


**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL  
Meeting of December 12, 2006**

**AGENDA TITLE:** Amendment I to Facility Use Agreement #498-L0411 - Verizon Wireless

<b>DEPARTMENT:</b> General Services	<b>DEPT SIGNOFF:</b>	<b>CAO USE ONLY:</b>
<b>CONTACT:</b> Deb Lane/Richard Collier		<i>See Acti 12/4/06</i>
<b>DATE:</b> 11/27/2006 <b>PHONE:</b> 5933/5994		

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**  
General Services recommending Chairman be authorized to sign Amendment I to Facility Use Agreement #498-L0411 with Verizon Wireless for the modification of the existing communications shelter located at 300 Fair Lane in Placerville.

**CAO RECOMMENDATIONS:** *Recommend approval. Laura D Hill 12/4/06*

Financial impact? ( ) Yes ( ) No	Funding Source: ( ) Gen Fund <input checked="" type="checkbox"/> Other
<b>BUDGET SUMMARY:</b>	Other: <i>Airport</i>
Total Est. Cost / (Revenue) <u>(44,200) - \$0.00</u>	
<b>Funding</b>	4/5's Vote Required      ( ) Yes ( <input checked="" type="checkbox"/> ) No
Budgeted <u>\$4,200      <del>\$0.00</del></u>	Change in Policy      ( ) Yes ( <input checked="" type="checkbox"/> ) No
New Funding      _____	New Personnel      ( ) Yes ( <input checked="" type="checkbox"/> ) No
Savings      _____	<b>CONCURRENCES:</b>
Other      _____	Risk Management <u>yes</u>
Total Funding      _____ \$0.00	County Counsel <u>yes</u>
<b>Change in Net County Cost</b> <u>\$0</u>	Other      _____

\***Explain** Revenue Generating Agreement (*\$350/month, included in FY 2006-07 Budget*)

**BOARD ACTIONS:**

<b>Vote:</b> Unanimous _____ Or _____	<b>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</b> <b>Date:</b> _____ <b>Attest:</b> Cindy Keck, Board of Supervisors Clerk <b>By:</b> _____
<b>Ayes:</b>	
<b>Noes:</b>	
<b>Abstentions:</b>	
<b>Absent:</b>	



# *The County of El Dorado*

*Department of General Services*

*Joanne M. Narloch, Director*

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

November 27, 2006

Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Re: Amendment I to Facility Use Agreement #498-L0411 – Verizon Wireless

Dear Board Members:

**Recommendation:**

General Services recommending Chairman be authorized to sign Amendment I to Facility Use Agreement #498-L0411 with Verizon Wireless for the modification of the existing communications shelter located at 300 Fair Lane in Placerville.

**Reason for Recommendation:**

Verizon purchased the Mountain Cellular network and as a part of Verizon Wireless's ongoing commitment to providing the most reliable network possible, an audit was conducted of the network and sites in need of improvement were identified. Verizon identified the Placerville Sheriff's site as a site in need of improvements.

Verizon Wireless currently uses a portion of the Sheriff's Department's building for the purpose of law enforcement radio communications for the public good. The purpose of this amendment is to allow Verizon Wireless to move existing equipment from the vault shared with the Sheriff's Department to unused attic space on the roof to solve both overheating problems and the security access issues. Rental payments in the amount of \$350.00 will commence on January 1, 2007 and shall expire May 31, 2008 with an automatic extension for three (3) additional five (5) year terms.

The County officer or employee with responsibility for administering this amendment is Richard E. Collier, Capital Programs Manager, General Services Department.

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 amendment will provide revenues of \$4,200.00 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 Verizon Wireless three original copies for their execution.
- 3) General Services will forward a fully executed original to the Board of Supervisors for their files.

