

706



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

FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
January 26, 2012

SUBJECT: Communication Site License - Mt. Edna

RECOMMENDED MOTION: That the Board of Supervisors approve the attached site license for the Mt. Edna Communications site and authorize the Chairman of the Board to execute same on behalf of the County.

BACKGROUND: (Commences on Page 2)

FORM APPROVED COUNTY COUNSEL
BY: Sybilina M. Gaudel 1-20-12
DATE
SYNTHESIS/CONFERENCE

By: John R. Hawkins, County Fire Chief
Riverside County Fire Department

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 1/24/12
SAMUEL WONG

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 6,793	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No	
SOURCE OF FUNDS: General Funds 25%, Structural Fire Taxes 31%, Contract Revenue 44%	Positions To Be Deleted Per A-30 <input type="checkbox"/>
	Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: Jennifer L. Sargent
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 7, 2012
xc: EDA, Fire, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy

- Dep't Recomm.: Consent
- Per Exec. Ofc.: Consent
- Policy
- Policy



BACKGROUND:

Since 2005, the Fire Department has had radio equipment installed in a communication facility owned by the Mt. San Jacinto Repeater Company. The site has served the needs of the department well, and eventually it is likely that the equipment can be moved to one of the Public Safety Communication Enterprise facilities. In the interim, the Fire Department needs additional time to study the various scenarios, and thus has requested the Economic Development Agency Real Estate Division to extend the tenancy another year to December 31, 2012.

The Site License is summarized below:

Location:	33°53'3.01"N 116°51'50.76"W, in the San Jacinto Mountains near State Highway 243
Licensor:	Mt. San Jacinto Repeater Company
Size:	Not applicable, rack space only
Term:	One year commencing January 1, 2012
Rent:	Monthly payments of \$2,149.30
Rent Adjustments:	None
Utilities:	By Licensor
Interior/Exterior Maintenance:	By Licensee

The Form 11 and attached site lease have been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

All rents and associated costs for the Mt. Edna Communications site will be fully funded through the Fire Department budget. While the Economic Development Agency (EDA) will front the costs for the Site License with the owner, Fire Department will reimburse EDA for all associated costs.

Attachments:
Exhibit A
Exhibit B
License



Exhibit A

Mt Edna Cost Analysis FY 2011/12 San Jacinto, California

Total to be Licensed:

EXPECTED AMOUNTS

Rack Costs per month: (July 1, 2011 - December 31, 2011)	\$	2,086.71	
Rack Costs per month: (January 1, 2012 - June 30, 2012)	\$	2,149.30	
Rack Costs: (July 1, 2011 - December 31, 2011)	\$	12,520.26	
Rack Costs: (January 1, 2012 - June 30, 2012)	\$	12,895.80	
Total Expected License Cost for FY 2011/12			\$ 25,416.06

ACTUAL AMOUNTS

Rack Costs per month: (July 1, 2011 - December 31, 2011)	\$	2,086.71	
Rack Costs per month: (January 1, 2012 - June 30, 2012)	\$	2,149.30	
Rack Costs: (July 1, 2011 - December 31, 2011)	\$	12,520.26	
Rack Costs: (January 1, 2012 - June 30, 2012)	\$	12,895.80	
Total Actual License Cost for FY 2011/12			\$ 25,416.06
Total Lease Cost Variance for FY 2011/12			\$0

Estimated Additional Costs:

EXPECTED AMOUNTS

EDA License Management Fee (Based @ 3.79%)	\$	963.27	
Total Expected Additional Cost Included in Budget for FY 2011/12			\$ 963.27

ACTUAL AMOUNTS

EDA License Management Fee (Based @ 3.79%)	\$	963.27	
Total Estimated Additional Actual Cost for FY 2011/12			\$ 963.27

Total Estimated Additional Cost Variance for FY 2011/12 \$0

TOTAL ESTIMATED COST FOR FY 2011/12 \$0

TOTAL COUNTY COST 25% \$0



Exhibit B

Mt Edna Cost Analysis FY 2012/13 San Jacinto, California

Total to be Licensed:

EXPECTED AMOUNTS

Rack Costs per month: (July 1, 2012 - December 31, 2012)	\$	2,149.30	
Rack Costs per month: (January 1, 2013 - June 30, 2013)	\$	2,213.78	
Rack Costs: (July 1, 2012 - December 31, 2012)	\$	12,895.80	
Rack Costs: (January 1, 2013 - June 30, 2013)	\$	13,282.68	
Total Expected License Cost for FY 2012/13			\$ 26,178.48

