

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



**ITEM: 3.15
(ID # 23275)**

MEETING DATE:

Tuesday, May 21, 2024

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT, REAL ESTATE DIVISION (FM-RE): Approval of the Telecommunications License with Jon D. Robinson and Jaymee L. Robinson, Trustees of the Robinson Trust dated May 24, 2018, La Cresta Communication Site, Ten-Year License, California Environmental Quality Act (CEQA) Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 3. [Total Cost: \$4,000 - 100% County EMD General Fund 10000] (Clerk to File 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 Section 15061(b)(3), “Common Sense” Exemption;
2. Approve the attached Telecommunications License with Jon D. Robinson and Jaymee L. Robinson, Trustees of the Robinson Trust, dated May 24, 2018, and authorize the Chair of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or 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 and the State Clearinghouse within five (5) working days of approval by the Board.

ACTION:


Bruce Barton, EMD Director

5/8/2024


Rose Salgado, Director of Facilities Management

5/9/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, 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 Gutierrez
Nays: None
Absent: None
Date: May 21, 2024
xc: FM-RE, Recorder/State Clearinghouse

Kimberly A. Rector
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	\$4,000	\$0	\$4,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% County EMD General Fund 10000			Budget Adjustment: No	
			For Fiscal Year: 24/25-34/35	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside, a political subdivision of the State of California (County), on behalf of the Riverside County Emergency Management Department (EMD) proposes to enter into a License Agreement with Jon D. Robinson and Jaymee L. Robinson, Trustees of the Robinson Trust, dated May 24, 2018 (Licensor). Licensor is the owner of real estate located at 41225 Calle de Suenos, Murrieta, also identified by Assessor's Parcel Number 930-180-035 (Property).

In an effort to improve public safety radio communication in the La Cresta area, the County located the Property and has collaborated with the proposed Licensor to place equipment within Licensor's property to ensure the improved coverage. Enhanced coverage will be accomplished through the installation of a GMRS Repeater device and antenna in a mutually agreed designated area within the Licensor's Property.

FM-RE negotiated the terms of the attached License Agreement as summarized below.

Location: 41225 Calle de Suenos, Murrieta CA 92562

APN: 930-180-035

Licensor: Jon D. Robinson and Jaymee L. Robinson, Trustees of the Robinson Trust, dated May 24, 2018

Licensee: County of Riverside on behalf of the Emergency Management Department

Term: Ten (10) Years

Options to Renew: Four (4) five (5) year automatic renewals.

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

Rent: Consideration is the equipment provided by the EMD to enhance coverage in the area.

Equipment

Cost: A one-time expense of \$4,000.00 for the cost of the equipment.

Termination: County or Licensor may terminate the Agreement upon thirty (30) days
Rights prior written notice.

This License has been reviewed and approved by County Counsel as to legal form.

California Environmental Quality Act

Pursuant to the California Environmental Quality Act (CEQA), the License was reviewed and determined to be categorically exempt from State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption. The proposed project, the License Agreement, is the extension of letting of property involving existing facilities.

Impact on Residents and Businesses

This License will provide the necessary and improved communication services that the County depends on to serve the local community including residents and businesses.

Additional Fiscal Information

See attached Exhibits A, B, and C. The County of Riverside Emergency Management Department will budget these costs in FY 24/25 through 33/34.


ATTACHMENTS:

- Aerial Map (Exhibit A)
- Premises Map (Exhibit B)
- EMD Equipment (Exhibit C)
- License Agreement
- La Cresta Cost
- Notice of Exemption

SC:sc/04082024/005EM/40.XXX


Aaron Gettis, Chief of Deputy County Counsel 5/15/2024

County of Riverside
Facilities Management
3450 14th Street, Riverside, CA 92501

FOR COUNTY CLERK USE ONLY		
F I L E D / P O S T E D		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202400565 05/22/2024 12:33 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

May 14, 2024

Project Name: La Cresta Communication Site License Agreement with Jon D. Robinson and Jaymee L. Robinson, Trustees of the Robinson Trust, Murrieta

Project Number: FM0412000005

Project Location: 41225 Calle de Suenos, east of Sierra Maria Road Murrieta, California, 92562, Assessor's Parcel Number (APN) 930-180-035

Description of Project: The County of Riverside, a political subdivision of the State of California (County), on behalf of the Riverside County Emergency Management Department (EMD) proposes to enter into a License Agreement with Jon D. Robinson and Jaymee L. Robinson, Trustees of the Robinson Trust, dated May 24, 2018 (Licensor). Licensor is the owner of real estate located at 41225 Calle de Suenos, Murrieta, also identified by Assessor's Parcel Number 930-180-035 (Property).

