

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRAMOS
 DATE: 6/25/15
 Department of Administration

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

622



FROM: Economic Development Agency

SUBMITTAL DATE:
 July 9, 2015

SUBJECT: First Amendment to Site Lease, Five Year Term – Riverside County Information Technology – Pine Cove Water District, Marion Ridge Communication Site, Idyllwild, District 3, CEQA Exempt [\$195,332] PSEC 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Act (CEQA) pursuant to CEQA Guidelines Sections 15061 (General Rule), and 15301(Existing Facilities) of the State of California CEQA Guidelines;
2. Ratify the First Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within 5 days of approval by the Board.

BACKGROUND:

Summary

Commences on Page 2

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Esteban Hernandez 7/9/15

Robert Field
 Robert Field

Assistant County Executive Officer/EDA

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|-----------------------------------|----------------------|-------------------|-------------|----------------------------------|---|
| COST | \$ 9,115 | \$ 36,833 | \$ 195,332 | \$ 0 | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | |
| SOURCE OF FUNDS: PSEC 100% | | | | Budget Adjustment: No | |
| | | | | For Fiscal Year: 2014/15-2019/20 | |

C.E.O. RECOMMENDATION:

APPROVE

BY: Rohini Dasika
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

By: Steve Reneker
 Steve Reneker
 Chief Information Officer

- A-30
- 4/5 Vote
- Positions Added
- Change Order

3-24

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency

FORM 11: First Amendment to Site Lease, Five Year Term – Riverside County Information Technology – Pine Cove Water District, Marion Ridge Communication Site, Idyllwild, District 3, CEQA Exempt [\$195,332] PSEC 100%

DATE: July 9, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

The Riverside County Information Technology Critical Communications Division operates a public safety radio and microwave system that was previously identified as having numerous coverage deficiencies in the Pine Cove and Idyllwild areas. These deficiencies were resolved by the construction of the Marion Ridge Communication site. The County entered into a Site Lease on April 19, 2005 for five years. The option to extend five years was Board approved on March 2, 2010, as agenda number 3.9. By approving this First Amendment to Site Lease, this facility will continue to meet the needs of the Riverside County Information Technology (RCIT) and the Sheriff’s Department.

Lessor: Pine Cove Water District
24917 Marion Ridge Road
Idyllwild, CA 92549

Premises Location: Pine Cove Communication Site, Idyllwild, CA

Term: Five years with options to extend the lease term for four separate and consecutive five year periods.

| | | |
|-------|----------------|------------|
| Rent: | <u>Current</u> | <u>New</u> |
| | \$2,326.99 | \$2,443.33 |
| | \$27,924 | \$29,317 |

Rent Adjustment Four percent annually

Utilities: Electric only, paid by County directly - \$6,000 annually

CEQA Exempt Status

The Project is CEQA exempt in accordance with CEQA State guidelines 15061(b)(3) as it can be determined with certainty that the project cannot have any significant effect on the environmental and State Section 15301 as the exemption involves negligible or no expansion of the sites use.

Impact on Citizens and Businesses

Approval of the First Amendment to Lease will allow this facility to continue to serve the needs of public safety communications. The residents and businesses in this region will benefit through enhanced public safety.

- Attachments:
- Exhibits A, B, & C
 - First Amendment to Lease
 - Notice of Exemption
 - Aerial Photo

Exhibit A

FY 2014/15

Information Technology Lease Cost Analysis Pine Cove Communications Site

ESTIMATED AMOUNTS

| | | | |
|--|----|----------|---------------------|
| Lease Cost per Month (July - Mar) | \$ | 2,326.99 | |
| Lease Cost per Month (Apr - June) | \$ | 2,443.33 | |
| Total Lease Cost (July - Mar) | | | \$ 20,942.91 |
| Total Lease Cost (Apr - June) | | | \$ 7,329.99 |
| Total Estimated Lease Cost for FY 2014/15 | | | \$ 28,272.90 |