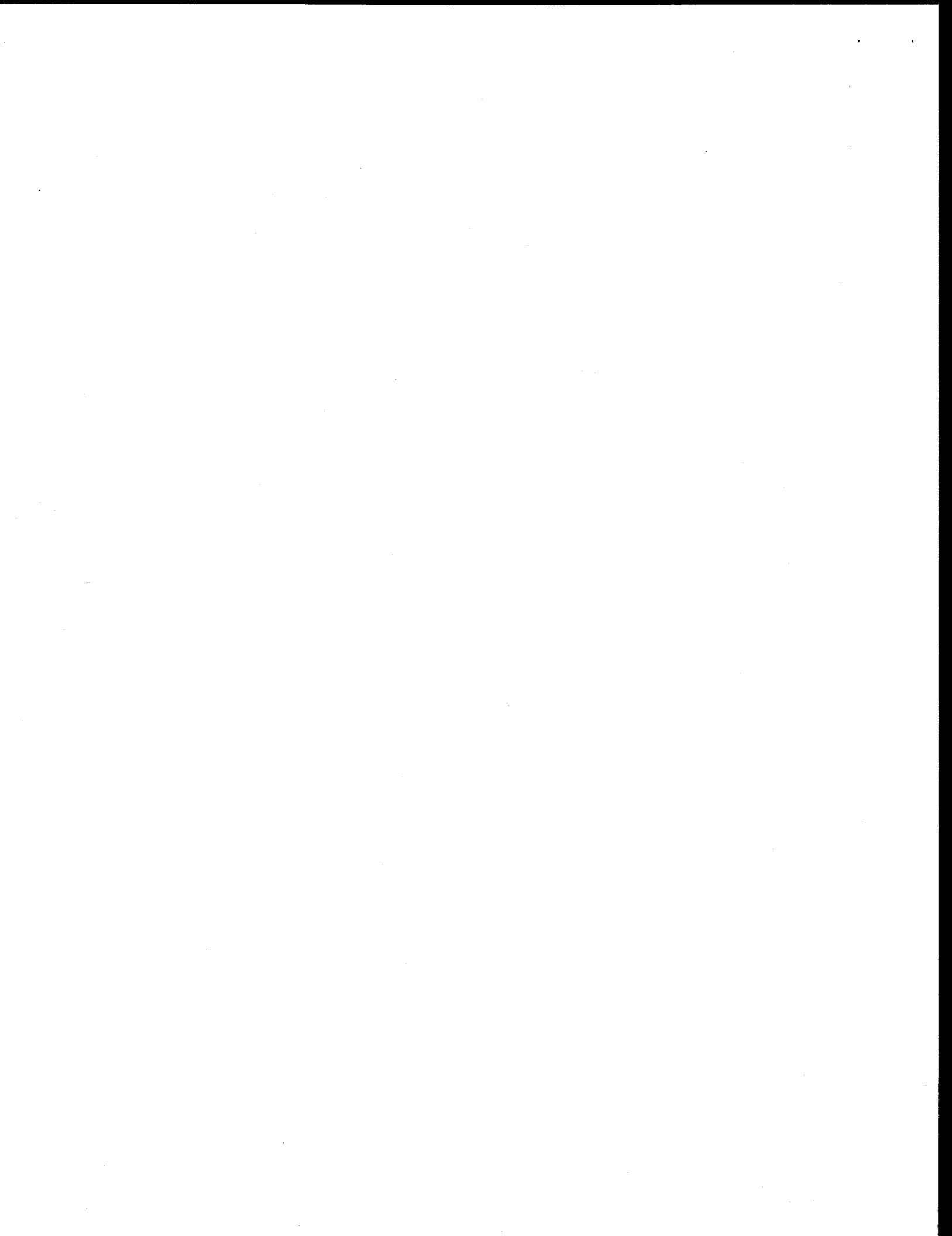
Estimated Additional Costs:

EXPECTED AMOUNTS

EDA License Management Fee (Based @ 3.79%)	\$	992.16	
Total Expected Additional Cost Included in Budget for FY 2012/13			\$ <u>992.16</u>

TOTAL ESTIMATED COST FOR FY 2012/13 **\$ 27,170.64**

TOTAL COUNTY COST 25% **\$ 6,792.66**



CLERK'S OFFICE

to Riverside County Clerk of the Board, 2nd Floor
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

SITE LICENSE

This License is made this 29th day of December, 2011, by and between Ellen J. Parker, dba Mt. San Jacinto Repeater Company, a sole proprietorship (hereinafter "Licensor"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California (hereinafter "Licensee"). Licensor and Licensee may be referred to hereinafter as "the Parties"

RECITALS

A. Licensor owns or has legal control of that certain real property (hereinafter the "Property") situated on Mt. Edna Road in an unincorporated area of the County of Riverside, State of California, identified as Assessor Parcel Number 544-220-014, as depicted on Exhibit A, attached hereto and incorporated herein.