In an effort to improve public safety radio communication in the La Cresta area, the County located the Property and has collaborated with the proposed Licensor to place equipment within Licensor's property to ensure the improved coverage. Enhanced coverage will be accomplished through the installation of a GMRS Repeater device and antenna in a mutually agreed designated area within the Licensor's Property.

The License Agreement with the Licensor is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving an existing facility; no substantial expansion 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.

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 License Agreement.

Telecommunications License Agreement
LICENSOR: Robinson Trust
LICENSEE: County of Riverside on behalf of the Emergency Management Department
La Cresta Primary Communication Site, Riverside County
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PREAMBLE

This Telecommunications Site License Agreement, hereinafter referred to as the “**Agreement**” dated as of the latter of the signature dates below (the “**Effective Date**”), by and between COUNTY of RIVERSIDE, on behalf of the Riverside County Emergency Management Department, a political subdivision of the State of California, hereinafter referred to as “COUNTY” or “LICENSEE”, and Jon D. Robinson and Jaymee L. Robinson, Trustees of the Robinson Trust, dated May 24, 2018, hereinafter collectively referred to as “LICENSOR”. It is hereby agreed as follows:

1. Recitals

- (a) The LICENSOR is the owner of real estate located at 41225 Calle de Suenos, Murrieta, also identified by Assessor’s Parcel Number 930-180-035 (“Property”) as shown in Exhibit “A”, which is attached hereto and incorporated herein;
- (b) The COUNTY desires the use of equipment space and antenna space located in the network closet on the first floor of the Property, hereinafter the “Premises,” which are more fully depicted on the attached Exhibit “B,” which is incorporated herein by reference;
- (c) The COUNTY and LICENSOR are working together to install a GMRS Repeater device to strengthen radio signals in the La Cresta community (“Project”) which is frequently cut off from radio communications during emergencies due the to the topography of the area; and
- (d) It is in the public interest and the best interest of the COUNTY that a license be granted to COUNTY for use of the Premises on the terms and conditions herein contained, and the license granted to COUNTY will not substantially conflict or interfere with the use of the Premises by the LICENSOR.

2. Term

- (a) The initial term of this Agreement shall be for a period of ten (10) years, commencing on the Effective Date, and expiring at midnight on the last day of the one hundred twentieth (120) month.
- (b) The initial term shall be followed by four (4) five (5) year automatic renewal options, which shall run solely in favor of COUNTY.

3. Consideration

COUNTY and LICENSOR acknowledge that no rent is to be paid for COUNTY’s right to use the Premises, and that the consideration being given by COUNTY is the promise to provide and maintain the radio equipment being used for the Project.

4. Use

LICENSOR hereby grants to COUNTY use of said facilities situated at the Premises, for the purpose of operating electronic communication devices as described in Exhibit “C”, attached hereto and incorporated herein by this reference, and for such other uses or purposes necessarily related thereto.

5. Access to Premises

LICENSOR will maintain control over site access.

6. Inspection of Equipment

COUNTY shall have the right to enter the Premises for the purpose of inspecting or monitoring the radio equipment installed on the Premises and evaluating the obligations of this Agreement and for the purpose of doing any and all things which it is obligated or has a right to do under this Agreement.

7. Equipment Installation & Maintenance

- (a) Licensor is responsible for the installation and maintenance of the radio equipment on the Premises.
- (b) COUNTY is responsible for the replacement, repair, and modernization of the radio equipment on the Premises.
- (c) COUNTY and LICENSOR shall comply with federal, state or local signage requirements.

8. Disposition of COUNTY'S Equipment

- (a) During the term of this Agreement, all wires, equipment, and other personal property placed on the Premises by COUNTY shall remain the property of COUNTY and shall be removed by COUNTY, at its sole cost and expense, within ninety (90) days after expiration or termination of COUNTY'S tenancy.
- (b) Should COUNTY fail to remove said equipment and personal property within ninety (90) days after expiration or termination of the Agreement, LICENSOR may do so at the risk of COUNTY.
- (c) COUNTY may, however, with written consent of the LICENSOR, abandon in place any and all of COUNTY'S equipment and personal property, whereupon, as abandoned, title to said improvements will vest in the LICENSOR.

9. Utilities

LICENSOR shall provide, and pay for, all electrical services, including stand-by emergency.

10. FCC Licenses

LICENSOR shall provide all FCC licenses to the COUNTY'S Emergency Management Division along with its application. LICENSEE shall insure that the license is kept current along with all contact information. COUNTY will provide LICENSOR with contract support for all licensing procedures and requirements.

