

FORM APPROVED COUNTY COUNSEL
 BY: Synthia M. Gunzel 12-7-11
 DATE: _____
 SYNTHIA M. GUNZEL
 COUNTY CLERK

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

408



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
 December 28, 2011

SUBJECT: Public Safety Enterprise Communications Project License Agreement, Spring Hill

RECOMMENDED MOTION: That the Board of Supervisors ratify the attached License for the Spring Hill Public Safety Enterprise Communications site and authorize the Chairman of the Board to execute the same on behalf of the County.

BACKGROUND:

The Public Safety Enterprise Communications (PSEC) project utilizes long term ground leases and/or tower licenses in situations where it isn't practical to purchase the small land parcel required for a wireless communication site. The Spring Hill PSEC in the Chocolate Mountains is such a case. The proposed site uses existing facilities recently constructed by the US Navy under a land grant from the US Department of the Interior, Bureau of Land Management to cover portions of southeastern Riverside County.

[Handwritten Signature]

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *[Handwritten Signature]*
 Jennifer L. Sargent

County Executive Office Signature

Dept't Recomm.: Consent
 Per Exec. Ofc.: Consent
 Policy
 Policy

By: *[Handwritten Signature]*
 Dean Deines, Interim Assistant CIO
 Riverside County Information Technology

Prev. Agn. Ref.:

District: 4

Agenda Number:

3.31

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

The License is summarized below:

Location: Located in southeastern Riverside County
Licensor: United States of America, Department of the Navy
Size: Not applicable, we are licensed to install radio equipment
Term: Five years commencing on December 1, 2011
Rent: None
Rent Adjustments: Not applicable
Utilities: Provided by Licensor
Road
Maintenance: By County, costs indeterminate


The attached License Agreement has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

There are no costs associated with this document.

Attachment:

License

LICENSE FOR NONFEDERAL USE OF REAL PROPERTY NAVFAC 11011/29 (6-75) (Supersedes NavDocks 2260)			LICENSE NUMBER N62473-10-RP-00185	
THIS LICENSE TO USE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF AND ANY SPECIAL CONDITIONS ATTACHED HERETO. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL AND/OR SPECIAL PROVISIONS.				
1. NAVAL ACTIVITY (Property Location) Marine Corps Air Station, Yuma (Station)			2. DATES COVERED (Inclusive) FROM: 1 DEC 2011 TO: 30 NOV 2016	
3. DESCRIPTION OF PROPERTY (Include room and building number where appropriate) Rack and antenna space in the NAVSEA Spring Hill Communication Facility located near R-2507 (CMAGR), more specifically described in exhibit "A" Site Plan attached hereto and by this reference made a part hereof. Licensee will also have access and use of the main road to the Spring Hill Communication Facility as described in exhibit "A."				
4. PURPOSE OF LICENSE To install, operate, and maintain electronic communication equipment. The Licensee agrees to construct and maintain access road as described in MOA signed by both parties, attached and made part of this license agreement.				
5. LICENSOR UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY			5a. LOCAL REPRESENTATIVE (Name and address) COMMANDER, SOUTHWEST DIVISION, NAVAL FACILITIES ENGINEERING COMMAND (REAL ESTATE) 1220 PACIFIC HIGHWAY, SAN DIEGO, CA 92132-5190	
6. LICENSEE (Name and address) COUNTY OF RIVERSIDE, Economic Development Agency ATTN: James Force Tel: 951-955-4820 3403 10 th Street, Suite 500 Riverside, CA 92501			6a. LOCAL REPRESENTATIVE (Name and address) MCAS Yuma CPLO: Attn Mary Ellen Finch (928) 269-3637 MCAS Yuma, Building 980, Box 99106 Yuma, AZ 85369-9106	
7. CASH PAYMENT BY LICENSEE (Payable in advance) (If no cash payment is required, enter "None" under item 7a "Amount")				
a. AMOUNT (Each Payment) See MOA, Intangible Benefits	b. FREQUENCY	c. FIRST DUE DATE	d. TO (Local Government representative)	
8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in ARREARS) (If no cash payment is required enter "None" under item 8a "Amount")				
a. AMOUNT (Each Payment) See MOA	FREQUENCY PAYMENT DUE	c. FIRST DUE DATE	d. TO (Mailing Address) COMMANDER, SW DIV NAVFAC (CODE REAL ESTATE) 1220 PACIFIC HIGHWAY SAN DIEGO, CA 92132-5179	
9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE (If any or all insurance requirements have been waived, enter "None" in a, b, c, or d as appropriate)				
TYPE		MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
a. FIRE AND EXTENDED COVERAGE		Self insured, see cert	c. THIRD PARTY PERSONAL INJURY PER PERSON	Self insured, see cert
b. THIRD PARTY PROPERTY DAMAGE		Self insured, see cert	c. THIRD PARTY PERSONAL INJURY PER ACCIDENT	Self insured, see cert
10. GENERAL PROVISIONS Licensee and its contractors shall contact MCAS Yuma at least 7 days prior to any work authorized under this license.				
II. EXECUTION OF LICENSE				
FOR	NAME, POSITION, AND TITLE	SIGNATURE		DATE
DEPARTMENT OF THE NAVY	Christopher E. Haskett, RECO			
LICENSEE	John Tavaglione, Chairman Board of Supervisors			