B. Licensor desires to license a portion of the Property to Licensee that is currently occupied by County of Riverside under a prior lease between the Parties dated March 31, 2009, and has the legal authority to do so.

C. Licensee desires to license such portion of the Property from Licensor for the purpose of installing, operating and maintaining communications tower and related electronic facilities and equipment.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The Recitals set forth hereinabove are an integral part of this License and they are therefore, incorporated herein by this reference thereto.

2. Premises. Licensor hereby licenses to Licensee rack space inside a building located on the Property to install certain equipment as indicated on Exhibit B, attached hereto and incorporated herein (hereinafter called the "Premises").

3. Term. The term of this License shall be for a period of one year, commencing on January 1, 2012, and expiring December 31, 2012.

4. Option(s) to Extend. Licensee shall have no options to extend this License.

5. Rent. Licensee shall pay the sum of \$2,149.30 per month to Licensor as rent. Rent shall be due and payable in advance on the first day of each calendar month during the

1 term of this License. Rent is based on the equipment schedule attached hereto as Exhibit B,
2 and shall be adjusted upward or downward in the event of addition or removal of items
3 shown on the schedule.

4 6. Use. The Premises shall be used by Licensee for the purpose of operating
5 electronic communication devices by the Fire Department. Licensee shall have non-
6 exclusive possession of the Premises together with appropriate access to the Premises.

7 7. Utility Charges. Licensor shall pay, or cause to be paid, all charges for power,
8 heat, air-conditioning, or other services used, rented or supplied to Licensee in connection
9 with its use of the Premises.

10 8. Acceptance of Premises. Licensee accepts the Premises "as is" and
11 acknowledges that Licensor has made no representation whatever concerning the fitness of
12 the Premises for the use intended by Licensee.

13 9. Improvements by Licensee. Any alterations, improvements or installation of
14 fixtures to be undertaken by Licensee shall have the prior written consent of Licensor, after
15 Licensee has submitted plans for any such proposed alterations, improvements or fixtures to
16 Licensor in writing. Such consent shall not be unreasonably withheld by Licensor. All
17 alterations and improvements made and fixtures installed by Licensee shall remain
18 Licensee's property and may be removed by Licensee at or prior to the expiration of this
19 License; provided, however, that such removal does not cause injury or damage to the
20 Premises, or in the event it does, the Premises shall be restored.

21 10. Insurance. During the term of this License, Licensee, at its sole cost and
22 expenses, shall procure and maintain, or cause its affiliates to procure and maintain, in full
23 force and effect comprehensive general liability insurance coverage with limits of not less
24 than One Million Dollars for injury to or death of any one person in any one occurrence,
25 Three Million Dollars for injury to or death of two or more persons in any one occurrence and
26 One Hundred Thousand Dollars for injury or damage to property insuring against liability
27 arising out of Licensee's use or occupancy of the Premises, any easement, or the Property.
28 Such policy or policies of insurance shall name Licensor as an additional insured and shall

1 provide for at least thirty days prior written notice of cancellation. During the term of this
2 License, Licensee, at its sole cost and expense, shall procure and maintain, or shall cause its
3 affiliates to procure and maintain, in full force and effect insurance insuring the facilities,
4 equipment and structures of the Licensee installed on the Premises for their reasonable
5 replacement value against damage or loss by fire and other casualties generally covered by
6 the broad form of casualty coverage, subject to such deductibles as Licensee or its affiliates
7 shall reasonably determine appropriate. If reasonably available to Licensee, such insurance
8 shall waive any right of subrogation against Licensor. During the term of this License, the
9 Licensee, at its sole cost and expense, shall procure and maintain, or shall cause its affiliates
10 to procure and maintain, worker's compensation and employer's liability insurance as
11 required by the laws of the State of California. Licensee shall provide Licensor with a
12 certificate or certificates of insurance evidencing the insurance required by this paragraph on
13 or before the commencement date and promptly following the renewal or replacement of
14 such coverage. At Licensee's option, Licensee may self-insure for all insurance coverage
15 provided in this paragraph.