Estimated Additional Costs:

| | | | |
|--|----|----------|---------------------|
| Utility Cost per Month | \$ | 500.00 | |
| Estimated Utility Costs per Month (July - Mar) | \$ | 4,500.00 | |
| Estimated Utility Costs per Month (Apr - June) | \$ | 1,500.00 | |
| Total Estimated Utility Cost | | | \$ 6,000.00 |
| RCIT | | | \$ - |
| Tenant Improvement | | | \$ - |
| EDA Lease Management Fee - 3.89% | | | \$ 1,099.82 |
| TOTAL ESTIMATED COST FOR FY 2014/15 | | | \$ 35,372.72 |
| Amount Previously approved in previous Agreement | | | \$ 26,257.59 |
| Amount of FY14/15 | | | \$ 9,115.13 |

Exhibit B

FY 2015/16

Information Technology Lease Cost Analysis Pine Cove Communications Site

ESTIMATED AMOUNTS

| | | | |
|--|----|----------|---------------------|
| Lease Cost per Month (July - Mar) | \$ | 2,443.33 | |
| Lease Cost per Month (Apr - June) | \$ | 2,541.06 | |
| Total Lease Cost (July - Mar) | | | \$ 21,989.97 |
| Total Lease Cost (Apr - June) | | | \$ 7,623.19 |
| Total Estimated Lease Cost for FY 2015/16 | | | \$ 29,613.16 |

Estimated Additional Costs:

| | | | |
|--|----|-------------|---------------------|
| Utility Cost per Month | \$ | 500.00 | |
| Estimated Utility Costs per Month (July - Mar) | | \$ 4,500.00 | |
| Estimated Utility Costs per Month (Apr - June) | | \$ 1,500.00 | |
| Total Estimated Utility Cost | | | \$ 6,000.00 |
| RCIT | | | \$ - |
| Tenant Improvement | | | \$ - |
| EDA Lease Management Fee - 4.12% | | | \$ 1,220.06 |
| TOTAL ESTIMATED COST FOR FY 2015/16 | | | \$ 36,833.22 |

Exhibit C

FY 2016/17 to FY 2019/20 Information Technology Lease Cost Analysis Pine Cove Communications Site

ESTIMATED AMOUNTS

| | FY 2016/17 | FY 2017/18 | FY 2018/19 | FY 2019/20 |
|--|---------------------|---------------------|---------------------|---------------------|
| Lease Cost per Month (July - Mar) | \$ 2,541.06 | \$ 2,642.71 | \$ 2,748.41 | \$ 2,858.35 |
| Lease Cost per Month (Apr - June) | \$ 2,642.71 | \$ 2,748.41 | \$ 2,858.35 | |
| Total Lease Cost (July - Mar) | \$ 22,869.57 | \$ 23,784.35 | \$ 24,735.73 | \$ 25,725.15 |
| Total Lease Cost (Apr - June) | \$ 7,928.12 | \$ 8,245.24 | \$ 8,575.05 | \$ - |
| Total Estimated Lease Cost for FY 2016/17 to FY 2019/20 | \$ 30,797.69 | \$ 32,029.59 | \$ 33,310.78 | \$ 25,725.15 |

Estimated Additional Costs:

| | | | | |
|--|---------------------|---------------------|---------------------|---------------------|
| Utility Cost per Month | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 500.00 |
| Estimated Utility Costs per Month (July - Mar) | \$ 4,500.00 | \$ 4,500.00 | \$ 4,500.00 | \$ 4,500.00 |
| Estimated Utility Costs per Month (Apr - June) | \$ 1,500.00 | \$ 1,500.00 | \$ 1,500.00 | |
| Total Estimated Utility Cost | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 4,500.00 |
| RCIT | \$ - | \$ - | \$ - | \$ - |
| Tenant Improvement | \$ - | \$ - | \$ - | \$ - |
| EDA Lease Management Fee - 4.12% | \$ 1,268.86 | \$ 1,319.62 | \$ 1,372.40 | \$ 1,059.88 |
| TOTAL ESTIMATED COST FOR FY 2016/17 to FY 2019/20 | \$ 38,066.55 | \$ 39,349.21 | \$ 40,683.18 | \$ 31,285.03 |
| TOTAL COUNTY COST 0.00% | \$ - | \$ - | \$ - | \$ - |

