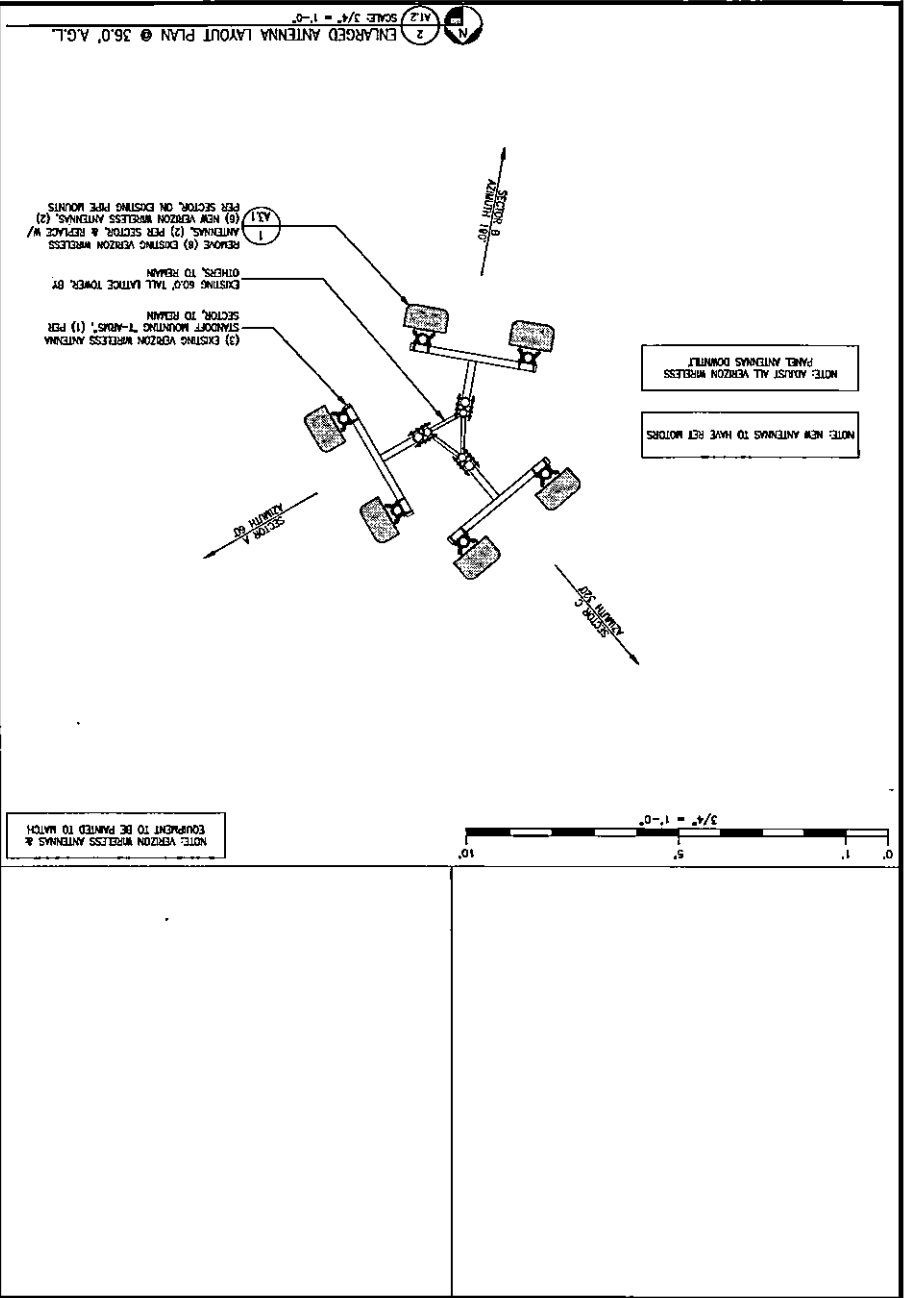