Respectfully submitted,



Joanne M. Narloch  
Director

JMN/REC/dal

ASSIGNMENT

DATE 11-8-06

Contract #: 498-0411

ATTORNEY RC's CONTRACT ROUTING SHEET

DEPT. DATE PREPARED: 11/6/06

Need Date: 11/13/06

BY: KMO PROCESSING DEPARTMENT:

Department: General Services  
Dept. Contact: Deb Lane/Richard Collier  
Phone #: 5933/6051

CONTRACTOR:  
Name: Verizon Wireless  
Address: 9300 Tech Center Drive, ste 190  
Sacramento, Ca  
Phone: (916) 768-7213

Department Head Signature: [Signature] FOR [Signature]  
Joanne Narloch  
Director

EL PASO COUNTY CONTRACT

CONTRACTING DEPARTMENT: Sheriff's Department

Service Requested: Amendment I to Facility Use Agreement #498-0411

Contract Term: Jan. 1, 2007 - May 31, 2008 + Contract/Amendment Value: \_\_\_\_\_

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_

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

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

\* Approved: X Disapproved: \_\_\_\_\_ Date: 11-16-06 By: [Signature]

Prov. App.  
\* All comment on page one, paragraph two  
11/20/06 changed PV to Placerville per comment  
[Signature]

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 11/17/06 By: [Signature]

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

NOV 16 2006

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

Departments: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

# ORIGINAL

## AMENDMENT I TO FACILITY USE AGREEMENT

This FIRST AMENDMENT TO FACILITY USE AGREEMENT ("Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between County of El Dorado, a political subdivision of the State of California ("County"), and Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless"), successor in interest to El Dorado Cellular, a California corporation, d/b/a Mountain Cellular, with reference to the facts set forth in the Recitals below:

### RECITALS

A. County and Verizon Wireless, or their predecessors in interest, are parties to that certain Facility Use Agreement, dated May 1, 2003, whereby County granted Verizon Wireless authorization to use the Placerville Property to mount antennas on an existing antenna tower ("Tower") and place communications equipment in a communications vault ("Vault"). Pursuant to the Facility Use Agreement, Verizon Wireless currently has two antennas mounted on the Tower and has communications equipment in the Vault. Hereinafter, the entirety of that certain real property located in El Dorado County, California, commonly known as the Placerville Sheriff's Department, located at 300 Fair Lane, Placerville, California, including without limitation the Tower, the Vault and the Shelter (defined below), shall be referred to as the "Property".

B. An equipment room ("Shelter") measuring approximately eleven (11) feet wide by twenty-six (26) feet long by six (6) feet tall is presently located on the roof of the Property.

C. County and Verizon Wireless desire to (i) modify the Shelter by increasing its height to eight (8) feet, finishing the interior of the Shelter, and installing room air-conditioning; (ii) authorize Verizon Wireless to install, operate, maintain, repair and replace communications equipment in the modified Shelter; (iii) authorize Verizon Wireless to install, operate, maintain, repair and replace three (3) antennas on the Tower in addition to any Verizon Wireless antennas presently installed on the Tower; (iv) terminate Verizon Wireless' authorization to keep communications equipment in the Vault; and (v) add a rental provision whereby Verizon Wireless shall pay rental to the County of \$350.00 per month for the remainder of the term of the Facility Use Agreement.

D. The Vault is located immediately below the Shelter. The Tower is currently anchored to the base of the Vault, and protrudes through openings in the floor and the roof of the Shelter. Modification of the Shelter will not require removing, moving, altering or otherwise interfering with operation of the Tower.

E. Various antennas are currently located on the roof of the Shelter. Modification of the Shelter will require temporary removal of those antennas, and reinstallation after modification of the Shelter is completed.

