

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



**ITEM: 3.9
(ID # 13607)**

MEETING DATE:
Tuesday, October 19, 2021

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of Second Amendment to Communication Site Lease Agreement – Indio Relocation Site – Los Angeles SMSA Limited Partnership, District 4. CEQA Exempt [\$0] (Clerk to File CEQA 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, and direct the Clerk of the Board to file the Notice of Exemption;
2. Approve the attached Second Amendment to Communication Site Lease Agreement with Los Angeles SMSA Limited Partnership and authorize the Chair of the Board to execute the document on behalf of the County;
3. Authorize the Director of Facilities Management, or their designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval of the project.

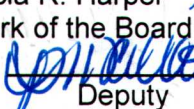
ACTION:


Rose Salgado, Director of Facilities Management 9/28/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: October 19, 2021
xc: FM, 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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A Revenue Lease			Budget Adjustment: No	
			For Fiscal Year: 2020/21 – 2040/41	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

There is an existing communication facility ground lease between the County of Riverside (County), as Lessor, and Los Angeles SMSA Limited Partnership doing business as Verizon Wireless (Verizon) dated February 1, 2011 and amended by that First Amendment to Communication Site Lease dated February 28, 2013 (collectively the Lease). The Lease relates to the use by Verizon of an 824 square foot portion of ground space at the County owned property identified by Assessor Parcel Number 614-150-034 (Leased Premises). Verizon utilizes the Leased Premises for the maintenance and operation of an existing Verizon communication facility.

The initial term of the Lease was for five (5) years with an automatic renewal option of one additional five (5) year term. The final expiration date of the initial term and option is October 31, 2020. Verizon recently approached the County with a request to extend the term by four (4) additional five (5) year options. Facilities Management-Real Estate (FM-RE) negotiated the terms of the attached Second Amendment to Communication Site Lease (Second Amendment) as summarized below.

Lessee: Los Angeles SMSA Limited Partnership

APN: 614-150-034

	<u>Current</u>	<u>New</u>
Term:	Nov. 1, 2015 – Oct. 31, 2020	Nov. 1, 2020 – Oct. 31, 2025
Options:	Option exercised. No further options remain	Four (4) additional Five (5) year options
Square Feet:	824 square feet	No Change

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

Rent:	\$2,660.46	\$2,740.27
Utilities/ Maintenance:	Provided by Lessee	Provided by Lessee
Annual Escalation:	3% annual increase	3% annual increase

(Continued)

The Second 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 Second Amendment has been approved as to form by County Counsel.

Impact on Citizens and Businesses

The rent derived from this lease minus an FM-RE administrative charge is directed to Riverside County Information Technology to help fund and pay for public safety communications which will benefit both businesses and residents alike.

SUPPLEMENTAL:

Additional Fiscal Information

This Second Amendment represents a revenue lease and there are no net County costs for this transaction.

Attachments:

- Second Amendment to Communication Site Lease
- CEQA Notice of Exemption
- Aerial Image

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

PK:dr/10072021/IN085/30.408



Meghan Hahn, Administrative Analyst

10/11/2021



Gregory L. Priamos, Director County Counsel

10/6/2021

47225 Oasis Street, Indio

2nd Amendment to Lease



Legend

- Blueline Streams
- City Areas



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.

0 770 1,539 Feet

REPORT PRINTED ON... 9/30/2021 10:02:40 AM

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Notes

SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

This Second Amendment to Communications Site Lease Agreement (“Second Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between County of Riverside, a political subdivision of the State of California (“COUNTY”), and Los Angeles SMSA Limited Partnership, a California limited partnership d/b/a Verizon Wireless (“LESSEE”). COUNTY and LESSEE may be referenced in this Second Amendment individually as a “Party” or collectively as the “Parties.”

RECITALS

A. COUNTY and LESSEE are parties to that certain Communications Site Lease Agreement dated February 1, 2011, as was previously amended by that certain First Amendment to Communications Site Lease Agreement dated February 28, 2013, (collectively, the “Lease”), pursuant to which LESSEE is leasing from COUNTY a portion of that certain property located at 47225 Oasis Street, in the City of Indio, County of Riverside, State of California, (“Premises”) as more particularly described in the Lease.

B. The Parties desire to amend the Lease to modify the terms of the Lease.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Second 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 Lease as follows:

1. Term. Section 3 of the Lease is hereby amended by the following: The Lease, including the exercise of the Renewal Term (as defined in the Lease), shall expire on October 31, 2020 (“Term”). LESSEE shall have the options to extend the Term of the Lease by four (4) additional five (5) year terms (each an “Extension Option”). LESSEE shall exercise each Extension Option by providing written notice to COUNTY at least thirty (30) days prior to the expiration of the then-current term.