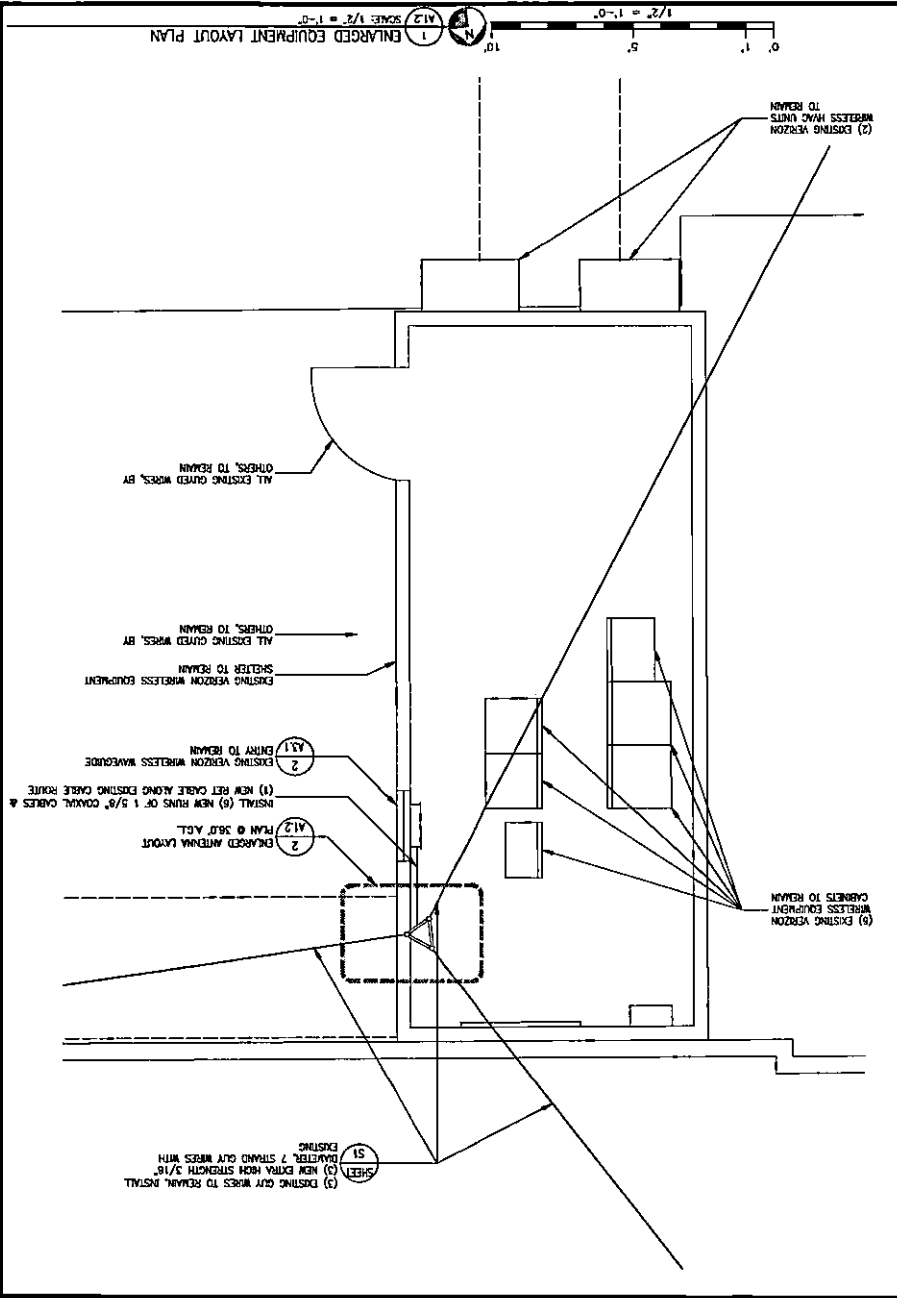