FORM APPROVED COUNTY COUNSEL
 BY: Synthia M. Gunzel 12-7-11
 SYNTHIA M. GUNZEL DATE

10. GENERAL PROVISIONS

- a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.
- b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.
- c. The use shall be limited to the purposes specified herein.
- d. This License shall be neither assignable nor transferable by the Licensee, except as provided in Special Provision 2 of this License.
- e. If utilities and services are furnished to the Licensee for its use of the premises, the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations (See Special Provision 6 of this License for specific requirements).
- f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor, this obligation shall include, but not be limited to, contribution toward the expense of long term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long term maintenance did not accrue in its entirety during Licensee's use.
- g. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation, or repair, the Licensee shall pay to the Licensor, its proportionate share, on demand.
- h. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterment, and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.
- i. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:
"LOSS, IF ANY, UNDER THIS POLICY SHALL BE ADJUSTED WITH (NAME AND LICENSEE) AND THE PROCEEDS, AT THE DIRECTION OF THE GOVERNMENT, SHALL BE PAYABLE TO (NAME OF LICENSEE), AND PROCEEDS NOT PAID TO (NAME OF LICENSEE) SHALL BE PAYABLE TO THE TREASURER OF THE UNITED STATES OF AMERICA."
In the event that any item or part of the premises or facilities shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed under this paragraph, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding, or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding, or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.
- j. Interest: Notwithstanding any other provision of this License, unless paid within thirty (30) days, any amounts that become payable by the LICENSEE to the GOVERNMENT under this contract (net of any applicable tax credit under the internal Revenue Code) shall bear interest from the date due until paid and shall be subject to adjustments as provided in the Federal Acquisition Regulations, as in effect on the date of this License. The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury pursuant to Public Law 95-563, the Contracts Disputes Act of 1978, which is applicable to the period in which the amount becomes due as herein provided. Amounts shall be due upon the earliest one of (a) the date fixed pursuant to this contract; (b) the date of the first written demand for payment, consistent with this License, including demand consequent upon default termination; or (c) the date of transmittal by the GOVERNMENT to the LICENSEE of proposed supplemental agreement to confirm completed negotiations fixing the amount. The interest charge made under this clause may be reduced under the procedures prescribed in 32.614 of the Federal Acquisition Regulations in effect on the date of this contract.
- k. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee. Licensee shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

*(a) The insurer waives any right of subrogation against the United States of America that might arise by reason of any payment made under this policy. (b) The Commanding Officer, Southwest Division, Naval Facilities Engineering Command, San Diego, California, shall be given thirty (30) days written notice prior to making at or from the premises licensed from the United States. (d) This insurance certificate is for use of facilities at item #1."

l. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.

m. No member of or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

n. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through *bona fide* established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

o. In connection with the performance of work under this License the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

p. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.

