

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of October 17, 2006**

AGENDA TITLE: Second Amendment to Option and Site Lease Agreement - Cingular Wireless

DEPARTMENT: General Services Department

DEPT SIGNOFF:

CAO USE ONLY:

CONTACT: Deb Lane/Jordan Postlewait

DATE: 9/13/2006

PHONE: 5933/5330

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

General Services Department is recommending the Board; 1) approve the second Amendment to the Option and Site Lease Agreement dated May 7, 1991, between the County of El Dorado and Cingular Wireless to modify lease payment and provide an eight (8) year Rent Guarantee period. Said lease shall be for a period of five years commencing on November 1, 2006, and ending on October 31, 2011, with an automatic renewal for up to five (5) additional five (5) year terms and a fifteen (15%) percent increase after each five (5) year term; and 2) Authorize the Board Chairman to execute said amendment.

CAO RECOMMENDATIONS:

Financial impact? Yes () No

Funding Source: () Gen Fund Other

BUDGET SUMMARY:

Other: Airport Enterprise Fund

Total Est. Cost _____ \$0.00

CAO Office Use Only:

Funding

4/5's Vote Required () Yes () No

Budgeted _____ \$0.00

Change in Policy () Yes () No

New Funding _____

New Personnel () Yes () No

Savings _____

CONCURRENCES:

Other _____ \$5,184.00

Risk Management _____

Total Funding _____ \$0.00

County Counsel _____

Change in Net County Cost

Other _____

***Explain Revenue**

BOARD ACTIONS:

Vote: Unanimous _____ Or

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Ayes:

Date: _____

Noes:

Abstentions:

Attest: Cindy Keck, Board of Supervisors Clerk

Absent:

By: _____



The County of El Dorado

Department of General Services

Joanne M. Narloch, Director

Phone (530) 621-5847 Fax (530) 295-2538

October 17, 2006

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Re: Second Amendment to Option and Site Lease Agreement – Cingular Wireless

Dear Board Members:

Recommendation:

General Services Department is recommending the Board; 1) approve the second Amendment to the Option and Site Lease Agreement dated May 7, 1991, between the County of El Dorado and Cingular Wireless to modify lease payment and provide an eight (8) year Rent Guarantee period. Said lease shall be for a period of five years commencing on November 1, 2006, and ending on October 31, 2011, with an automatic renewal for up to five (5) additional five (5) year terms and a fifteen (15%) percent increase after each five (5) year term; and 2) Authorize the Board Chairman to execute said amendment.

Reason for Recommendation:

Cingular Wireless currently leases a portion of land located at the Placerville Airport to operate a cellular radio communication tower. This amendment will modify the lease payments and extend the lease period by providing a rent guarantee period commencing on November 1, 2006 and ending on October 31, 2014.

As a result of the acquisition of *AT&T Wireless* by *Cingular Wireless*, many of the wireless sites will be eliminated in the areas of overlapping coverage. *Cingular Wireless* has identified this site as one in jeopardy of possible elimination, due to other sites in the immediate vicinity. In an effort to assure extended use of this site, *Cingular Wireless* has offered a Rent Guarantee, for a period of 8 years, in exchange for a reduction in the monthly payment. The current rent is set at \$864 per month. This amendment would reduce the monthly payment by \$216, resulting in a rent payment of \$648 per month.

The County officer or employee with responsibility for administering this Lease is Jordan Postlewait, Manager of Airports, Parks, Grounds Division of General Services Department, or successor.

County Counsel and Risk Management have approved the lease, and a copy is on file in the Board Clerk's Office.

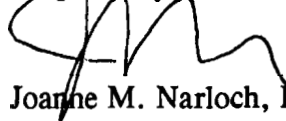
Fiscal Impact:

Approval of this addendum will provide revenues of \$7,776.00 per year.

Action to be Taken Following Approval:

- 1) Upon Board's approval and execution of amendment, all three originals will be returned to General Services.
- 2) General Services will forward to Cingular Wireless three original copies for their execution.
- 3) Upon execution by Cingular Wireless, they will forward two originals copies back to General Services.
- 4) General Services will forward a fully executed original to the Board of Supervisors for their files.