F. The Facility Use Agreement and this Amendment shall hereinafter be referred to collectively as the "Agreement".

## 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. MODIFICATIONS TO SHELTER. Verizon Wireless will modify the Shelter by raising the height of the roof from six (6) feet to eight (8) feet, by finishing the interior of the Shelter (such finishing to consist of sheetrock, texture and tape), and by installing room air-conditioning in the Shelter. The width and length of the Shelter shall remain the same. The County hereby authorizes Verizon Wireless to make said modifications to the Shelter. Before commencing of any construction, Verizon Wireless shall submit plans and specifications for said modifications to the County for written approval, which approval shall not be unreasonably withheld or delayed. In the event the County does not either (i) object to the plans in writing or (ii) furnish Verizon Wireless with written approval, within fifteen (15) days of the date of submission of the plans, the County will be deemed to have approved them. Upon completion of said modifications, the Shelter shall be owned by the County without the need for any additional documentation, notwithstanding Verizon Wireless' possession of the Shelter as described in paragraph 4 below. Upon completion of modifications to the Shelter by Verizon Wireless and after Verizon Wireless has installed its equipment in the modified Shelter, Verizon Wireless' use of the Vault shall be terminated. The improvements and modifications to the Shelter are depicted in Exhibit "A", attached to this Amendment and incorporated herein. The parties hereby delete in its entirety Exhibit A currently attached to the Facility Use Agreement.

2. REMOVAL OF ANTENNAS. Prior to commencement of the modifications described in paragraph 1 above, the County shall remove all antennas currently installed on the Shelter roof. Antennas currently installed on the Tower shall not be removed in conjunction with modification of the Shelter. The County shall be responsible at its sole cost for removal of antennas, care of all such antennas between removal and reinstallation, and reinstallation of antennas after modifications to the Shelter have been completed. Verizon Wireless shall bear no responsibility or liability whatsoever for any interference with communications resulting from removal and reinstallation of existing antennas from the Shelter roof.

3. ADDITIONAL ANTENNAS. County further authorizes Verizon Wireless to use a portion of its Tower to place three (3) antennas on the Tower, together with accompanying radio communications equipment and appurtenances, together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to the Shelter as described in Exhibit "C" attached to this Amendment and incorporated herein. Such antennas are in addition to any Verizon Wireless antennas presently installed on the Tower. Hereinafter, the Tower space, the Shelter, connection areas and rights-of-way are collectively referred to as the "Premises".

4. **EQUIPMENT.** County hereby authorizes Verizon Wireless to utilize the Shelter for the installation, operation, maintenance, repair and replacement of certain communications equipment described in Exhibit "B" attached to this Amendment and incorporated herein. Such authorization shall commence immediately upon completion of the modifications to the Shelter. Verizon Wireless shall be in sole possession of the Shelter after completion of modifications thereto. The parties hereby delete in its entirety Exhibit B currently attached to the Facility Use Agreement.

5. **TERM.** Paragraph 5 of the Facility Use Agreement is hereby deleted, and replaced with the following language:

The period of performance of this Agreement shall commence on May 01, 2003, and shall expire on May 31, 2008. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless Verizon Wireless terminates it at the end of the then current term by giving the other party written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

6. **COMPENSATION.** Paragraph 3.B. of the Facility Use Agreement is hereby deleted, and replaced by the following paragraph:

As long as the Agreement is in full force and effect, along with amended License Agreement # 069-L0011 referenced in the Facility Use Agreement, Verizon Wireless shall be obligated to make rental payments at a monthly rental of Three Hundred Fifty Dollars (\$350.00) to be paid on the first day of the month, in advance, to County or to such other person, firm or place as the County may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. Rental payments shall commence on January 1, 2007.

7. **ASSIGNMENT.** Paragraph 6 of the Facility Use Agreement is hereby deleted, and replaced with the following language:

Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be sold, assigned or transferred by Verizon Wireless without any approval or consent of the County to Verizon Wireless' principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Verizon Wireless' assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of

Verizon Wireless in the market defined by the Federal Communications Commission in which the Property is located.

8. NOTICE. Verizon Wireless' notice address in Paragraph 4 of the Agreement is hereby replaced with the following:

Verizon Wireless: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

9. CONTINUED EFFECT. Except as specifically modified by this Amendment, all of the terms and conditions of the Facility Use Agreement, including without limitation the provision entitled "COMPENSATION", shall remain in full force and effect. In the event of a conflict between any term and provision of the Facility Use 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 Facility Use Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the County and Verizon Wireless and that no verbal or oral agreements, promises or understandings shall be binding upon either the County or Verizon Wireless in any dispute, controversy or proceeding at law. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, County and Verizon Wireless have caused this FIRST AMENDMENT TO FACILITY USE AGREEMENT to be executed by each party's duly authorized representative effective as of the date first above written.