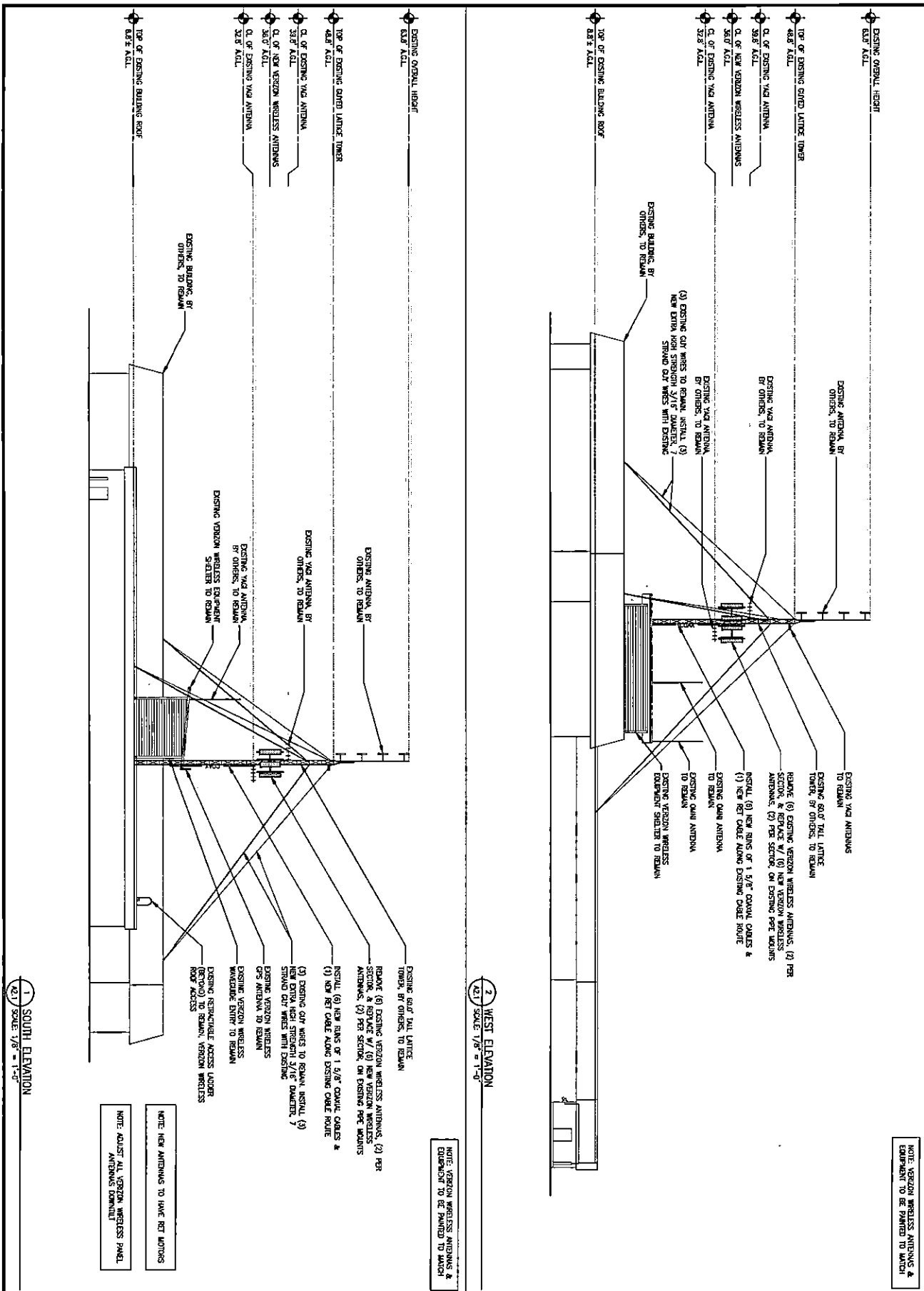
SHEET TITLE: **ENLARGED EQUIPMENT LAYOUT PLANS**