F11: Cost - Total Cost \$ 195,332.32



NOTICE OF EXEMPTION

June 3, 2015

Project Name: First Amendment to Lease, Marion Ridge Communication Site – Pine Cove Water District

Project Number: FM042340000400

Project Location: Pine Cove Communication Site, Idyllwild, CA;
Assessor Parcel Numbers: 559-030-006 and 559-030-005 (See attached exhibit)

Description of Project: The County of Riverside (County), on behalf of the Riverside County Information Technology (RCIT) and the Riverside County Sheriff's Department (Sheriff's Department), proposes to amend and extend the term of the lease with Pine Cove Water District (Lessor) five years, with options to extend the lease term of 4 separate and consecutive 5 year periods. The Sheriff's Department operates a radio system at 800 MHz that was previously identified as having numerous coverage deficiencies in the Pine Cove and Idyllwild areas. These deficiencies were resolved by the construction of the Marion Ridge Communication site. By approving this First Amendment, this facility will continue to meet the needs of RCIT and the Sheriff's Department. The project does not involve any changes to land use, the existing building, or the physical environment. The proposed project is the letting of property involving existing facilities and no expansion of an existing use will occur. The operation of the facility will continue to be similar to ongoing uses and will not result in an increase in the intensity of the use of the site. No additional direct or indirect physical environmental impacts are anticipated. The proposed project is the letting of property involving existing facilities; no expansion of an existing use will occur.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b)(3), General Rule or "Common Sense" Exemption.

Reasons Why Project is Exempt: The Project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The extension of the lease term is not anticipated to result in any significant physical environmental impacts.

- Section 15301 – Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the

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Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

