



Contract Number

05-19 A2

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director, Real Estate Services Department
Telephone Number	(909) 387-5252
Contractor	American Tower Management, LLC A Delaware Limited Liability Company
Contractor Representative	
Telephone Number	781-926-4559
Contract Term	5 Years, commencing on January 1, 2020
Original Contract Amount	\$743,400
Amendment Amount	\$379,297
Total Contract Amount	\$1,122,697
Cost Center	
GRC/PROJ/JOB No.	54002066
Internal Order No.	

Briefly describe the general nature of the contract: The Second Amendment to the License Agreement modifies installed equipment by adding an antenna with additional license fees to commence on the earlier of equipment installation or on January 1, 2020, extends the term of the license agreement for the period of January 1, 2020 through December 31, 2024 following a permitted holdover from December 1, 2019 through December 31, 2019, adjusts the license fees for the extended term, and adds three five-year automatic options to extend the term of the license unless either party gives 180 days prior written notice to the other to terminate.

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Agnes I. Cheng, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►
Keith Burke, Real Property Agent III

Date _____

SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment (the "Second Amendment") to that certain License Agreement dated January 11, 2005 by and between American Towers, Inc. and County of San Bernardino, as amended by that certain First Amendment to License Agreement dated April 26, 2017 (collectively, the "Agreement") is made and entered into as of the latter signature date hereof, by and between American Tower Management, LLC, a Delaware limited liability company, as successor-in-interest to American Towers, Inc. (the "Licensor") and County of San Bernardino (the "Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor represents that it owns a certain communications tower and leases a certain parcel of land located at 12.5 miles west of Searchlight with an address of 9995 State Highway 164, Searchlight, NV 89046-0828 more commonly known to Licensor as the SEARCHLIGHT, NV 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 which term expired on November 30, 2019; and has continued on a permitted month-to-month holdover 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; and

WHEREAS, the Parties agree to renew the term of the Agreement for five years, following a permitted one (1) month holdover period with Licensor consent, and add three renewal option terms of five years each thereafter, among other things, all on the terms and conditions 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:

A. Modified Equipment

- 1) Licensor and Licensee agree and acknowledge that Licensee shall modify its equipment for a final installed configuration pursuant to Exhibit A-2.
- 2) Licensor and Licensee agree and acknowledge that Exhibit A-1 to the Agreement is hereby deleted in its entirety as of the date this Second

Amendment is fully executed and shall be replaced with Exhibit A-2 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit A-2 and Licensee's equipment information set forth in the Agreement, the Exhibit A-2 shall control.

- 3) Effective upon the earlier to occur of: i) commencement of installation of the Modified Equipment or ii) January 1, 2020 ("Modified Equipment Commencement Date") the Monthly License Fee shall be increased by Three Hundred Sixty and 00/100 Dollars (\$360.00) per month ("Modified Equipment Increased Fee"). The Modified Equipment Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated on a daily basis.

B. Renewal Term and Renewal Term Options

- 1) With Licensor express consent granted herein, the term of this Agreement shall continue under a month-to-month holdover period from December 1, 2019 through December 31, 2019 at a monthly rental amount of Five Thousand Four Hundred Fifty-Three and 00/100 Dollars (\$5,453.00) per month.
- 2) Licensor and Licensee agree to renew the term of the Agreement for a period of five (5) years, commencing on January 1, 2020 ("the Third Renewal Term Commencement Date") and ending on December 31, 2024 (the "Third Renewal Term").
- 3) Licensor and Licensee agree that Licensee shall have three (3) additional periods of five (5) years each (each a "Renewal Term") to further renew the Agreement after the Third Renewal Term.
- 4) Immediately following the expiration of the Third Renewal Term, the Agreement shall automatically be renewed for each Renewal Term unless either Party gives the other one hundred eighty (180) days written notice of termination prior to the expiration of the then current term.
- 5) Effective on January 1, 2020, the Monthly License Fee, which includes the fee for the Modified Equipment, shall be Five Thousand Eight Hundred Thirteen and 00/100 Dollars (\$5,813.00) per month. The Monthly License Fee shall be adjusted on January 1, 2021 and on each anniversary thereafter by the Annual Escalator of three percent (3%). The Monthly License Fee for any fractional month at the beginning or end of the term shall be appropriately prorated on a daily basis.