**"COUNTY"**

**"VERIZON WIRELESS"**

County Of El Dorado

Cellco Partnership d/b/a Verizon Wireless

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Keith A. Surratt

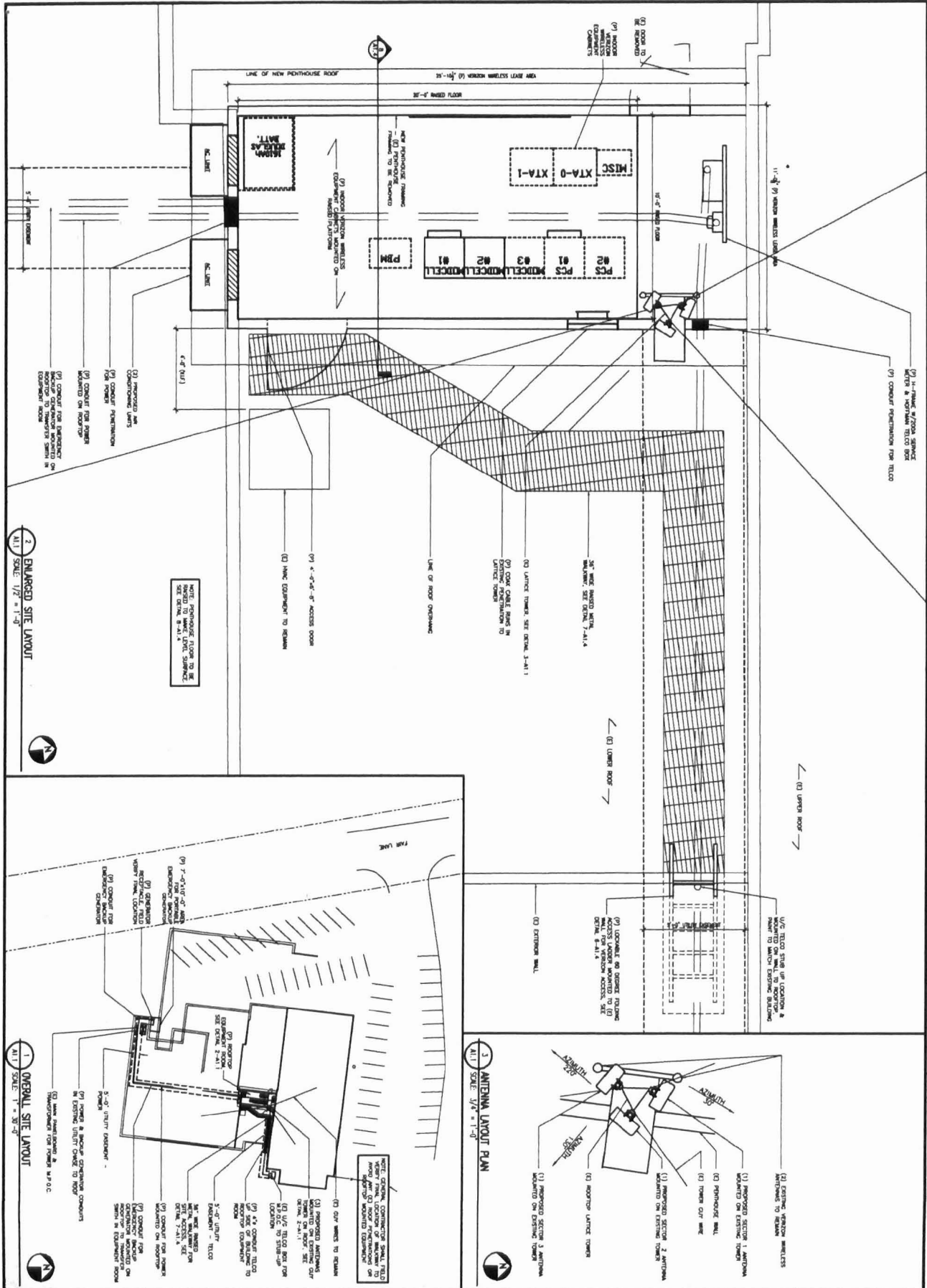
Title: \_\_\_\_\_

Title: West Area Vice President - Network

Date: \_\_\_\_\_