11. Interference

- (a) Licensor's equipment on the Property shall not disturb or interfere with the Project and County's electronic communication devices, as described in Exhibit "C" under this Agreement, and COUNTY and LICENSOR, in the operation of COUNTY'S equipment, shall comply with all non-interference rules of the Federal Communications Commission (FCC). COUNTY and LICENSOR agree to make no changes to its operating equipment frequencies, without prior written approval of LICENSOR and COUNTY, which approval shall not be unreasonably withheld, delayed or conditioned. It shall not be unreasonable for such approval by LICENSOR to be withheld, delayed or conditioned if such changes will result in interference with the communications equipment and uses which exist on LICENSOR'S Premises on the date of the changes. LICENSOR and COUNTY agree to maintain all its equipment to operate within the manufacturers and FCC specifications.
- (b) The COUNTY will conduct a pre-operational test to determine whether any actual interference will be caused by the operation of COUNTY'S equipment. COUNTY and LICENSOR shall jointly agree on the duration, procedures and success criteria of the test, except that the test duration shall not be longer than twenty-four (24) consecutive hours.

(c) If COUNTY or COUNTY'S equipment causes interference to other FCC licensees, COUNTY shall take all steps necessary to correct or eliminate such interference.

12. Permits, Licenses and Taxes

(a) COUNTY shall secure, at its expense, all necessary permits and licenses as it may be required to obtain, and COUNTY shall pay for all fees and taxes levied or required by any authorized public entity.

(b) If personal property taxes are assessed, COUNTY shall pay any portion of such taxes directly attributable to COUNTY'S equipment. COUNTY acknowledges that this Agreement may create a possessory interest that will subject the property to taxation, and further agrees to pay any such obligation. The COUNTY shall pay all real property taxes, assessments and deferred taxes on the property.

13. Compliance with Laws

COUNTY shall, at COUNTY'S sole cost and expense, comply with the requirements of all local, state and federal statutes, laws, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the Premises and use of the Premises as provided by this Agreement.

14. Binding on Successors

COUNTY, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

15. Severability

The invalidity of any provision in this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

16. Venue

Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

17. Attorneys' Fees

In the event of any litigation between LICENSOR and COUNTY to enforce any of the provisions of this Agreement or any right of either party hereto, each party will pay for their own legal fees.

18. Notices

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

LICENSOR:

Jon Robinson
41225 Calle De Suenos
Murrieta, CA 92562
562-682-0821

COUNTY:

County of Riverside
Facilities Management
Real Estate Division
3450 14th Street, Suite 201
Riverside, California 92501
FM-Leasing@rivco.org
951-955-4820

19. COUNTY's Representative

COUNTY hereby appoints the Director of Facilities Management as its authorized representative to administer this Agreement.

20. Termination by COUNTY

COUNTY may terminate the Agreement upon thirty (30) days prior written notice to LICENSOR.

21. Termination by LICENSOR

LICENSOR may terminate the Agreement upon thirty (30) days prior written notice to COUNTY.

22. Insurance.

LICENSEE will comply with all federal, State, and local laws, ordinances, rules and regulations of the United States Government, the State of California, the County of Riverside, and all agencies thereof which may be applicable to and enforceable against it as a tenant under this License; provided that nothing in this License or any Article herein, shall be construed as a waiver of any sovereign immunity of the LICENSEE.

LICENSEE, in the absence of statutory authority to purchase insurance to cover loss or damage to County of Riverside property or for the liability of Government employees or Contractors, is self-insured and is responsible for any negligent action of its employees acting within the scope of their employment, under the provisions of the Federal Tort Claims Act, 28 U.S.C. 2671 et.Seq.

23. Hold Harmless

LICENSOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability to the extent legally permissible by Government Code Section 14662.5 based or asserted upon any services or act or omission of LICENSOR, its officers, employees, subtenants, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of LICENSOR, its officers, employees, subtenants, agents or representatives Indemnitors from this Agreement except to the extent caused by the negligent or intentional act of the COUNTY. LICENSOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

(a) With respect to any action or claim subject to indemnification herein by LICENSOR, LICENSOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LICENSOR'S indemnification to Indemnitees as set forth herein.

(b) LICENSOR'S obligation hereunder shall be satisfied when LICENSOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

- (c) The specified insurance limits required in this Agreement shall in no way limit or circumscribe LICENSOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.
- (d) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the LICENSOR from indemnifying the Indemnitees to the fullest extent allowed by law.

24. Entire Agreement

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

25. Interpretation of Agreement

The parties hereto negotiated this Agreement at arm's length and with the advice of their respective attorneys, and no provisions contained herein shall be construed against COUNTY solely because it prepared this Agreement in its executed form.

26. Future User's Obligation

In the event LICENSOR permits other parties to use space at the Premises who are not presently occupying such space and such future parties' equipment causes interference with COUNTY'S equipment, LICENSOR shall require such future parties to eliminate such interference at the earliest possible time.