C. Miscellaneous

- 1) Licensor and Licensee agree and acknowledge that all future payments of the

Licensor Site Name/Number: SEARCHLIGHT / 89447

Licensor Contract Number: 88458

Licensee Site Name/Number: Searchlight / 54002066

Monthly License Fee shall be made to the Licensor at the following remittance address:

American Tower Corporation
29637 Network Place
Chicago, IL 60673-1296

- 2) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 3) All other terms and provisions of the Agreement remain in full force and effect. In the event of a conflict between the Agreement and this Second Amendment, the terms of this Second Amendment shall control

[SIGNATURES APPEAR ON THE NEXT PAGE]

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Licenser Site Name/Number: SEARCHLIGHT / 89447

Licenser Contract Number: 88458

Licensee Site Name/Number: Searchlight / 54002066

IN WITNESS WHEREOF, the Parties hereto have set their hands to this Second Amendment to that certain License Agreement as of the day and year written below:

LICENSEE:

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

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

Lynna Monell, Clerk of the Board
of Supervisors
of the County of San Bernardino

By _____
Deputy

LICENSOR:

AMERICAN TOWER MANAGEMENT, LLC A
DELAWARE LIMITED LIABILITY COMPANY

By _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Licensor Site Name/Number: SEARCHLIGHT / 89447

Licensor Contract Number: 88458

Licensee Site Name/Number: Searchlight / 54002066

EXHIBIT A-2

Exhibit A-2						
Customer Name: COUNTY OF SAN BERNARDINO		ATC Asset Name: SEARCHLIGHT		ATC Asset #: 89447		
Customer Site Name: Searchlight				Customer Site #: 54002066		
GROUND SPACE REQUIREMENTS						
Total Lease Area	Sq. Ft: 115.00'	Primary Contiguous Lease Area	L: 10.00'	W: 10.00'	H: 10.00'	Sq. Ft: 100.00
ATC Building			10.00'	10.00'	7.00'	100.00
Outside Primary Lease Area			N/A	N/A	N/A	Sq. Ft: 15.00
Generator AREA			3.00'	5.00'	7.00'	15.00
BACKUP POWER REQUIREMENTS						
Generator: Stand Alone		Fuel Tank Size(gal): 211.0		Fuel Type: Diesel	Fuel Tank Setback(radius): N/A	
UTILITY REQUIREMENTS						
Power Provided By: American Tower Provided (Carrier to reimburse ATC)			Avg. Monthly Power Consumption: 450.0 Kwh			
Telco/Interconnect: N/A						
TRANSMITTER & RECEIVER SPECIFICATIONS						
Type: N/A	Quantity: N/A	TX Power(watts): N/A		ERP(watts): N/A		
ANTENNA EQUIPMENT SPECIFICATIONS						
Type	OMNI	DISH-HP	DISH-HP	DISH-HP	N/A	N/A
Manufacturer	dbSpectra	Commscope	Commscope	Commscope	N/A	N/A
Model #	DS7D03F36U-D	UHX8-65	UHX10-65	UHX6-65/F	N/A	N/A
Dimensions HxWxD	43.2" x 1.1" x 1.1"	8.88' x 8.88' x 3.48'	10.88' x 10.88' x 2.62'	6.46' x 6.46' x 4.44'	N/A	N/A
Weight(lbs.)	6.7	500.0	575.0	254.0	N/A	N/A
Location	Tower	Tower	Tower	Tower	N/A	N/A
RAD Center AGL	50.0'	42.0'	41.0'	19.0'	N/A	N/A
Antenna Tip Height	51.8'	46.4'	46.4'	22.2'	N/A	N/A
Antenna Base Height	48.2'	37.6'	35.6'	15.8'	N/A	N/A
Mount Type	Pole Mount	Leg/Flush	Leg/Flush	Leg/Flush	N/A	N/A
Quantity	1	1	1	1	N/A	N/A
Azimuths/Dir. of Radiation	360	129.831	266.226	129.831	N/A	N/A
Quant. Per Azimuth/Sector	1	1	1	1	N/A	N/A
TX/RX Frequency Units	MHz	GHz	GHz	GHz	N/A	N/A
TX Frequency	769.33125	6845	6555/6655	6845	N/A	N/A
RX Frequency	799.33125	6685	6725/6815	6685	N/A	N/A
Using Unlicensed Frequencies?	No	No	No	No	N/A	N/A
Antenna Gain	3	39.5/ 39.9/ 40.3	41.5/ 41.9/ 42.3	37.0/ 37.4/ 37.9	N/A	N/A
Total # of Lines	1	1	2	1	N/A	N/A
Line Quant. Per Azimuth/Sector	1	1	2	1	N/A	N/A
Line Type	Coax	Elliptical	Elliptical	Elliptical	N/A	N/A
Line Diameter Size	1 1/4" Coax	EW63	EW63	EW63	N/A	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

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