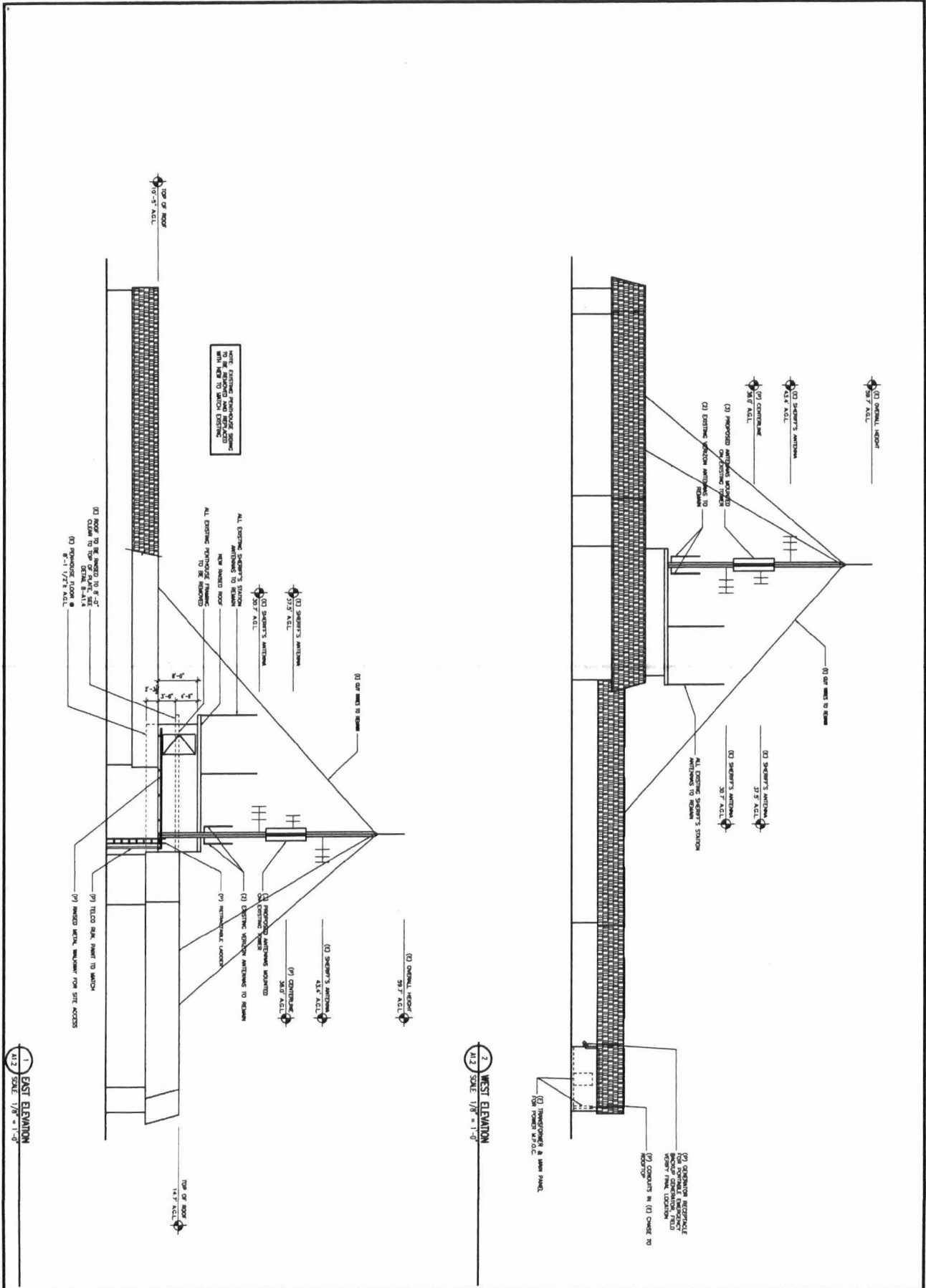
Date: \_\_\_\_\_





		PLACERVILLE SHERIFF 300 FAIR LANE PLACERVILLE, CA 95667	Manuel S. Tashias, Architect, Inc. 225 20th Street, Suite 301, Sacramento, CA 95814 916.341.0408 fax 916.341.0406 www.mstia.com
		COMPLETE Wireless Computing, Inc.	