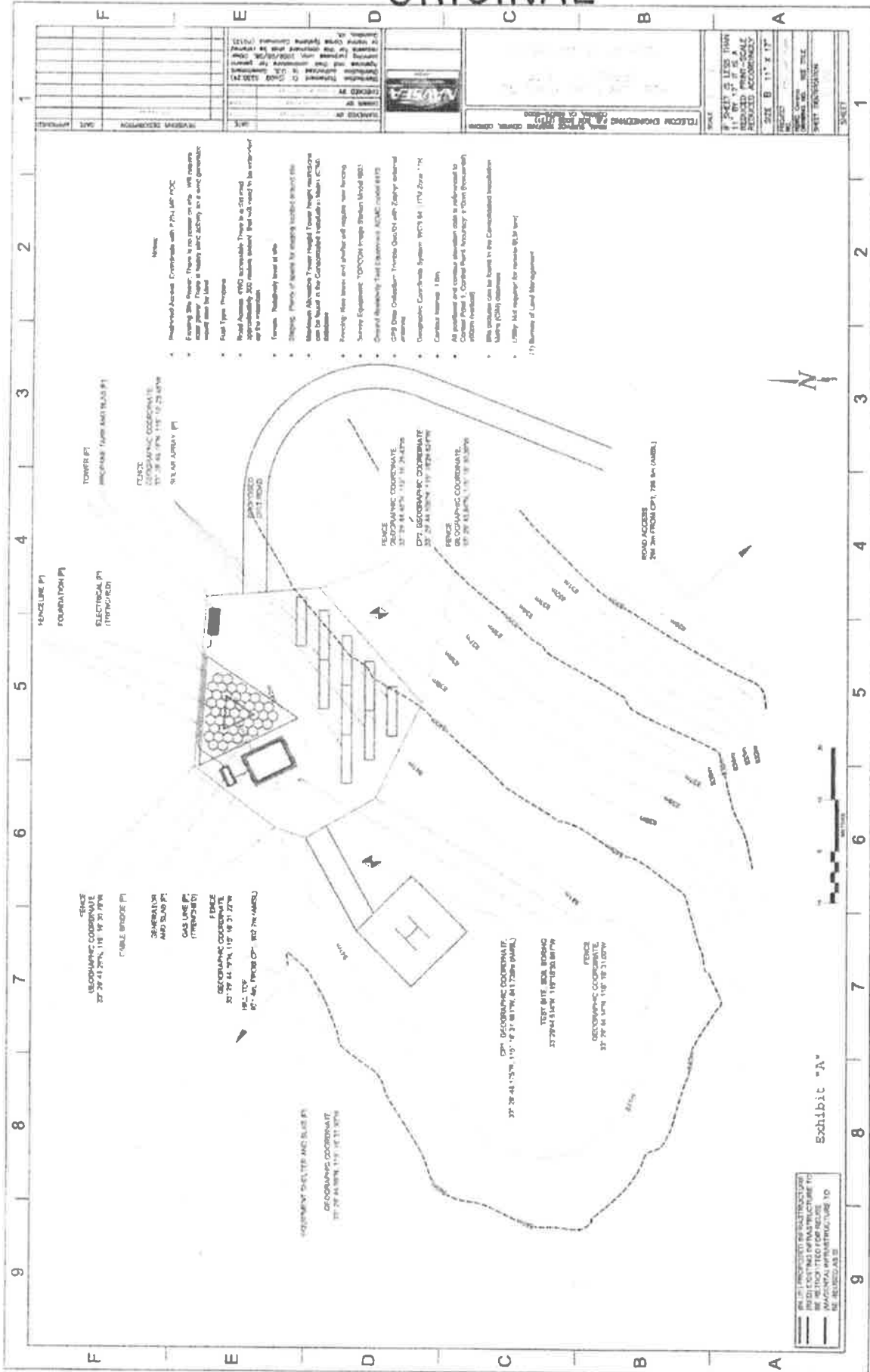


EXHIBIT "A"

