

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



ITEM: 3.27
(ID # 25121)

MEETING DATE:
Tuesday, July 30, 2024

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE): Approval of the First Amendment to License with Michael Collis, as Trustee of the Michael Collis Family Trust located at 21678 Jobs Peak Road, Cedarpines Park, San Bernardino, California. Three Year License Extension, California Environmental Quality Act Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); San Bernardino County District 3. [Total Cost: \$10,301 - 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 First Amendment to License with Michael Collis, as Trustee of the Michael Collis Family Trust, 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 attached Notice of Exemption with the County Clerk and State Clearinghouse within five (5) working days of approval by the Board.

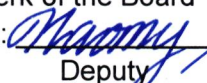
ACTION:Policy


Rose Salgado, Director of Facilities Management 7/10/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez 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: July 30, 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 | \$3,025 | \$3,421 | \$10,301 | \$0 |
| NET COUNTY COST | \$3,025 | \$3,421 | \$10,301 | \$0 |
| SOURCE OF FUNDS: 100% County EMD General Fund 10000 | | | Budget Adjustment: | No |
| | | | For Fiscal Year: 24/25-27/28 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Michael Collis, as Trustee of the Michael Collis Family Trust (“Landlord”) has licensed the subject premises under a Radio Site License agreement with the County of Riverside (“County”) at 21678 Jobs Peak Rd, Cedarpines Park, County of San Bernardino, California since April 8, 2019 (“Original Agreement”).

The premises is used by the County for the purpose of operating and maintaining radio equipment for the Riverside County Emergency Management Department (EMD) to ensure they have proper public safety radio communication coverage in the surrounding area.

The Original Agreement is set to expire on July 31, 2024, and both parties seek to extend the term for an additional three years. This First Amendment to the Original License (First Amendment) sets forth and clarifies an updated term and license fee, as well as termination rights and language.

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

This First Amendment is summarized below:

Licensors: Michael Collis, as Trustee of the Michael Collis Family Trust

Location: 21678 Jobs Peak Rd, Cedarpines Park, County of San Bernardino

Term: Commencing August 1, 2024, and expiring on July 31, 2027

License Fee: Current: \$243.33 per month New: \$275.00 per month

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

Annual Increases: Four (4%) percent annually

Termination: By providing forty-five (45) days written notice

This First Amendment has been approved as to form by County Counsel.

Impact on Residents and Businesses

This First Amendment will provide the continuation of important EMD communication and services to the community and businesses in this region of the County.


ATTACHMENTS:

- First Amendment
- Notice of Exemption
- Aerial
- Financial Exhibits


Stacy Orton 7/18/2024


Aaron Gettis, Chief of Deputy County Counsel 7/15/2024

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

| | | |
|------------------------------------------------------------------------------------|-----|--------|
| FILED / POSTED | | |
| County of Riverside | | |
| Peter Aldana | | |
| Assessor-County Clerk-Recorder | | |
| E-202400817 | | |
| 07/31/2024 09:51 AM Fee: \$ 50.00 | | |
| Page 1 of 2 | | |
| Removed: | By: | Deputy |
|  | | |

NOTICE OF EXEMPTION

May 28, 2024

Project Name: Approval of the First Amendment to License with Michael Collis, as Trustee of the Michael Collis Family Trust located at 21678 Jobs Peak Road, Cedarpines Park, San Bernardino

Project Number: FM0428920000100

Project Location: 21678 Jobs Peak Road, approximately 1.5 miles west of State Highway 138, Cedarpines Park, California, 92322

Description of Project: Michael Collis, as Trustee of the Michael Collis Family Trust has been the Licensor under a Radio Site License agreement with the County of Riverside at 21678 Jobs Peak Rd, Cedarpines Park, County of San Bernardino, California since April 8, 2019 (Original Agreement). The premises is used by the County for the purpose of installing, maintaining, repairing, modernizing, and operating the Equipment for the Riverside County Emergency Management Department to make sure they have proper signal for radio in the surrounding area.