PLACEVILLE, SHERRIFF
 AHS PROJECT
 300 FAIR LAKE
 PLACENVILLE, CA 95667

MST ARCHITECTS
 1000 S. GARDEN AVENUE, SUITE 100
 PLACENVILLE, CA 95667
 (530) 256-1111
 www.mstarchitects.com

CENTRALITE





NOTE: VERIZON WIRELESS ANTENNAS & EQUIPMENT TO BE PAINTED TO MATCH

NOTE: VERIZON WIRELESS ANTENNAS & EQUIPMENT TO BE PAINTED TO MATCH

NOTE: NEW ANTENNAS TO HAVE RET MOTORS
NOTE: ADJUST ALL VERIZON WIRELESS PANEL

1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

2 WEST ELEVATION
SCALE: 1/8" = 1'-0"

A2.1

DATE: 02/14/14
DRAWN BY: JLD
CHECKED BY: JLD
DATE: 02/14/14

PROJECT: AWS PROJECT
LOCATION: 300 FAIR LANE
PLACERVILLE, CA 95667



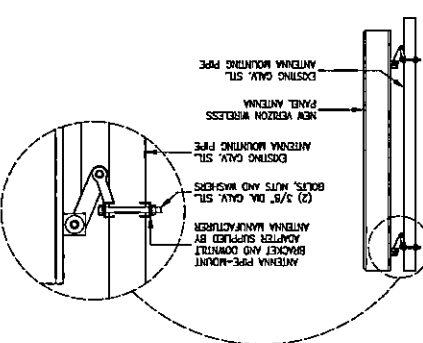
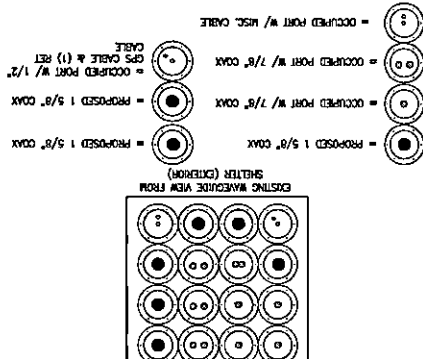
PLACERVILLE SHERIFF
AWS PROJECT
300 FAIR LANE
PLACERVILLE, CA 95667

Verizon WIRELESS

SHEET TITLE: PROJECT ELEVATIONS

MST ARCHITECTS
1011 B STREET, SUITE 200
PLACERVILLE, CA 95667
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WWW.MSTARCHITECTS.COM

CONCRETE
Structural Steel
Mechanical
Electrical
Plumbing
Fire Protection
Life Safety

<p>1 ANTENNA MOUNT DETAIL SCALE: 1" = 1'-0"</p>  <p>Labels in diagram: ANTENNA PRE-MOUNT BRACKET AND DOWNLEAD ANTENNA MANUFACTURER (2) 3/8" DIA. GALV. STL. BOLTS, NUTS AND WASHERS EXISTING GALV. STL. ANTENNA MOUNTING PIPE NEW VERIZON WIRELESS PANEL ANTENNA EXISTING GALV. STL. ANTENNA MOUNTING PIPE</p>			
<p>2 WAVEGUIDE DIAGRAM SCALE: 1-1/2" = 1'-0"</p>  <p>Legend: ● = PROPOSED 1 5/8" COAX ○ = OCCUPIED PORT W/ 7/8" COAX ○ = OCCUPIED PORT W/ 7/8" COAX ○ = OCCUPIED PORT W/ 1/2" GPS CABLE & (1) RET CABLE ○ = OCCUPIED PORT W/ MISC. CABLE</p> <p>EXISTING WAVEGUIDE VIEW FROM SHELTER (GENERON)</p>			

A3.1

Job No. 10303

Date: 07/17/14

Scale: AS SHOWN

Project: 300 Fair Lane

Client: Verizon Wireless

Architect: MST Architects

Contract No. 10303

Revision:

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PLACERVILLE SHERIFF
 AMS PROJECT
 300 FAIR LANE
 PLACERVILLE, CA 95667

VERIZON WIRELESS
 CONSTRUCTION DETAILS

MST ARCHITECTS
 1000 S. MAIN ST., SUITE 100
 PLACERVILLE, CA 95667
 TEL: 530-273-1111
 FAX: 530-273-1112
 WWW.MSTARCHITECTS.COM

