

FORM APPROVED COUNTY COUNSEL
 BY: *Anita C. Willis* 10-5-15
 DATE: ANITA C. WILLIS

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

417



FROM: Economic Development Agency

SUBMITTAL DATE:

October 7, 2015

SUBJECT: First Amendment to Communication Site License Agreement 5 Year Lease with 4 Additional 5 Year Terms – AT&T Bellegrave, District 2, CEQA Exempt, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities and 15061(b)(3), General Exemption Rule;
2. Ratify the attached First Amendment to Communication Site License Agreement and authorize the Chairman of the Board to execute the same on behalf of the County;
3. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and

(Continued)

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	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: No

For Fiscal Year: 2015/16-2039/40

C.E.O. RECOMMENDATION:

APPROVE

BY: *Rohini Dasika*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Benoit
 Nays: None
 Absent: Ashley
 Date: October 20, 2015
 xc: EDA, Recorder

Kecia Harper-Ihem
 Clerk of the Board

By: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.:

District: 2

Agenda Number:

3-11

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

Departmental Concurrence

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

Economic Development Agency

FORM 11: First Amendment to Communication Site License Agreement 5 Year Lease with 4 Additional 5 Year Terms – AT&T Bellegrave, District 2, CEQA Exempt, [\$0]

DATE: October 7, 2015

PAGE: 2 of 2

RECOMMENDED MOTION: (Continued)

- 4. Direct the Clerk of the Board to file the Notice of Exemption within five days of approval by the Board.

BACKGROUND:

Summary

In August 2004, the County of Riverside, (Licensor), Southern California Edison, (SCE) and AT&T Wireless Services Inc. a Delaware Corporation (Carrier), entered into a three-party Communication Site License Agreement to locate AT&T's communications equipment on a SCE electrical transmission tower located on County's Property. The License Agreement was for an initial five year term with one automatically renewing five year term.

AT&T and SCE propose to extend the term of the Agreement five years. The First Amendment will provide the Carrier with options to extend this License for four additional five year terms and to update contact information for the parties.

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities and 15061(b)(3) General Exemption Rule as the project does not provide for any physical changes or alterations to the existing structure. No construction would occur and the communication site facility would continue to operate in a similar manner.

Premises:	Bellegrave Avenue – Tower M10-T1	
	<u>Current</u>	<u>New</u>
Term:	January 1, 2005 – December 31, 2014	January 1, 2015
Option to Extend:	One five year term + One five Year option	One five year term + four five year options
Rent:	\$1,304.78	\$1,343.92 With 3% annual increases
Utilities:	SCE	SCE
Maintenance:	SCE	SCE

Impact on Residences and Businesses:

The rent derived from this License will continue to be directed to Public Safety and will serve to enhance public safety for the residents and businesses within the County.

Attachments:

- First Amendment to Communications Site License Agreement
- Notice of Exemption
- Aerial Photo



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

10/21/15
Date

Kb
Initial

NOTICE OF EXEMPTION

September 23, 2015

Project Name: First Amendment to Communication Site License Agreement – AT&T Bellegrave

Project Number: FM0473611030000

Project Location: Bellegrave Avenue – Communication Tower, City of Jurupa, County of Riverside, CA;
Assessor Parcel Numbers: 159-020-010 (See attached exhibit)

Description of Project: In August 2004, the County of Riverside, (“County”), Southern California Edison, (“SCE”) and AT&T Wireless Services Inc. a Delaware Corporation (“Carrier”), entered into a three-party Communication Site License Agreement to locate AT&T’s Communications equipment on a SCE electrical transmission tower located on County’s Property. The License Agreement was for an initial five (5) year term with one (1) automatically renewing five (5) year term. AT&T and SCE propose to extend the term of the Agreement five (5) years. The term of the Agreement, by this First Amendment, will be extended for five (5) years and for four (4) additional five (5) year extension terms (Renewal Term) unless SCE notifies County in writing of SCE’s intention not to extend the Agreement at least sixty (60) days prior to the expiration of the term. No construction would occur and the communication site facility would continue to operate in a similar manner. The project does not involve any changes to land use, alterations to the existing structure, or the physical environment. 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 license term is not anticipated to result in any significant physical environmental impacts.

OCT 20 2015 3-11

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8914 • F: 951.955.6686

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- Section 15301 – Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, licensing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The Project as proposed is the extension of the license 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 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 license 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: 9/23/2015

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: First Amendment to Communication Site Lease – AT&T Bellegrave

Accounting String: 524830-47220-7200400000- FM0473611030000

DATE: July 13, 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) _____

**FIRST AMENDMENT
TO
COMMUNICATIONS SITE LICENSE AGREEMENT
AT&T Bellgrave**

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LICENSE AGREEMENT ("First Amendment") is made October 20, 2015 by and among County of Riverside, California, (hereinafter referred to as "**Licensor**"), Southern California Edison Company, a California corporation, (hereinafter referred to as "**SCE**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to AT&T Wireless Services, Inc., a Delaware Corporation (hereinafter referred to as "**Carrier**") (collectively, the "**Parties**", or individually the "**Party**"), without regard to number and gender.