The Original Agreement is set to expire on July 31, 2024, and both parties found it to be mutually desired to extend the term an additional three years. This First Amendment to the Original Agreement sets forth and clarifies an updated term, license fee, as well as the termination rights by both Licensor and Licensee. The First Amendment to the License Agreement is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no substantial 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

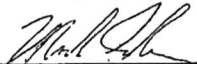
Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

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 three-year extension of term for the License Agreement.

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- **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 the continued use of an existing communication site with the same tenant. The project will not substantially 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 extension of term for 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: 5-28-2024
Mike Sullivan,
County of Riverside, Facilities Management

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FIRST AMENDMENT TO LICENSE

21678 Jobs Peak Road, Cedarpines Park, San Bernardino, California

This FIRST AMENDMENT to Lease (“First Amendment”), dated as of July 30, 2024, is entered by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California (“County” or “Licensee”), and **MICHAEL COLLIS, AS TRUSTEE OF THE MICHAEL COLLIS FAMILY TRUST** (“Michael Collis” or “Licensor”) and, sometimes collectively referred to as the Parties.

RECITALS

A. Michael Collis and County entered into that certain License Agreement dated April 8, 2019, (“Original License”) pertaining to the premises located at 21678 Jobs Peak Road, Cedarpines Park, San Bernardino, California as more particularly described in the Lease.

B. The Original Lease, together with subsequent Amendments, are collectively referred to as the “Lease.”

C. The Parties now desire to amend the Lease by extending the term, modifying the license fee, and modifying the provisions for termination by Licensor and Licensee

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Term. Section 2. of the Original Lease is hereby amended by the following: The term of this Lease shall be extended for a period of three (3) years, effective August 1, 2024, and expiring on July 31, 2027 (“Extended Term”).

2. License Fee. Section 3.A of the Original Lease is hereby amended by the following: The County shall pay the sum of Two Hundred and Seventy-Five (\$275) per month to Licensor as the license fee for use of the premises (“License Fee”). The License fee shall be due and payable in advance on the first day of each calendar month during the Term by direct deposit or by check to Michael Collis, as trustee of the Michael Collis

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1 Family Trust. The License Fee is based on the equipment listed on Exhibit B to the
2 Original Lease. During the term of this Agreement, the License Fee shall be increased
3 on each anniversary of the Commencement Date of the Extended Term by an amount
4 equal to 4% of such License Fee.

5 **3. Termination by Licensee.** Section 9.B of the Original Lease is hereby
6 amended by the following: Licensee shall have the option to terminate this Agreement,
7 at any time, by giving written notice to the Licensor a minimum of forty-five (45) days
8 prior to the date when such termination shall become effective.

9 **4. Termination by Licensor.** Section 10 of the Original Lease is hereby
10 amended by the following: Licensor shall have the option to terminate this Agreement,
11 at any time, by giving written notice to the Licensee a minimum of forty-five (45) days
12 prior to the date when such termination shall become effective.

13 **5. First Amendment to Prevail.** The provisions of this First Amendment shall
14 prevail over any inconsistency of conflicting provisions of the Lease, as heretofore
15 amended, and shall supplement the remaining provisions thereof.

16 **6. Miscellaneous.** Except as amended or modified herein, all the terms of
17 the Original Lease shall remain in full force and effect and shall apply with the same force
18 and effect. Time is of the essence in this Amendment and the Lease and each and all
19 of their respective provisions. Subject to the provisions of the Lease as to assignment,
20 the agreements, conditions, and provisions herein contained shall apply to and bind the
21 heirs, executors, administrators, successors and assigns of the parties hereto. If any
22 provisions of this Amendment or the Lease shall be determined to be illegal or
23 unenforceable, such determination shall not affect any other provision of the Lease and
24 all such other provisions shall remain in full force and effect. The language in all parts
25 of the Lease shall be construed according to its normal and usual meaning and not
26 strictly for or against either Lessor or Lessee. Neither this Amendment, nor the Original
27 Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded
28 by Lessee.


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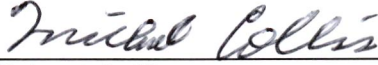
7. **Effective Date.** This First Amendment to Lease shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the date first written above.