COMP LETTERS
 1000 S. MAIN ST., SUITE 100
 PLACERVILLE, CA 95667
 TEL: 530-273-1111
 FAX: 530-273-1112
 WWW.COMPLETTERS.COM

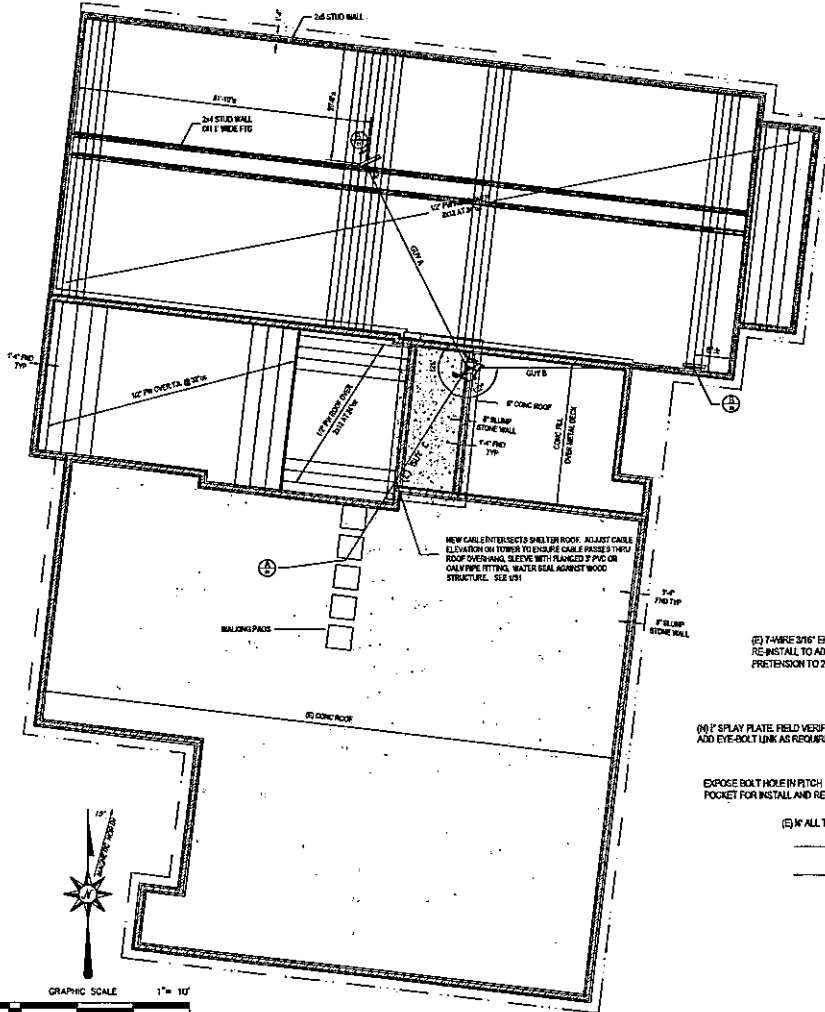
GENERAL NOTES

DESIGN

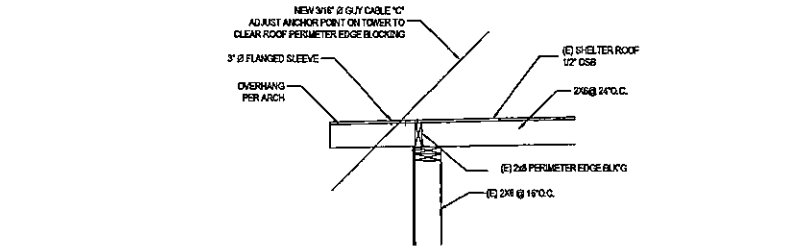
1. DESIGN PER TIA 224-D AND EBC 2014

GUY WIRES

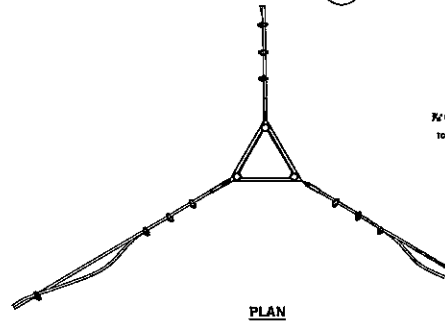
1. CABLE SHALL BE EXTENSION STRENGTH (ES) 3/16" DIAMETER, 7 STRAND CABLE, 6 X 19 W/L.
2. EACH LEVEL OF CABLES MUST BE GRADUALLY TIGHTENED TO AVOID COLLAPSE.
3. TENSILE ALL CABLES TO AN INITIAL TENSION OF 250LBS.
4. ADD A SET OF 2 NEW CABLES AT GUY 20' IN Y₁ ALONG WITH HORIZONTAL TOWER BAR AND CLEAR SHELTER INTERIOR.



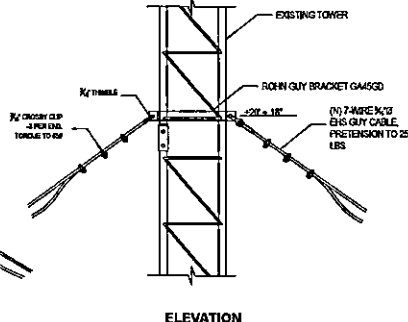
A ROOF & FND PLAN
