

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



ITEM: 3.21
(ID # 15219)

MEETING DATE:

Tuesday, June 29, 2021

FROM: FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE): Approval of First Amendment to License Agreement – Red Mountain – American Towers LLC, No District (San Diego County). [Total Cost \$65,576, 100% PSEC Operating Budget] CEQA Exempt (Clerk of the Board to file the Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption and 15061 (b)(3) "Common Sense" Exemption;
2. Approve the attached First Amendment to License Agreement by and between American Towers LLC, a Delaware limited liability company, and the County of Riverside and authorize the Chair of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or her designee, to execute any documents related to or ancillary to this action; and
4. Authorize and direct the Clerk of the Board to file the Notice of Exemption within five (5) business days.

ACTION: Policy

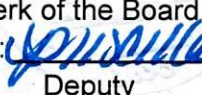

Rose Salgado, Director of Facilities Management 6/2/2021


Gustavo Vazquez 6/16/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: June 29, 2021
xc: FM-RE, Recorder

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 10,089	\$ 12,511	\$ 65,576	\$ 0
NET COUNTY COST	\$0	\$0	\$0	\$ 0
SOURCE OF FUNDS: 100%- PSEC Operating Budget			Budget Adjustment: No	
			For Fiscal Year: 2021/22 – 2026/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Public Safety Enterprise Communications (PSEC) project maintains and operates a communication network consisting of seventy-five sites throughout Riverside and including neighboring counties. PSEC provides critical communication infrastructure for the public safety network and serves the County of Riverside (County) Sheriffs and Fire Department. In situations where it is not practical to purchase the small land required for a communication site, PSEC, may elect to enter into long-term ground leases or licenses.

The Red Mountain PSEC site (Red Mountain) near Fallbrook in San Diego County is a site where the purchase of the land was not practical and contains existing communications infrastructure that is owned by American Towers LLC, a Delaware limited liability company. Red Mountain provides coverage in the southwest region of Riverside County and has enhanced the interoperability with the San Diego County Sheriff.

On November 1, 2011, Item 3.12, the Board of Supervisors, through the recommendation of Facilities Management Real Estate (FM-RE), approved the License Agreement (License) between the County and American Towers LLC, a Delaware limited liability company. The License was for a period of five (5) years with one option to extend the term by five (5) additional years, and which is set to expire on September 19, 2021.

FM-RE has negotiated the attached First Amendment to License Agreement (First Amendment) that will extend the term for a period of five (5) years and provide the County with two (2) options to extend the License by five (5) years each.

The terms of the First Amendment are further summarized below.

Lessor: American Towers LLC, a Delaware limited liability company

Address: 3662 1/2 Mission Rd, Fallbrook, CA 92028

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

	<u>Current</u>	<u>New</u>
Term:	Sept. 20, 2016 – Sept. 19, 2021	Sept. 20, 2021 – Sept. 19, 2026
Options:	None Remaining	Two (2) options five (5) years each
Rent:	\$925.15	\$962.16
Utilities/ Maintenance:	Provided by County	Provided by County
Annual Escalation:	4%	4%

The First Amendment has been reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b) (3) and Section 15301 Class 1, Existing Facility, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The County's approval of the activity does not create any reasonably foreseeable physical change to the environment for this transaction.

The attached First Amendment to License has been approved as to form by County Counsel.

Impact on Citizens and Businesses

Red Mountain provides important network coverage for PSEC and enhances public safety communications for the benefit of residents and businesses in the southwest region of Riverside County.

SUPPLEMENTAL:

Additional Fiscal Information

All the associated costs for this License will be fully funded through the PSEC budget. While Facilities Management will front the costs for this License with the property owner, PSEC will reimburse Facilities Management for all associated lease costs.

Attachments:

Exhibit A, B, and C
First Amendment to License Agreement
CEQA Notice of Exemption
Aerial Image

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

JR:dr/05052021/FB002/30.517


Meghan Hahn, Administrative Analyst

6/17/2021


Gregory V. Priamos, Director County Counsel

6/17/2021

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (the "First Amendment") is made and entered into on this 31st day of March, 2021, by and between American Towers LLC, a Delaware limited liability company (the "Licensor") and The County of Riverside, a political subdivision of the State of California (the "Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor owns a certain communications tower on a certain parcel of land located at 3662 1/2 Mission Road, Fallbrook, CA 92028-8393 more commonly known to Licensor as the RED MOUNTAIN-FALLBROOK tower site (the "Tower Facility"); and

WHEREAS, Licensor and Licensee entered into that certain License Agreement dated November 1, 2011 ("Original Agreement") by and between Licensor and Licensee for the use of a certain portion of the Tower Facility; and

WHEREAS, the Original Agreement was automatically renewed for five (5) years after the conclusion of the initial five (5) year term; and

WHEREAS, the Original Agreement together with this Amendment are collectively referred to herein as the "Agreement."

WHEREAS, the Parties now desire to extend the term of the Agreement for a period of five (5) years pursuant to the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) **TERM.** Licensor and Licensee agree to extend the term of the Agreement commencing on September 20, 2021 (the "Extension Term Commencement Date") for a period of five (5) years (the "Extension Term").
- 2) **RENEWAL TERM.** Immediately following the expiration of the Extension Term, there shall be two (2) additional periods of five (5) years each (each a "Renewal Term"). The Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the end of the then existing term.
- 3) **MONTHLY LICENSE FEE.** Effective upon September 20, 2021, the Monthly License Fee shall be increased by Thirty-Seven and 01/100 Dollars (\$37.01) per month ("Increased Fee") and adjusted pursuant to the Annual Escalator as set

forth on Section 4 of this First Amendment. The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.