RECITALS

WHEREAS, on August 30, 2004, Licensor, SCE and Carrier entered into a three-party Communication Site License Agreement ("**Agreement**") to locate Carrier's communications equipment on a SCE electrical transmission tower located at Licensor's Property (the "**Property**") for an initial five (5) year term, with one (1) automatically renewing five (5) year term, for a total of ten (10) years; and

WHEREAS, the Agreement commenced effective as of December 31, 2004; and

WHEREAS, Carrier and SCE propose to extend the Term of the Agreement as set forth below; and

WHEREAS, the Agreement provides that SCE is currently obligated to make the Licensee Fee payments under the Agreement to Licensor (subject to reimbursement by Carrier) and the Parties now propose that the Carrier pay an annual License Fee payment directly to the Licensor.

NOW, THEREFORE, by mutual agreement of the Parties and in consideration of the mutual promises, rights and obligations hereinafter set forth, the Agreement is hereby amended as follows:

1. Defined Terms. Any capitalized terms used in this First Amendment that are not defined herein shall have the meanings given those terms in the Agreement.
2. License Fee. Paragraph 5 is hereby amended. The Parties acknowledge and agree the Agreement provides that the monthly License Fee is currently paid by SCE to Licensor on a monthly basis. The Parties further acknowledge and agree that SCE has paid the License Fee to Licensor up to and through December 31, 2014. Upon execution of this Amendment, SCE shall pay Licensor any past due License Fees and continue to make payment through August 31, 2015. Commencing on September 1, 2015, Carrier shall begin making the annual License Fee payments to Licensor as provided in the Agreement. Pursuant to this First Amendment, the Parties confirm the annual anniversary of the Payment Date is January 1. Commencing on January 1st, 2016 and on each January 1st thereafter during the term of the Agreement, the License Fee shall increase by an amount equal to three percent (3%) of the License Fee paid during the immediately preceding year.

3. Term of Agreement. Paragraph 4 is hereby amended. Parties hereby acknowledge and agree that the Term of the Agreement shall be extended five (5) years from the date first written above. SCE shall have the right to extend the Term of the Agreement for four (4) additional five (5) year terms ("a **Renewal Term**") on the same terms and conditions contained in the Agreement and this First Amendment. The Agreement shall automatically be extended for the Renewal Term unless SCE notifies Licensor in writing of SCE's intention not to extend the Agreement at least sixty (60) days prior to the expiration of the Term or the then current Renewal Term.
4. New Improvements. Paragraph 6 of the Agreement is hereby amended. Carrier is permitted to add additional Communication Facilities within the existing enclosure and replace/add antennas as applicable. All installations are subject to the Carrier obtaining, if necessary, applicable permits, prior to the commencement of any construction.
5. Notices: Paragraph 16 of the Agreement is hereby amended to reflect the revised contact information for SCE and notice information for Carrier.

SCE:

Southern California Edison Co.
2131 Walnut Grove Ave.
Rosemead, CA 91770

Vicki J. Vigil
(626) 302-4372

Carrier:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: Cell Site No. LA6046, Cell Site Name: Jurpa Valley Sports Park
Relo
FA# 10094501
575 Morosgo Drive
Atlanta, GA 30324

With a required copy to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: Cell Site No. LA6046, Cell Site Name: Jurpa Valley Sports Park
Relo
FA# 10094501
208 S. Akard Street
Dallas, Texas 75202-4206

6. Full Force and Effect. Except as specifically modified by this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term or provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

7. Compliance with Agreement. The Parties hereby agree that, to the best of the respective actual knowledge of each Party at the time of execution of this First Amendment, all Parties are in full compliance with the terms of the Agreement. The foregoing statement is not intended to modify, be inconsistent with or contradict the terms of the Agreement or any related agreement, with respect to the Parties' obligations, duties and responsibilities, rights or privileges thereunder.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this First Amendment the day and year first above written.

Date: 8/19/15

SCE

Southern California Edison Co., a California corporation

By: [Signature]
Efram Miranda, Project Manager
Carrier Solutions
Real Properties

CARRIER

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

Date: 8/11/2015

By: [Signature]

Name: James Stickney

Title: DIRECTOR - C&E

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

LICENSOR:

COUNTY OF RIVERSIDE

By: [Signature]
Marion Ashley, Chairman
Board of Supervisors

(SEAL)

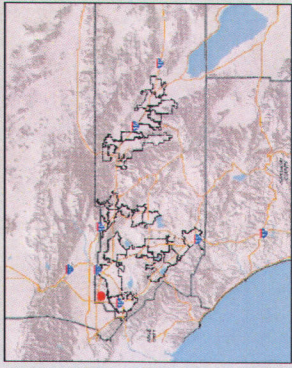
APPROVED AS TO FORM

Gregory P. Priamos
County Counsel

By: [Signature]
Synthia M. Gunzel
Deputy County Counsel

Bellgrave Communication Site Location

RV300



Legend

□ RCLIS Parcels



0 776 1,552 Feet



REPORT PRINTED ON... 8/25/2015 3:34:58 PM

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Notes
159020010

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.