16 11. Hold Harmless. Each party agrees to indemnify, defend and hold the other party,
17 its officers, directors, employees, contractors and agents harmless from and against any
18 loss, liability, claim, damage or expense (including attorneys' fees) arising from or in any
19 manner related to the use or occupancy of the Premises or the access thereto, to the extent
20 such loss, liability, claim, damage or expense is caused by the acts or omissions of the
21 indemnifying party, its employees, contractors or agents.

22 12. Option To Terminate. Licensee shall have the option to terminate this License if
23 the Premises are destroyed or damaged to the extent that they cannot be repaired, or with
24 ninety days written notice at any time during the term of this License or any extension of this
25 License.

26 13. Interference. Licensee shall operate the Premises in compliance with all Federal
27 Communications Commission (FCC) requirements and in a manner that will not cause
28 interference to Licensor or other Lessees or licensees of the Property, provided that any such

1 installations predate that of Licensee. Subsequent to the installation of Licensee's facilities,
2 Licenser will not, and will not permit its Lessees or licensees to, install new equipment on or
3 make any alterations to the Premises or the property contiguous thereto owned or controlled
4 by Licenser, if such modifications are likely to cause interference with Licensee's operations.
5 In the event interference occurs Licenser agrees to use best efforts to eliminate such
6 interference within a reasonable time period. Licenser's failure to comply with this paragraph
7 shall be material breach of this License.

8 14. Taxes. If personal property taxes are assessed, Licensee shall pay any portion of
9 such taxes directly attributable to Licensee's facilities. Licenser shall pay all real property
10 taxes, assessments and deferred taxes on the Property.

11 15. Notices. Any notices required or desired to be served by either party upon the
12 other shall be addressed to the respective parties as set forth below or to such other
13 addresses as from time to time shall be designated by the respective parties:

14 **Licensee:**

Licenser:

15 County of Riverside

Fred Parker

16 EDA/Real Estate Division

Comtronix of Hemet

17 3403 10th Street, Suite 500

3501 Tanya Avenue, Suite H

18 Riverside, California 92501

Hemet, California 92545

19 16. Quiet Enjoyment. Licenser covenants that Licensee shall at all times during the
20 term of this License peaceably and quietly have, hold and enjoy the use of the Premises so
21 long as Licensee shall fully and faithfully perform the terms and conditions that it is required
22 to perform under this License.

23 17. Binding on Successors. The terms and conditions herein contained shall apply to
24 and bind the heirs, successors in interest, executors, administrators, representatives and
25 assigns all of the parties hereto

26 18. Severability. The invalidity of any provision in this License as determined by a
27 court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

28 19. Venue. Any action at law or in equity brought by either of the parties hereto for the

1 purpose of enforcing a right or rights provided for by this License shall be tried in a court of
2 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
3 waive all provision of law providing for a change of venue in such proceedings to any other
4 county.

5 20. Attorneys' Fees. In the event of any litigation or arbitration between Licensor and
6 Licensee to enforce any of the provisions of this License or any right of either party hereto,
7 the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all
8 costs and expenses, including reasonable attorney's fees, incurred therein by the successful
9 party, all of which shall be included in and as a part of the judgment rendered in such
10 litigation or arbitration.

11 21. Licensee's Representative. Licensee hereby appoints the Assistant County
12 Executive Officer/EDA as its authorized representative to administer this License.

13 22. Entire License. This License is intended by the parties hereto as a final expression
14 of their understanding with respect to the subject matter hereof and as a complete and
15 exclusive statement of the terms and conditions thereof and supersedes any and all prior and
16 contemporaneous leases, agreements and understandings, oral or written, in connection
17 therewith. This License may be changed or modified only upon the written consent of the
18 parties hereto.

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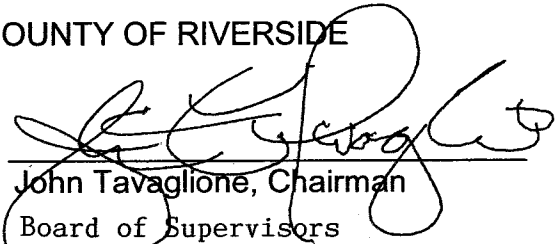
1 23. Interpretation. The parties hereto have negotiated this License at arm's length and
2 with advice of their respective attorneys, and no provision contained herein shall be
3 construed against either party solely because it prepared this License in its executed form.
4