- 4) FEE ADJUSTMENT. Effective upon September 20, 2022, and each anniversary thereafter during the Extension Term, the Monthly License Fee shall be increased by four percent (4%) ("Annual Escalator").
- 5) PAYMENT ADDRESS. Licensor and Licensee agree and acknowledge that all future payments of the Monthly License Fee shall be made to the Licensor at the following remittance address:

American Tower Corporation
29637 Network Place
Chicago, IL 60673-1296

- 6) CAPITALIZED TERMS. Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 7) ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
- 8) EFFECTIVE DATE. This First Amendment to License Agreement shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.
- 9) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Licensor Site Name/Number: RED MOUNTAIN-FALLBROOK / 4472

Licensor Contract Number: 316311

Licensee Site Name/Number: N/A / N/A

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Licensor Site Name/Number: RED MOUNTAIN-FALLBROOK / 4472

Licensor Contract Number: 316311

Licensee Site Name/Number: N/A / N/A

IN WITNESS WHEREOF, the Parties hereto have set their hands to this First Amendment to that certain License Agreement as of the day and year written below:

LICENSOR:

American Towers LLC, a Delaware limited liability company

By: 

Name: Daniel Boe

Title: VP-Legal

Date: 3/31/2021

LICENSEE:

The County of Riverside, a political subdivision of the State of California

By: 

Karen Spiegel, Chair
Board of Supervisors

Date: JUN 29 2021

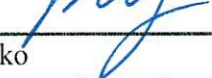
ATTEST:

Kecia R. Harper
Clerk of the Board

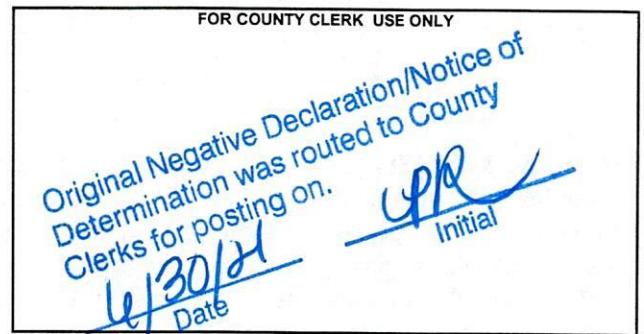
By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By: 
Ryan Yabko
Deputy County Counsel

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA



NOTICE OF EXEMPTION

June 17, 2021

Project Name: First Amendment to License Agreement with American Towers LLC, Red Mountain Communication Site

Project Number: FM042250000200

Project Location: 3662 ½ Mission Road, Fallbrook California 92028

Description of Project: The Public Safety Enterprise Communications (PSEC) project maintains and operates a network consisting of seventy-five communication sites throughout Riverside and neighboring counties. The project provides critical communication infrastructure for the public safety network and serves the County of Riverside (County) Sheriffs and Fire Department. In situations where it is not practical to purchase the small land required for a communication site, PSEC, may elect to enter into long term ground leases or licenses.

The Red Mountain PSEC site (Red Mountain) near Fallbrook in San Diego County is a site where the purchase of the land was not practical and contains existing communications infrastructure that is owned by American Towers LLC, a Delaware limited liability company. Red Mountain provides coverage in the southwest region of Riverside County and has enhanced the interoperability with the San Diego County Sheriff.

On November 1, 2011, under Minute Order 3.12, the County Board of Supervisors through the recommendation of the Facilities Management, Real Estate Division approved the License Agreement (License) between the County and American Towers LLC, a Delaware limited liability company. The License was for a period of five years with one option to extend the term by five additional years, and which is set to expire on September 19, 2011.

The County is seeking a First Amendment to the License Agreement (First Amendment) that will provide the County with two options to extend the License by five years each, beginning September 19, 2021. The First Amendment to the License Agreement with American Towers, LLC is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no expansion of the existing facility will occur. The operation of the facility will continue to provide communication services. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

JUN 29 2021 3.21

Reasons Why Project is Exempt: The proposed project is categorically 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 an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the First Amendment to the License Agreement.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, 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 limited to a License Agreement regarding an existing communication site. The project will not require physical modifications to the existing site which would increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **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 *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed First Amendment to the License Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. 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.

Therefore, the County of Riverside Facilities Management 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: _____

6/14/21

Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: First Amendment to License Agreement, Red Mountain Communication Site

Accounting String: 524830-47220-7200400000 - FM042250000200

DATE: June 14, 2021

AGENCY: Riverside County Facilities Management

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: Mike Sullivan, Senior Environmental Planner, Facilities Management

Signature:



PRESENTED BY: Jose Ruiz, Real Property Agent, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA 92507

Date: June 14, 2021

To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Facilities Management

Subject: County of Riverside Facilities Management Project # FM042250000200
First Amendment to License Agreement with American Towers, Red Mountain
Communication Site

The Riverside County's Facilities Management'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 #2600

Attention: Mike Sullivan, Senior Environmental Planner,
Facilities Management,

3133 Mission Inn Avenue, Riverside, CA 92507

If you have any questions, please contact Mike Sullivan at 955-8009 or email
at msullivan@rivco.org.

Attachment

cc: file