Respectfully submitted,



Joanne M. Narloch, Director
General Services Department

c: Jordan Postlewait, Airports, Parks and Grounds
Lease File

CONTRACT ROUTING SHEET

Date Prepared: 7/27/06

Need Date: 7/28/06

PROCESSING DEPARTMENT:

Department: General Services
Dept. Contact: Deb Lane/Jordan Postlewait
Phone #: 5933/5330
Department Head Signature: [Signature]
Joanne Narloch
Director

CONTRACTOR:

Name: Cingular Wireless
Address: 5565 Glenridge Connector 1800
Atlanta, GA 30342
Phone: (858) 799-7863

CONTRACTING DEPARTMENT: General Services Department

Service Requested: Second Amendment to Option and Site Lease Agreement
Contract Term: Sept. 1, 2006 – Aug. 31, 2014 Contract/Amendment Value: _____
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: X Disapproved: _____ Date: 7/27/06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

DATE: 7/27/06
ATTORNEY: [Signature]
DIST. INDEX NO. 141700
BY: [Signature]

EL PASO COUNTY
2006 JUN 24 PM 11:00
[Signature]

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 7/28/06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

JUL 28 2006

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

ORIGINAL

LandlordCell Site: PLACERVILLE AIRPORT
Lease ID: N114960
Site Address: 3501 AIRPORT RD, PLACERVILLE, CA 95667

SECOND AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND SITE LEASE AGREEMENT ("Amendment") dated as of the date below, by and between COUNTY OF EL DORADO, with an office/residing at PO Box 85, PLACERVILLE, CA 95667 (hereinafter referred to as "County") and NEW CINGULAR WIRELESS, PCS, LLC D/B/A CINGULAR WIRELESS, a Delaware limited liability company (as successor in interest to Cellular Pacific), having a mailing address of 6100 Atlantic Blvd., Norcross, GA 30071 (hereinafter referred to as "Lessee").

WHEREAS, County and Lessee entered into a(n) Option and Site Lease Agreement dated May 7, 1991; whereby County leased to Lessee certain Premises, therein described, that are a portion of the Property located at 3501 AIRPORT ROAD, PLACERVILLE, CA 95667 ("Agreement"); and

WHEREAS, County and Lessee desire to modify, as set forth herein, the term of the Agreement; and

WHEREAS, County and Lessee desire to modify, as set forth herein, the rent payable under the Agreement; and

WHEREAS, County and Lessee desire to modify, as set forth herein, the Lessee's obligations to pay rent to County for a rent guarantee period; and

WHEREAS, County and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Lessee hereby agree as follows:

1. **Term.** All references to the Term of the Agreement shall be amended to provide that the Agreement has a Term of sixty (60) months ("Initial Term"), commencing on November 1st, 2006. The Term will be automatically renewed for up to five (5) additional sixty (60) month terms (the "Extension Term") without further action by Lessee for additional periods of sixty (60) months, unless Lessee provides County written notice of its intention not to do so at least six (6) months prior to the end of the then current term.

2. **Termination.** After the Rent Guarantee Period, Lessee may terminate the Agreement at any time with Thirty (30) days prior written notice to County; provided, that Lessee pays to County an amount equal to Six (6) months of the then current Rent.

3. **Modification of Rent.** Commencing on November 1st, 2006, the Rent payable under the Agreement shall be Six Hundred Forty-Eight and No/100 Dollars (\$648.00) per month, and shall continue during the Term, subject to adjustment as provided below.

4. **Modification of Lessee's Obligation to Pay – Rent Guarantee.** Notwithstanding Lessee's obligations to pay rent set forth under the Agreement, for a ninety-six (96) month period commencing November 1st, 2006 and ending October 31st, 2014 ("Rent Guarantee Period"), Lessee hereby agrees that Lessee will be obligated to pay Rent due and such obligation will not be subject to offset or termination by Lessee.

5. **Future Rent Increases.** The Agreement is amended to provide that upon commencement of each Extension Term, Rent shall be increased by fifteen percent (15%) of the then current Rent.