27. Subrogation

The LICENSOR and COUNTY each agree that the COUNTY will be responsible for COUNTY owned equipment located at the Premises and the LICENSOR will be responsible for the LICENSOR owned property of which the Premises is a part and each party hereby waives their right of recovery against the other as a result of any loss or damage to the respective property located at the Premises regardless of the proximate cause of said loss or damage.

28. Essence of Time

Time is of the essence for each and all of the terms and provisions of this Agreement and shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto.

29. Mode of Execution. 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.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date written below.

COUNTY:

COUNTY OF RIVERSIDE, a political subdivision of the State of California

LICENSOR:

Robinson Trust, dated May 24, 2018

By: 
Chuck Washington
Chair, Board of Supervisors

By: 
Jon D. Robinson, Trustee

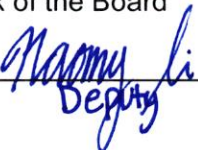
By: 
Jaymee L. Robison, Trustee

EMERGENCY MANAGEMENT DEPARTMENT

By: 
Ramon A. Leon
Deputy Director

ATTEST

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Minh C. Tran
County Counsel


By: 
Ryan Yabko
Deputy County Counsel

Exhibit A

41225 Calle de Suenos, Murrieta, CA 92562



Legend

- Parcels
- County Centerline Names
- County Centerlines
- Blue Line 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.

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Notes

APN 930-180-035

Exhibit B Premises



Legend

- County Boundary
- City Boundaries
- Blueline Streams
- City Areas



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Notes

APN: 930-180-035
Premises is network closet on the first floor which is located in the Licensor's home highlighted in blue.

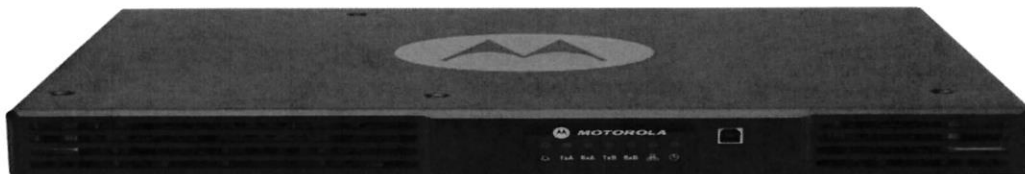
Exhibit C – EMD Equipment

The Motorola MOTOTRBO™ SLR-5700 Repeater provides high performance and high reliability in a sleek form factor with a small footprint and low power consumption for a low cost. Designed to deliver round-the-clock operation at full 50 watts transmit power, the SLR 5700 offers solid reliability for your business communications.

The SLR-5700 is capable of analog, digital and mixed analog/digital mode operation. It is available in VHF and UHF versions with 64 channels. It supports the full MOTOTRBO™ feature set for full compatibility with all MOTOTRBO system architectures. It has features a 7 LED front panel array and a front panel USB port for easy configuration. It also has a built-in 3A battery charger.

The 5700 also includes two RJ-45 ethernet ports and a D-Sub 25-pin accessory connector. The SLR-5700 is designed with a rack mount chassis and will connect to an optional duplexer for full duplex operation.

Includes one Motorola SLR-5700 UHF or VHF repeater, DC power cord, quick start guide and five year manufacturer warranty.



FY 2024/25
La Cresta License Agreement
41225 Calle de Suenos, Murrieta, CA 92562

ESTIMATED AMOUNTS

		FY 24/25
Estimated Equipment Costs		\$ 4,000.00
TOTAL ESTIMATED EQUIPMENT COST FOR FY 2024/25		<u>\$ 4,000.00</u>
F11 Total Cost		\$ 4,000.00
F11 Total County Cost	100%	\$ 4,000.00

Exhibit A

41225 Calle de Suenos, Murrieta, CA 92562



- Legend**
- Parcels
 - County Centerline Names
 - County Centerlines
 - Blueline Streams
 - City Areas



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Notes
APN 930-180-035

Exhibit B

Premises



Legend

- County Boundary
- City Boundaries
- Blueline Streams
- City Areas



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Exhibit C – EMD Equipment

The Motorola MOTOTRBO™ SLR-5700 Repeater provides high performance and high reliability in a sleek form factor with a small footprint and low power consumption for a low cost. Designed to deliver round-the-clock operation at full 50 watts transmit power, the SLR 5700 offers solid reliability for your business communications.

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The 5700 also includes two RJ-45 ethernet ports and a D-Sub 25-pin accessory connector. The SLR-5700 is designed with a rack mount chassis and will connect to an optional duplexer for full duplex operation.

Includes one Motorola SLR-5700 UHF or VHF repeater, DC power cord, quick start guide and five year manufacturer warranty.