SHEET TITLE: OVERALL & ENLARGED SITE PLANS



**A1.2**

DATE	DESCRIPTION



**verizon WIRELESS**

PLACERVILLE SHERIFF  
300 FAIR LANE  
PLACERVILLE, CA 95667

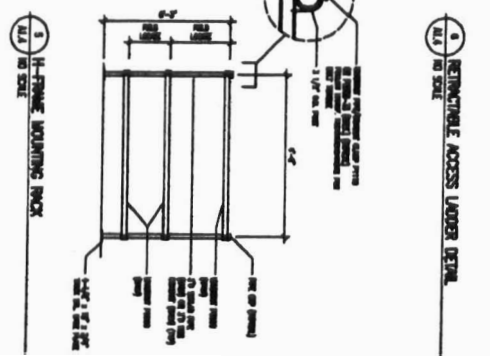
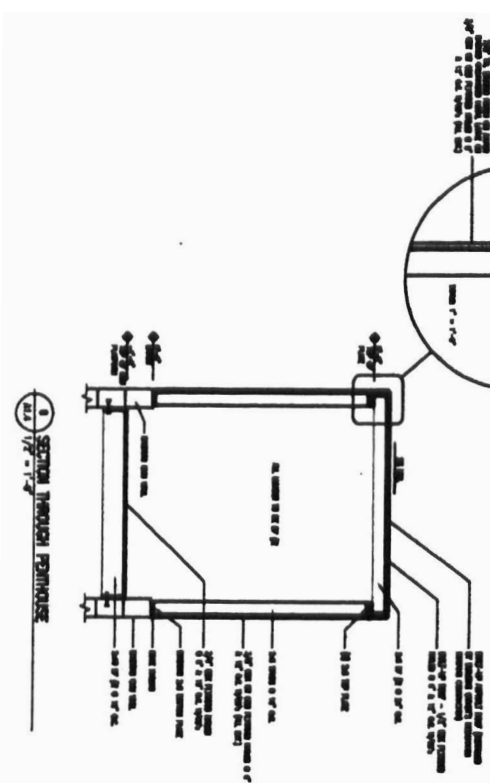
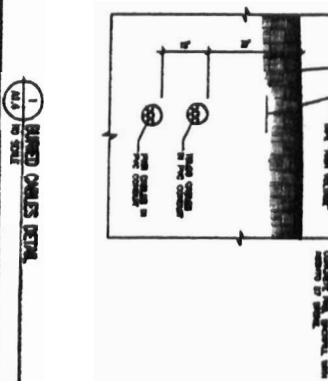
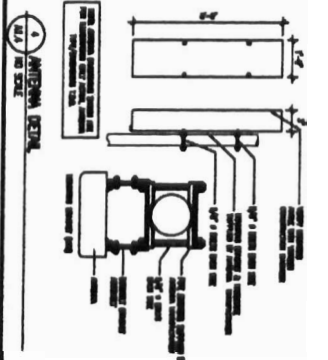
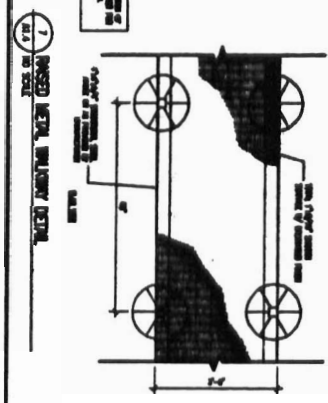
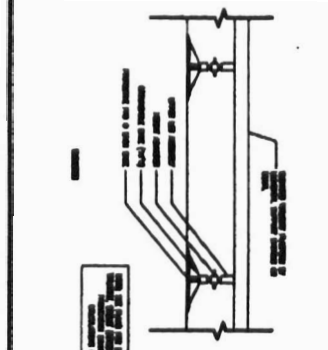
SHEET TITLE: ELEVATIONS