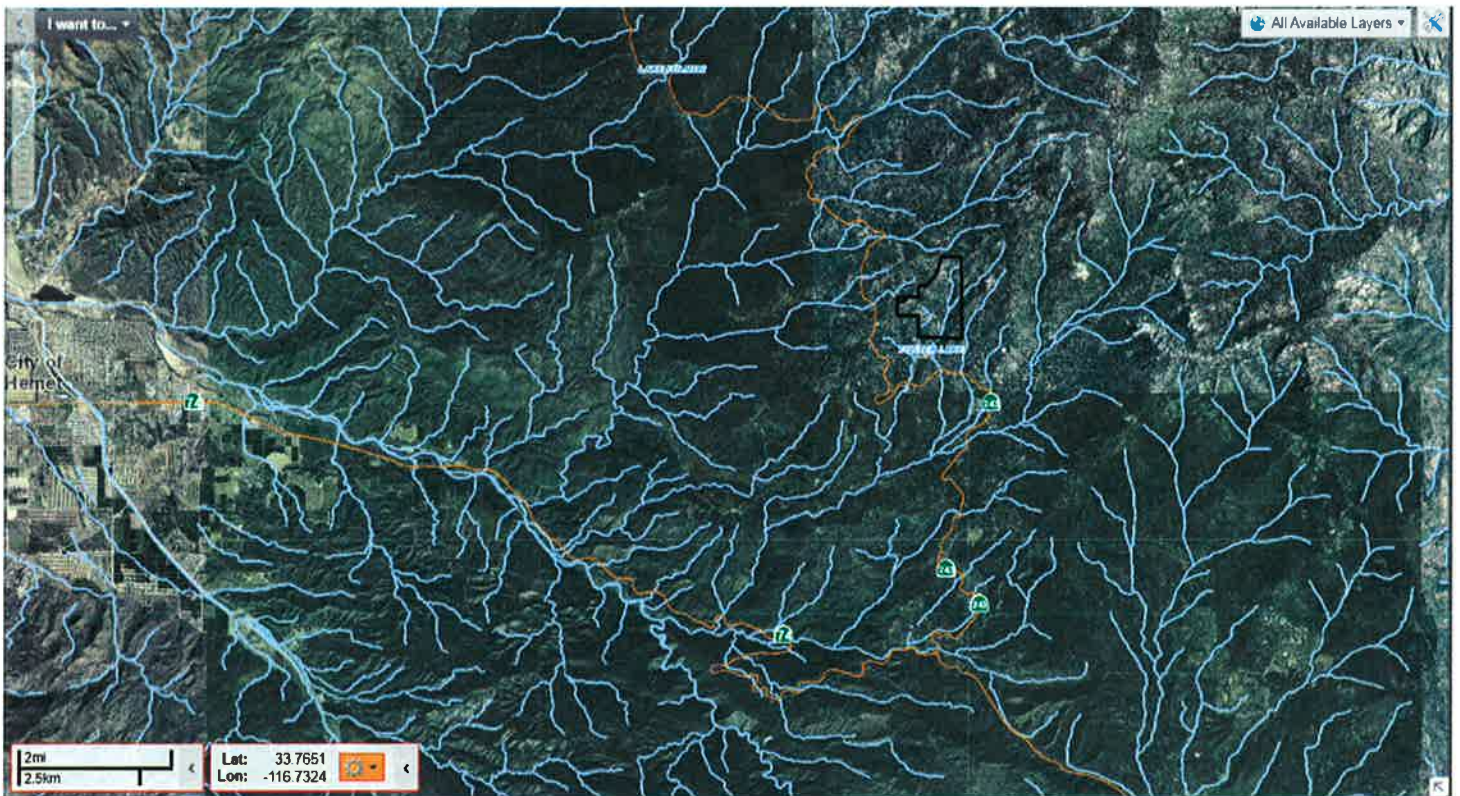
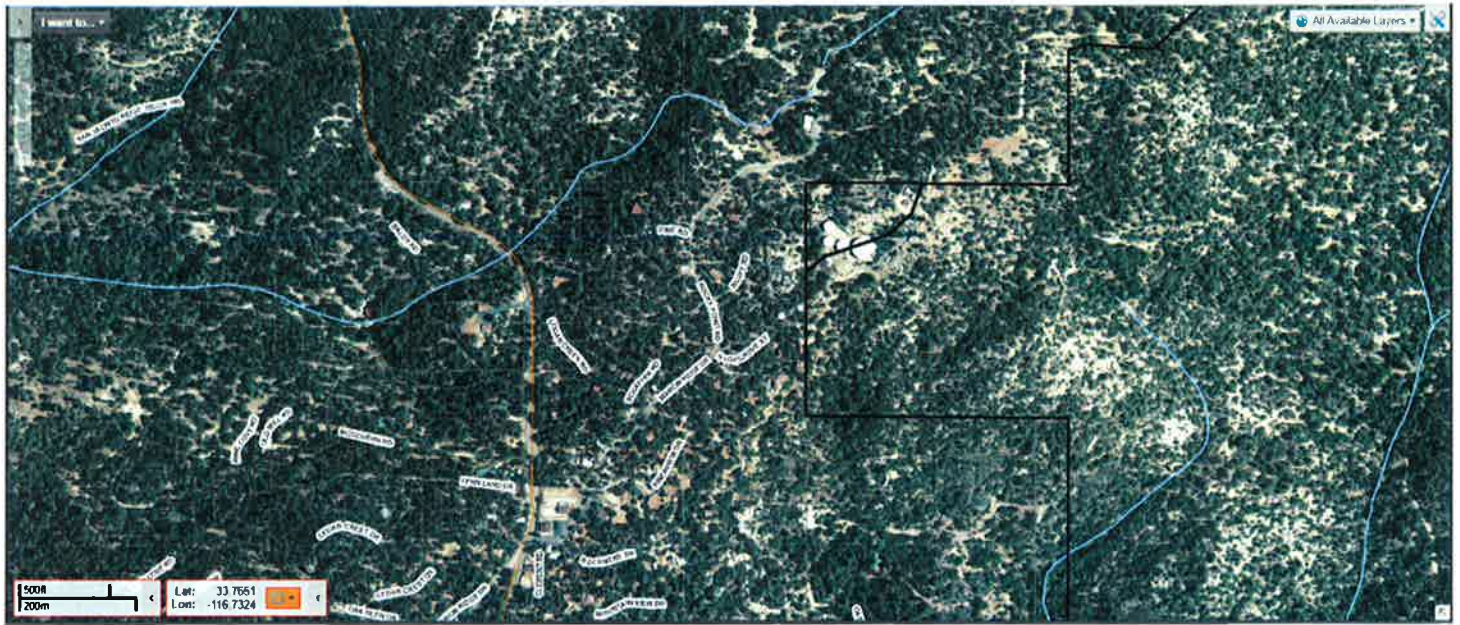
exemption only involves negligible or no expansion of the previous site's use. The Project as proposed is the extension of the lease term. The extension of the term will not increase or expand the use of the site, and merely allows for the continued use of the site in a similar capacity; therefore, the Project meets the scope and intent of the Class 1 Exemption.

