

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 5, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Resolution rescinding Resolution 2020-039 and Agreement 2020-025 and approving revised Lease Option Renewal, Fifth Amendment with Pacific Bell for use of property at Sierra City Community Park.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: After approval at the April 7, 2020 meeting AT&T requested a revised version with minor corrections/clarifications. A redline version is attached, as well as the final version.

FUNDING SOURCE: Revenue
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$5065.20 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

 CLERK TO THE BOARD _____
 DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF AUTHORIZING
AND APPROVING OF FIFTH
MODIFICATION TO PACIFIC BELL LEASE**

RESOLUTION 2020-_____

Be It Resolved that Resolution 2020-039 and Agreement 2020-25 are hereby rescinded due to necessary corrections.

Be It Further Resolved that the Fifth Modification to Lease for the Pacific Bell Land Lease at the Sierra City Park which authorizes Sierra County to take responsibility for water service and to charge Lessee a flat rate is hereby approved.

The Director of Transportation is hereby authorized to execute the renewal document on behalf of the County.

ADOPTED by the Board of Supervisors of the County of Sierra on the 5th day of May, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

JAMES BEARD
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

REDLINE VERSION

FIFTH MODIFICATION TO LEASE

This Fifth Modification to Lease ("Modification") is entered into as of May 1, 2020, by and between the County of Sierra, hereinafter called "Lessor", and Pacific Bell Telephone Company, a California corporation, hereinafter called "Lessee", with respect to the following facts:

RECITALS

A. Lessor, as successor in interest to Lorraine C. Brown and Lessee are parties to that certain Lease dated as of May 11, 1970, as amended by that certain First Modification of Lease dated December 26, 1978, ~~and~~ that certain Second Modification to Lease dated March 21, 1990, ~~and~~ that Third Modification to Lease dated January 24, 2000, ~~and that certain Fourth Modification to Lease dated October 1, 2013~~ (as amended and modified, the "Lease") covering certain premises located in the City of Sierra City, County of Sierra, State of California and commonly known as 15 Busch St. Capitalized terms used but not defined herein shall have the meanings given them in the Lease.

B. The parties now desire to modify the Lease to make certain changes to the Lease all as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Rent.** Section 3(a) of the Lease is hereby revised to add the following:

Lessee shall pay rent to Lessor for the leased premises at the rental rate of ~~four thousand sixty-eight dollars and twelve cents (\$4,068.12)~~ five thousand sixty-five and twenty cents (5,065.20) per year, payable yearly in advance, subject to proportionate refund of advance-paid rent if this Lease should be terminated before the expiration of any year for which rent shall have been paid.

- Lessee will pay an annual cost of nine hundred ninety-seven and eight cents (997.08) for water service to Lessor, thereby increasing the rent payment from four thousand sixty-eight dollars and twelve cents (\$4,068.12) to five thousand sixty-five dollars and twenty cents (\$5,065.20) per year. Lessor has the ability to annually adjust, prospectively, this amount whether by increase or decrease, in accordance with any service water rate change.
2. **Authorization.** Each of the persons executing this Modification represents and warrants that he/she is duly authorized to execute and deliver these documents respectively on Lessor's and Lessee's behalf; and that Lessor and Lessee will respectively be bound thereby upon the full execution and delivery of the documents.
 3. **Miscellaneous.** Except as specifically amended herein, the Lease shall remain in full force and effect. This Modification may be executed in counterparts, each of which, taken together, shall constitute one fully executed original.

IN WITNESS WHEREOF, the parties have executed this Fifth Modification to Lease as of the date set forth above.

LESSOR:
County Of Sierra

LESSEE:
Pacific Bell Telephone Company,
a California corporation

By: _____
Tim H. Beals
Director of Transportation
[Real Estate](#)

By: _____
Kay La Roche
Its: [Portfolio Area](#) Manager, [CRE Corporate](#)

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CLEAN COPY

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