2. Holdover. Section 3 of the Lease is hereby amended by the following: The Parties agree that a holding over beyond the expiration of the Lease shall operate as an extension of the Lease from month-to-month only (the “Holdover Period”) with the LESSEE being a tenant from month to month, upon the same terms and conditions of the Lease and with rent due monthly in an amount equaling the monthly rent installment applicable during the month immediately preceding such expiration. Notwithstanding the foregoing, the Parties agree that rent shall be subject to escalation during the Holdover Period as set forth in Section 4 of the Lease. Either Party may terminate the Lease at the end of any month during the Holdover Period by providing thirty (30) days written notice to the other Party.

3. Rent. Section 4 of the Lease is hereby amended by the following: Commencing November 1, 2020, the monthly rent shall be \$2,740.27 to be paid on the first day of the month in

advance to COUNTY. Beginning on November 1, 2021 the monthly rent shall increase by 3% over the monthly rent then in effect and by 3% over the then current monthly rent on each one-year anniversary of November 1, 2021 thereafter.

4. Continued Effect/Capitalized Terms. Except as amended hereby, all of the other terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Second Amendment, the terms and provisions of this Second Amendment shall control. In addition, except as otherwise stated in this Second Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Second Amendment.

5. Ratification and Reaffirmation. COUNTY and LESSEE 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 Lease. Except as modified by this Second Amendment, all of the terms and conditions of the Lease are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Second 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 Lease.

6. Miscellaneous. Time is of the essence in this Second Amendment and the Lease and each and all of their respective provisions. Subject to the provisions of the Lease as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the Parties hereto. If any provision of this Second Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or LESSEE. Neither this Second Amendment, nor the Lease shall be recorded by LESSEE. Notwithstanding the foregoing, LESSEE shall have the right to record a memorandum of the Lease.

7. Effective Date. This Second Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

8. Counterparts. This Second Amendment may be executed in several counterparts each of which shall be an original, but all of such counterparts shall constitute one such Second Amendment. An executed counterpart of this Second Amendment transmitted by email or other electronic transmission shall be deemed an original counterpart and shall be as effective as an original counterpart of this Second Amendment and shall be legally binding upon the parties hereto to the same extent as delivery of an original counterpart.

[SIGNATURE PAGE TO FOLLOW]

LESSEE Site Name: Downtown Indio Relo
LESSEE Location Code: 266278

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this Second Amendment below, intending to be bound.

COUNTY:

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

LESSEE:

**Los Angeles SMSA Limited Partnership,
a California limited partnership d/b/a
Verizon Wireless
By AirTouch Cellular Inc., Its General
Partner**

By: Karen S. Spiegel
Karen Spiegel, Chairwoman
Board of Supervisors

By: Gina Cacciatore
Gina Cacciatore
Executive Director-Network
Engineering & Operations

Date: OCT 19 2021

Date: 6/28/2021

ATTEST:

Kecia Harper
Clerk of the Board

By: Yanis Priamos
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By: Wesley W. Antfield
Deputy County Counsel

JR:ra/110818/IN085/20.342

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

FOR COUNTY CLERK USE ONLY	
Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.	
10/21/21 Date	JR Initial

NOTICE OF EXEMPTION

September 30, 2021

Project Name: Second Amendment to Communications Site License Agreement with Verizon Wireless, Indio

Project Number: FM0473341008500

Project Location: 47225 Oasis Street, south of Dr. Carreon Boulevard, Indio, California 92201

Description of Project: There is an existing communication facility ground lease between the County of Riverside (County), as Lessor, and Los Angeles SMSA Limited Partnership doing business as Verizon Wireless (Verizon) dated February 1, 2011 and amended by that First Amendment to Communication Site Lease dated February 28, 2013 (collectively the Lease). The Lease relates to the use by Verizon of an 824 square-foot portion of ground space at the County owned property identified by Assessor Parcel Number 614-150-034 (Leased Premises). Verizon utilizes the Leased Premises for the maintenance and operation of an existing Verizon communication facility.

The initial term of the Lease was for five years with an automatic renewal option of one additional five-year term. The final expiration date of the initial term and option is October 31, 2020. Verizon recently approached the County with a request to extend the term by four additional five-year options.

The County is seeking a Second Amendment to the Lease Agreement that will provide Verizon with four options to extend the agreement by five years each, beginning November 1, 2020. The Second Amendment to the Lease Agreement with Verizon 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

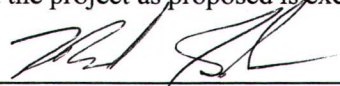
Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

OCT 19 2021 3.9

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 Second Amendment to the Lease 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 Lease 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 Second Amendment to the Lease 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: 9/30/21
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

**Project Name: Second Amendment to License Agreement, Indio Relocation
Communication Site**

Accounting String: 524830-47220-7200400000 - FM0473341008500

DATE: September 30, 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: **Peter Komar, Real Property Agent II, 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: September 30, 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 # FM0473341008500**
Second Amendment to License Agreement with Verizon, Indio Relocation
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