- Section 15061 (b)(3) – “Common Sense” Exemption. In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b)(3). The use of this exemption is appropriate if “it can be seen with certainty that that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v Solano County Airport Land Use Comm'n* (2007) 41 Cal.4th 372. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed extension of the lease term will not have an effect on the environment. The use and operation of the facility will be substantially similar to the existing uses and will not create any new environmental impacts to the surrounding area. Therefore, in no way would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 6/2/15

John Alfred, Acting Senior Environmental Planner
County of Riverside, Economic Development Agency



Marion Ridge Communication Site – Pine Cove Water District
Latitude: 33.7651 Longitude: -116.7324

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: First Amendment to Lease, Marion Ridge Communication Site

Accounting String: 524830-47220-7200400000- FM042340000400

DATE: June 2, 2015

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature: _____

PRESENTED BY: Tracy Kaiser, Development Specialist, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: June 2, 2015

To: Mary Ann Meyer, Office of the County Clerk

From: John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM042340000400**
First Amendment to Lease, Marion Ridge Communication Site

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10th Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.

Attachment

cc: file

Marion Ridge Communication Site

Location: 24408 Rocky Point Road, Idyllwild, CA



- Legend**
-  RCLIS Parcels
 -  City Boundaries
 -  Cities

Notes
 APN 559-030-005
 Lease ID# ID004

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



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1 **FIRST AMENDMENT TO LEASE**

2
3 **THIS FIRST AMENDMENT TO LEASE** ("First Amendment"), dated as of March
4 11, 2015, is entered into by and between the **PINE COVE WATER DISTRICT**, a public
5 agency of the State of California (hereinafter "Lessor"), and the **COUNTY OF**
6 **RIVERSIDE**, a body politic (hereinafter "Lessee").

7 **RECITALS**

8 a. Lessor and Lessee have entered into that certain Lease dated February
9 25, 2005, pursuant to which Lessor has agreed to lease to Lessee and Lessee has
10 agreed to lease from Lessor a portion of the property described on Exhibit B, attached
11 hereto and incorporated herein (hereinafter called "the Premises").

12 b. The Parties now desire to amend the Lease as follows.

13 1. NOW THEREFORE, for good and valuable consideration the
14 receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

15 2. TERM. Section 3 to the Lease Agreement is deleted and replaced
16 with the following language:

17 The term of the Lease shall be extended for a period of five (5) years,
18 commencing April 1, 2015 and expiring March 31, 2020. Lessee shall have options to
19 extend the lease term for four (4) separate and consecutive five (5) year periods unless
20 Lessee gives (90) day written notice its election to terminate the lease. As set forth
21 herein below, any holding over by Lessee after the expiration of said term shall be
22 deemed a month to month tenancy upon the same terms and conditions of the Lease.