**COMPLETE Wireless Consulting, Inc.**

Manuel S. Tshlos, Architect, Inc.  
225 20th Street, Suite 307, Sacramento, CA 95814  
916.341.0405 fax 916.341.0406  
www.mstshlos.com







ROOFING MATERIALS TO BE SAME AS EXISTING OR AS APPROVED IN WRITING BY COUNTY OF PLACER. *AS*



A1.4

NO.	REVISION



Placerville Sheriff  
300 Fair Lane  
Placerville, CA 95667

CONSTRUCTION DETAILS

Manual S. Tahles, Architect, Inc.  
720 2nd Street, Suite 207, Placerville, CA 95664  
PLACERVILLE, CA 95664

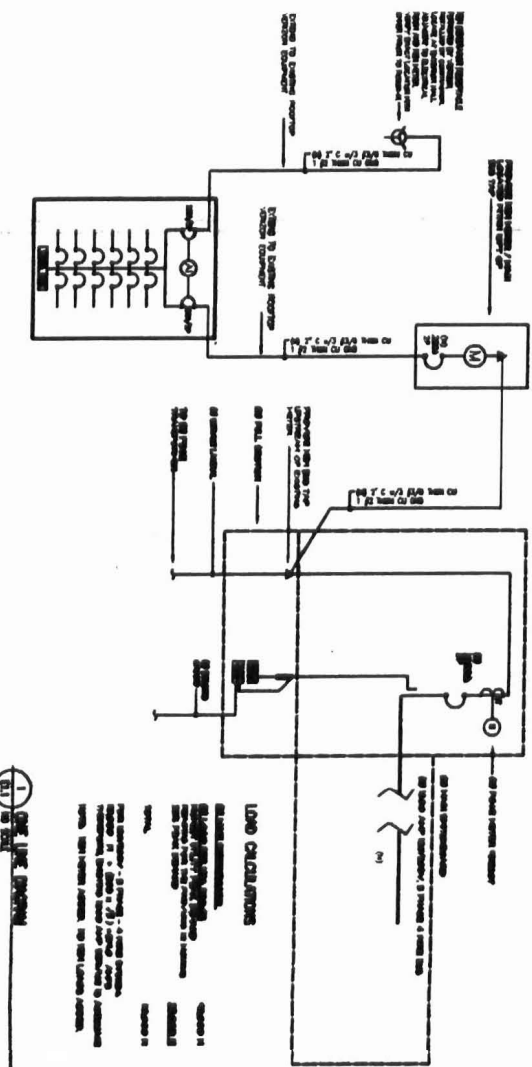
COMPLETE  
Window Company, Inc.

**ANTENNA AND COAX CABLE SCHEDULE**

NO.	DESCRIPTION	QUANTITY	UNIT	ANTENNA	COAX CABLE	CONDUCTOR	DIAMETER	LENGTH	REMARKS
1	...	...	...	...	...	...	...	...	...
2	...	...	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...	...	...

