

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Emergency Management

Department contract file name (use effective date): Verizon_EmergComms_20240503

Project Code: Click here to enter text.

Contract type: Lease

Contracted Services/Goods: Tower Lease

Contract Component: Amendment

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Verizon Wireless

Effective Date: 05/03/2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: Click here to enter a date.

Total Amount: N/A

Please Return Contract to:
Name: Mike Reitz
Email:
mike.reitz@chathamcountync.gov
Special Instructions for Clerks
Office:

2. Department Head or his/her designee has read the contract in its entirety.

By: _____ (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No

If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

- Finance Officer has signed the contract
- The Finance Officer is not required to sign the contract

**THIRD AMENDMENT TO TOWER ATTACHMENT COMMUNICATIONS
SITE LICENSE AGREEMENT**

This Third Amendment to Tower Attachment Communications Site License Agreement (“Third Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between Chatham County, a body politic and corporate of the State of North Carolina (“OWNER”), and Alltel Corporation d/b/a Verizon Wireless (“LICENSEE”). OWNER and LICENSEE (or their predecessors in interest) entered into that certain Tower Attachment Communications Site License Agreement dated May 31, 2006, as may have been previously amended and/or assigned, (the “Agreement”), pursuant to which LICENSEE is leasing or licensing from OWNER a portion of that certain property located at 9586 Siler City Glendon Road, Bear Creek, Chatham County, North Carolina, as more particularly described in the Agreement. OWNER and LICENSEE may be referenced in this Third Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this Third Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on July 31, 2024. Commencing on August 1, 2024, the Agreement shall be extended for 5 years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for 5 additional terms of 5 years each (each, an “Additional Extension Term”), unless LICENSEE terminates the Agreement by giving OWNER notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on August 1, 2024, the monthly rent during the Initial Extension Term shall be \$1,500.00 to be paid on the first day of the month in advance to OWNER or such other person as OWNER may designate in writing at least 30 days in advance of any rental payment date. Thereafter, commencing on August 1, 2029, monthly rent for each Additional Extension Term shall increase by 15% upon commencement of each Additional Extension Term.

3. Rent Credit. This Third Amendment provides for a reduction in rent, effective August 1, 2024. The Parties acknowledge and agree that LICENSEE shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against LICENSEE’s rent due under the Agreement.



4. Notice Address. The notice address for LICENSEE in the Agreement is hereby amended as follows:

If to LICENSEE: Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

5. Continued Effect. Except as amended hereby, all of the other 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 Third Amendment, the terms and provisions of this Third Amendment shall control. In addition, except as otherwise stated in this Third Amendment, all initially capitalized terms shall 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 Third Amendment.

6. Ratification and Reaffirmation. OWNER and LICENSEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this Third Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Third Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.


[SIGNATURE PAGE TO FOLLOW]



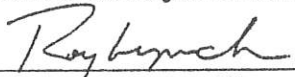
IN WITNESS WHEREOF, this Third Amendment is effective and entered into as of the date last written below.

OWNER:

Chatham County,
a body politic and corporate of the State of North Carolina

By: 
Name: Dan LaMontagne
Title: County Manager
Date: 5/8/2024

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Roy Lynch, Finance Officer

LICENSEE:

Alltel Corporation d/b/a Verizon Wireless

By: _____
Name: Sergei Mislevy
Title: Executive Director-Network Engineering/Real Estate
Date: _____