LICENSEE:
COUNTY OF RIVERSIDE,
A political subdivision of the
State of California

LICENSOR
MICHAEL COLLIS, TRUSTEE OF THE MICHAEL
COLLIS FAMILY TRUST

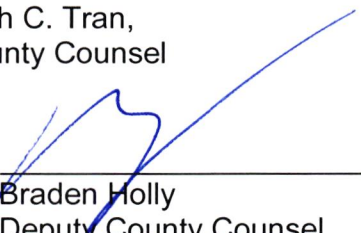
By: 
Chairman **CHUCK WASHINGTON**
Board of Supervisors

By: 
Michael Collis

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran,
County Counsel

By: 
Braden Holly
Deputy County Counsel

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Aerial Image

21678 Jobs Peak Road, Cedarpines Park, CA



Exhibit A

FY 2024/25

Jobs Peak Radio Site License Contract

21678 Jobs Peak Rd, Cedarpines Park, San Bernardino

ESTIMATED AMOUNTS

| | | FY 2024/25 | |
|--------------------------------------------------|----------------|-------------------|-----------------|
| Lease Cost per Month (Jul) | | \$ | - |
| Lease Cost per Month (Aug-Jun) | | \$ | 275.00 |
| Total Lease Cost (Jul) | | \$ | - |
| Total Lease Cost (Aug-Jun) | | \$ | 3,025.00 |
| Total Estimated Lease Cost for FY 2024/25 | | \$ | 3,025.00 |
| | | | |
| FM Lease Management Fee as of 07/01/2024 | 4.84% | \$ | - |
| | | | |
| TOTAL ESTIMATED COST FOR FY 2024/25 | | \$ | 3,025.00 |
| | | | |
| TOTAL COUNTY COST | 100.00% | \$ | 3,025.00 |

Exhibit B

FY 2025/26

Jobs Peak Radio Site License Contract

21678 Jobs Peak Rd, Cedarpines Park, San Bernardino

ESTIMATED AMOUNTS

| | | FY 2024/25 |
|--------------------------------------------------|----------------|--------------------|
| Lease Cost per Month (Jul) | | \$ 275.00 |
| Lease Cost per Month (Aug-Jun) | | \$ 286.00 |
| Total Lease Cost (Jul) | | \$ 275.00 |
| Total Lease Cost (Aug-Jun) | | \$ 3,146.00 |
| Total Estimated Lease Cost for FY 2025/26 | | \$ 3,421.00 |
| | | |
| FM Lease Management Fee as of 07/01/2024 | 4.84% | \$ - |
| | | |
| TOTAL ESTIMATED COST FOR FY 2025/26 | | \$ 3,421.00 |
| | | |
| TOTAL COUNTY COST | 100.00% | \$ 3,421.00 |

Exhibit C

FY 2026/27- FY 2027/28
Jobs Peak Radio Site License Contract
21678 Jobs Peak Rd, Cedarpines Park, San Bernardino

ESTIMATED AMOUNTS

| | | FY 2026/27 | | FY 2027/28 |
|--------------------------------------------------------------|-------|---------------------|-----------|---------------|
| Lease Cost per Month (Jul) | | \$ 286.00 | \$ | 297.44 |
| Lease Cost per Month (Aug-Jun) | | \$ 297.44 | \$ | 309.34 |
| | | | | |
| Total Lease Cost (Jul) | | \$ 286.00 | \$ | 297.44 |
| Total Lease Cost (Aug-Jun) | | \$ 3,271.84 | \$ | - |
| Total Estimated Lease Cost for FY 2026/27- FY 2027/28 | | \$ 3,557.84 | \$ | 297.44 |
| | | | | |
| FM Lease Management Fee as of 07/01/2024 | 4.84% | \$ - | \$ | - |
| | | | | |
| TOTAL ESTIMATED COST FOR FY 2026/27- FY 2027/28 | | \$ 3,557.84 | \$ | 297.44 |
| | | | | |
| F11 Total Cost | | \$ 10,301.28 | | |
| F11 Total County Cost | | \$ 10,301.28 | | |