5 Dated: _____

6 Ellen J. Parker, dba Mt. San Jacinto Repeater
7 Company

8 By: _____
9 Ellen J. Parker

10 COUNTY OF RIVERSIDE

11
12 By: 
13 John Tavaglione, Chairman
14 Board of Supervisors

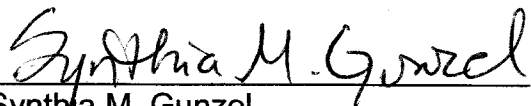
15 **APPROVED AS TO FORM:**

16 Pamela J. Walls
17 County Counsel

18 ATTEST:

19 KECIA HARPER-IHEM, Clerk

20 By: 
21 DEPUTY

22 By: 
23 Synthia M. Gunzel
24 Deputy County Counsel
25
26

544-22 ⁵⁹⁻⁰⁵ TR A 5888

Box SEC. 27, T3S, R1E

B.K. 532



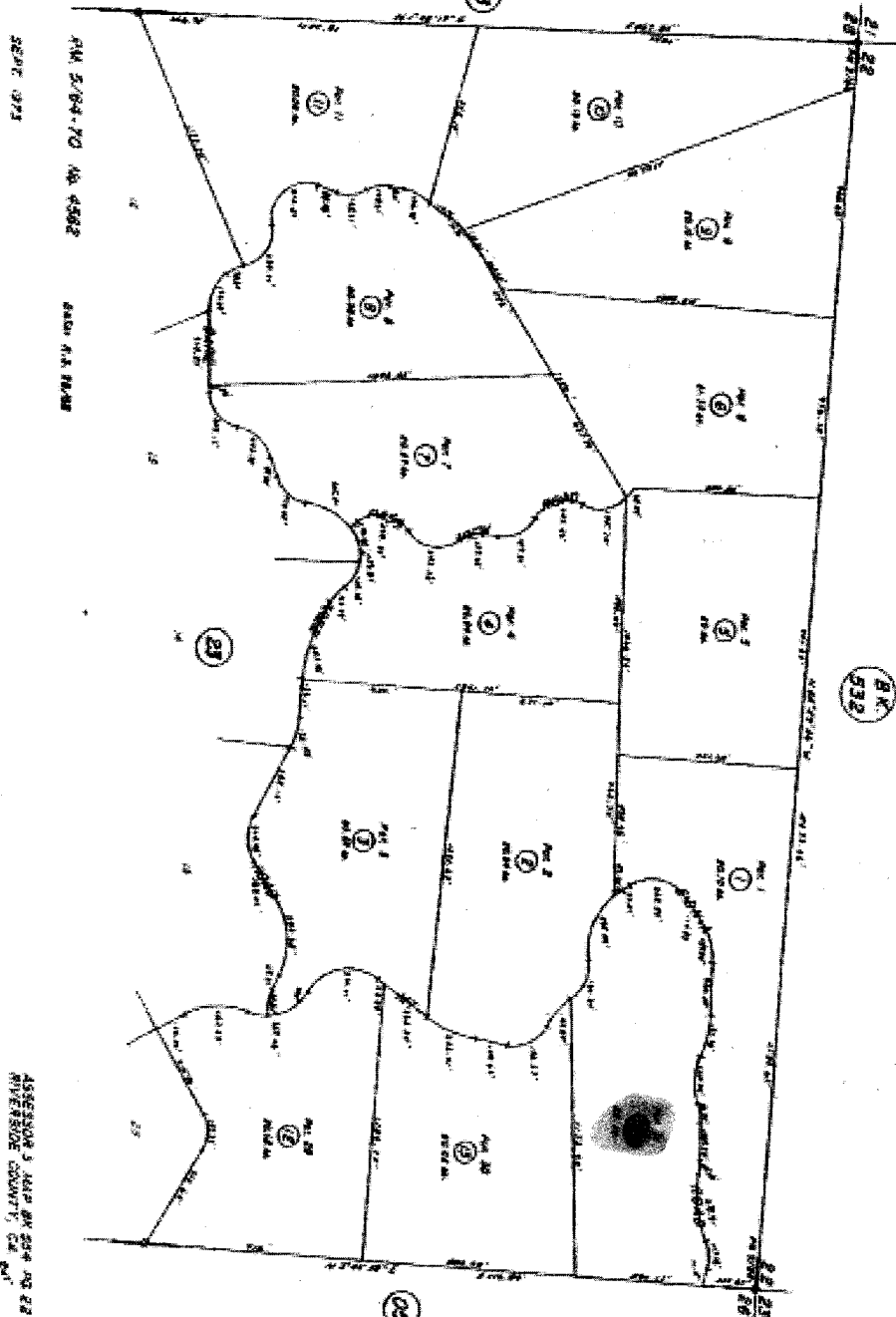


EXHIBIT "A"