23 3. RENT. Section 5 of the Lease Agreement shall be deleted and
24 replaced with the following language:

25 Effective April 1, 2015, Lessee shall pay in \$2,443.33 for the first
26 twelve (12) full consecutive calendar months following the commencement date of the
27 Lease as set forth hereinabove. Rent shall be due and payable in advance on the first
28 day of each calendar month during the term of the Lease. On the first anniversary of

1 the commencement date, the monthly rent set forth hereinabove shall be increased by
2 4% and the amount so calculated shall be the monthly rent due for the twelve (12) full
3 calendar months immediately following such anniversary. The monthly rent in effect
4 immediately preceding each subsequent anniversary of the commencement date shall
5 be similarly increased and the amount so calculated shall be the monthly rent for the
6 twelve (12) full calendar months immediately following such anniversary. In a similar
7 fashion, the rent for any option period shall be increased, on an annual basis, by the
8 same percentage 4% all in accordance with Schedule A attached hereto and made a
9 part hereof.

10 Should Lessee enter into a joint use agreement, or agreements with
11 entities unrelated to the County of Riverside, the rent due and payable under the
12 Lease shall be increased, by agreement between the parties, based upon the number
13 of such entities and the compensation paid to Lessee by such entities, which shall be
14 fully disclosed to Lessor.

15 4. FIRST AMENDMENT TO PREVAIL. The provisions of this First
16 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease.
17 Any capitalized terms shall have the meaning defined in the Lease, unless defined
18 herein or context requires otherwise.

19 5. MISCELLANEOUS. Except as amended or modified herein, all
20 terms of the Lease shall remain in full force and effect. If any provisions of this
21 Amendment shall be determined to be illegal or unenforceable, such determination
22 shall not affect any other provision of the Lease. Neither this Amendment nor the
23 Lease shall be recorded by the County.

24 6. APPROVAL. The First Amendment to Lease shall not be binding
25 or consummated until its approval and execution by the Chairman of the Board of
26 Supervisors.

1 WITNESS WHEREOF, the parties have executed this First Amendment to
2 Lease as of the date first written above.

3 LESSEE:
4 COUNTY OF RIVERSIDE

LESSOR:
PINE COVE WATER DISTRICT

5
6 By: _____
7 Marion Ashley, Chairman
8 Board of Supervisors

By: 
9 _____
10 Jerry Holdber
11 General Manager

12 APPROVED AS TO FORM:
13 Gregory P. Priamos, County Counsel

14 By: 
15 _____
16 **SYNTHIA M. GUNZEL**
17 Deputy County Counsel

SCHEDULE A

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| Year | Monthly Rent |
|------|--------------|
| 2015 | \$2,443.33 |
| 2016 | \$2,541.06 |
| 2017 | \$2,642.71 |
| 2018 | \$2,748.41 |
| 2019 | \$2,858.35 |
| 2020 | \$2,972.68 |
| 2021 | \$3,091.59 |
| 2022 | \$3,215.26 |
| 2023 | \$3,343.87 |
| 2024 | \$3,477.62 |
| 2025 | \$3,616.73 |
| 2026 | \$3,761.39 |
| 2027 | \$3,911.85 |
| 2028 | \$4,068.32 |
| 2029 | \$4,231.06 |
| 2030 | \$4,400.30 |
| 2031 | \$4,576.31 |
| 2032 | \$4,759.36 |
| 2033 | \$4,949.74 |
| 2034 | \$5,147.73 |
| 2035 | \$5,353.64 |
| 2036 | \$5,567.78 |
| 2037 | \$5,790.49 |
| 2038 | \$6,022.11 |
| 2039 | \$6,263.00 |