6. **Notices.** Section eighteen (18) of the Agreement is hereby deleted in its entirety and replaced with the following: **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be

addressed to the parties as follows. As to Lessee, Cingular Wireless c/o Wireless Asset Management, Cell Site #/Name PLACERVILLE AIRPORT, P.O. Box 2088, Rancho Cordova, CA 95741-2088; with a copy to Cingular Wireless, ATTN: Real Estate Contracts, Cell Site #/Name PLACERVILLE AIRPORT, 6100 Atlantic Blvd., Norcross, GA 30071; and with a copy to Cingular Wireless, ATTN: Legal Department, Re: Cell Site #/Name PLACERVILLE AIRPORT, 15 East Midland Avenue, Paramus, NJ 07652; and as to County, COUNTY OF EL DORADO, ATTN: Contract Administrator, Jordan Postlewait, P.O. Box 85, Placerville, CA 95667. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

9. **Acknowledgement.** County acknowledges that: 1) this Amendment is entered into of the County's free will and volition; 2) County has read and understands this Amendment and the underlying Agreement and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding County's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; 3) County has been advised and is informed that should County not entered into this Amendment, the underlying Agreement between County and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date and year below.

WITNESSES:

Print Name: Cindy Keck

Clerk of the Board of Supervisors

Print Name: _____

WITNESSES:

Print Name: _____

Print Name: _____

County:

COUNTY OF EL DORADO

By: _____

Name: James R. Sweeney

Title: Chairman- Board of Supervisors

Tax Id: _____

Lessee:

NEW CINGULAR WIRELESS, PCS, LLC, A
DELAWARE LIMITED LIABILITY COMPANY
D/B/A CINGULAR WIRELESS

By: _____

Name: _____

Title: _____

Date: _____

AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND SITE LEASE AGREEMENT (this "Amendment") is entered into as of November 1st, 2004, by and between County of El Dorado ("Landlord"), and AT&T WIRELESS SERVICES OF CALIFORNIA, LLC, a Delaware limited liability company, d/b/a AT&T Wireless ("Tenant"), as successor in interest to Cellular Pacific d/b/a Cellular One.

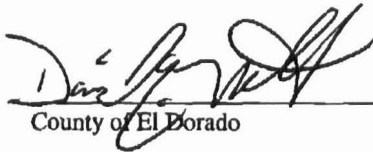
WHEREAS, Landlord and Tenant desire to amend the agreement to allow for the replacement of antennas and related communications equipment. Landlord and Tenant hereby agree as follows:

1. The original Exhibit C shall be replaced with the attached Exhibit C to reflect the modified equipment. (See attached).

WHEREAS, except expressly set forth in this Amendment, the Agreement otherwise is unmodified, and remains in full effect.

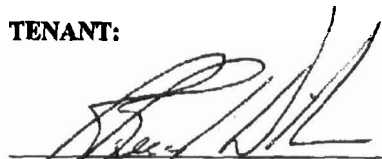
IN WITNESS WHEREOF, the parties below have caused this Amendment to be executed as of the date first written above.

LANDLORD:


County of El Dorado

Name: David N. Kroll
Its: AIRPORT OPERATIONS SUPERVISOR

TENANT:


AT&T Wireless Services of California, LLC
A Delaware limited liability company, d/b/a AT&T Wireless

By: AT&T Wireless Services, Inc.
A Delaware Corporation, its Member

Name: L. Reed Wilson
Its: System Development Manager

EXHIBIT C

	Existing TDMA Eqpt.	Existing GSM 850 Eqpt.	Existing GSM 1900 Eqpt.
Manufacturer	Nortel	Ericsson	Ericsson
Model	Nortel Macro	RBS 2206 850	RBS 2206 1900
Number of Cabinets	4	1	1
Cabinet Size (LxWxH)in	26" x 24" x 72"	17.72" x 23.62" x 72.83"	17.72" x 23.62" x 72.83"
Power output/sector	20W	20W	20W
Transmit Freq Range	869-880 MHz	869-892 MHz	824-847 MHz
Receive Freq Range	824-835 MHz	1945-1950 MHz	1865-1870 MHz
Existing Antenna	(6) Decibel DB844H90	same ant as TDMA	(3) Algon 7262
Proposed Antenna	no change	(3) Kathrein 742-264	same radome as GSM 850
Existing coax	(6) 40' each 7/8" coax	shared with TDMA	(6) 40' each 7/8" coax
Proposed coax	no change	(6) 40' each 7/8" coax	no change