SCALE: 1" = 10"



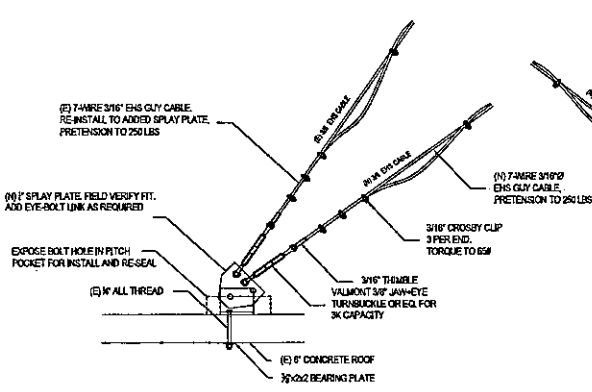
1 GUY CABLE C AT SHELTER ROOF
SCALE: 1" = 1"



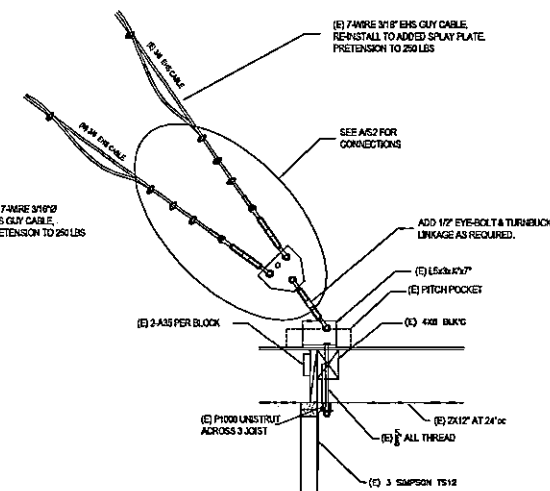
2 GUY ATTACHMENT @ TOWER
SCALE: 1" = 1'-0"



3 GUY ATTACHMENT @ TOWER
SCALE: 1" = 1'-0"



A GUY ANCHOR @ CONG. ROOF
SCALE: 1" = 1'-0"



B GUY ANCHOR @ WOOD ROOF
SCALE: 1" = 1'-0"

LAMBETH ENGINEERING SERVICES

REGISTERED CIVIL ENGINEER
No. C-45300
STATE OF CALIFORNIA

P.O. Box 323
Orem, UT 84057
801-224-8888
lambetheng.com

PLACERVILLE SHERIFF Tower Modifications Placerville, Ca.

verizon WIRELESS

SHEET TITLE: **STRUCTURAL NOTES PLANS & DETAILS**

Revisions:
File:
Drawn By: A
Checked By: M
Scale: AS SHOWN
Date: 12/30/13

Job No. **S1**