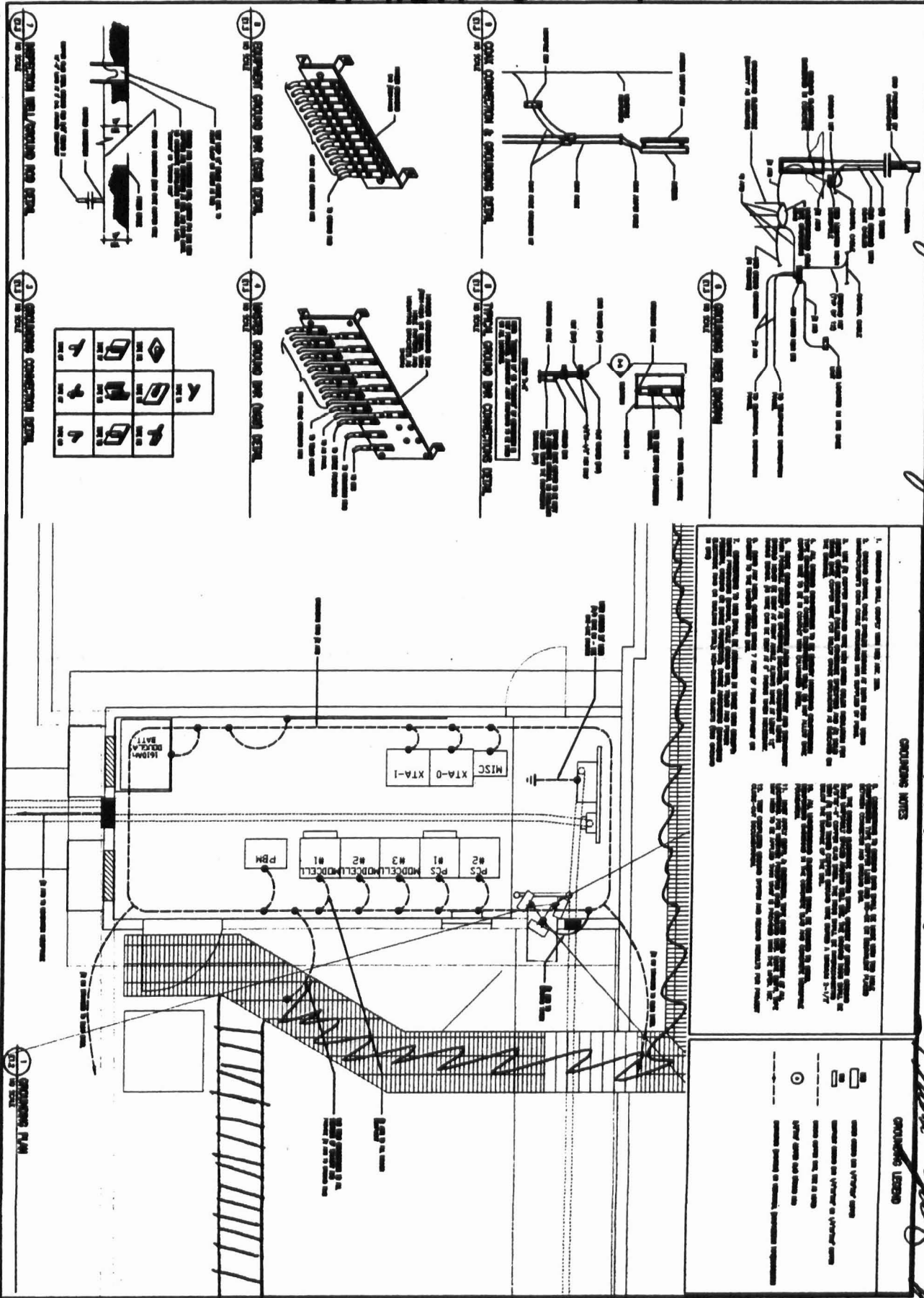
① DIRECT POWER SOURCE

NO.	DESCRIPTION	QUANTITY	UNIT	ANTENNA	COAX CABLE	CONDUCTOR	DIAMETER	LENGTH	REMARKS
1	...	...	...	...	...	...	...	...	...
2	...	...	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...	...	...



① ONE LINE DRAWING

Change walk way to back parking lot  
 alt  
 Good work  
 1/15/20



E1.2

NO.	DATE	DESCRIPTION



**PLACERVILLE SHERIFF**  
 300 FERRIS LANE  
 PLACERVILLE, CA 95667  
 GROUNDING PLAN, DETAILS & NOTES

**Manuel S. Tahirov, Architect, Inc.**  
 720 30th Street, Suite 207, Sacramento, CA 95816  
 (916) 442-8888  
 www.manuelstahirov.com