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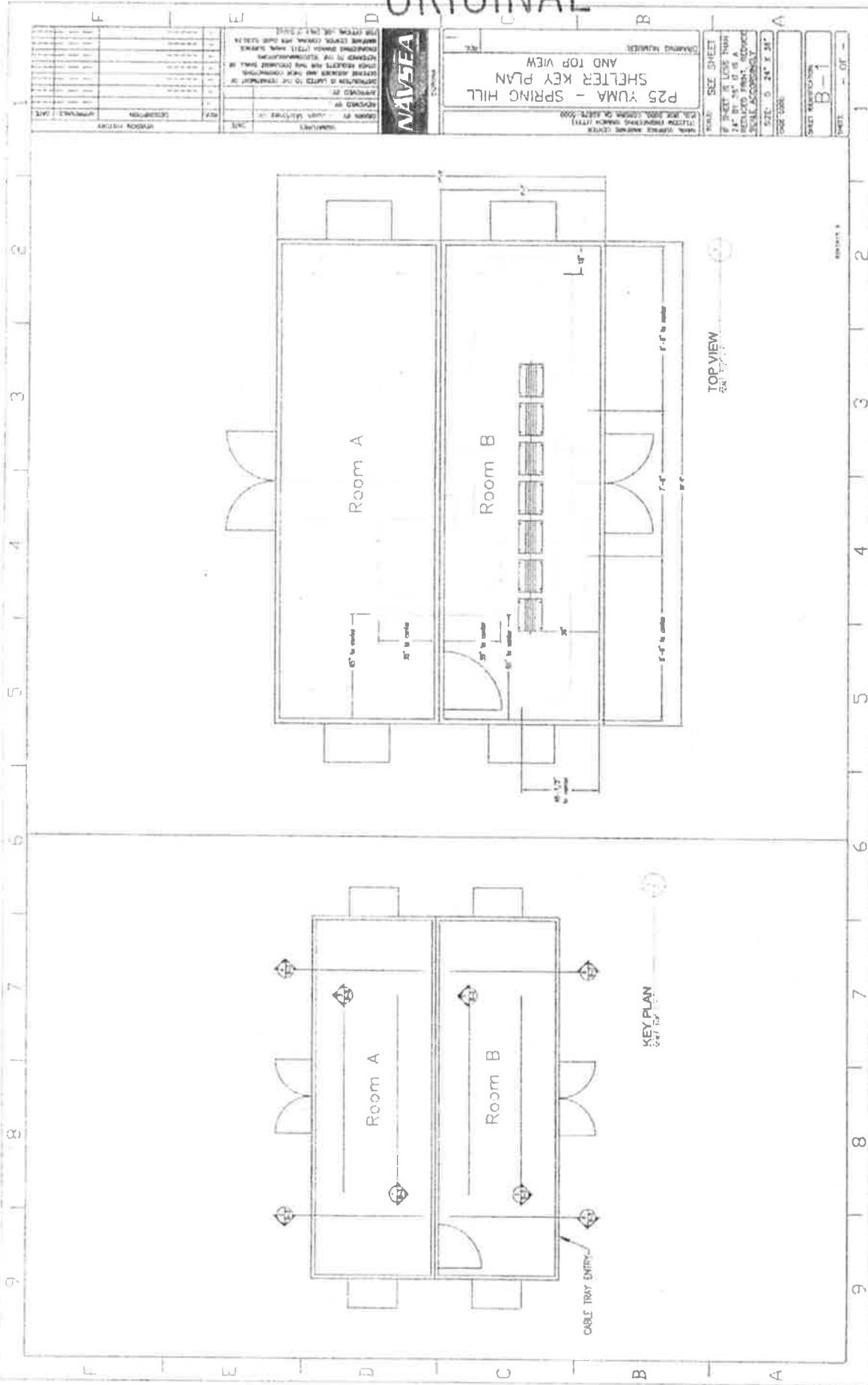
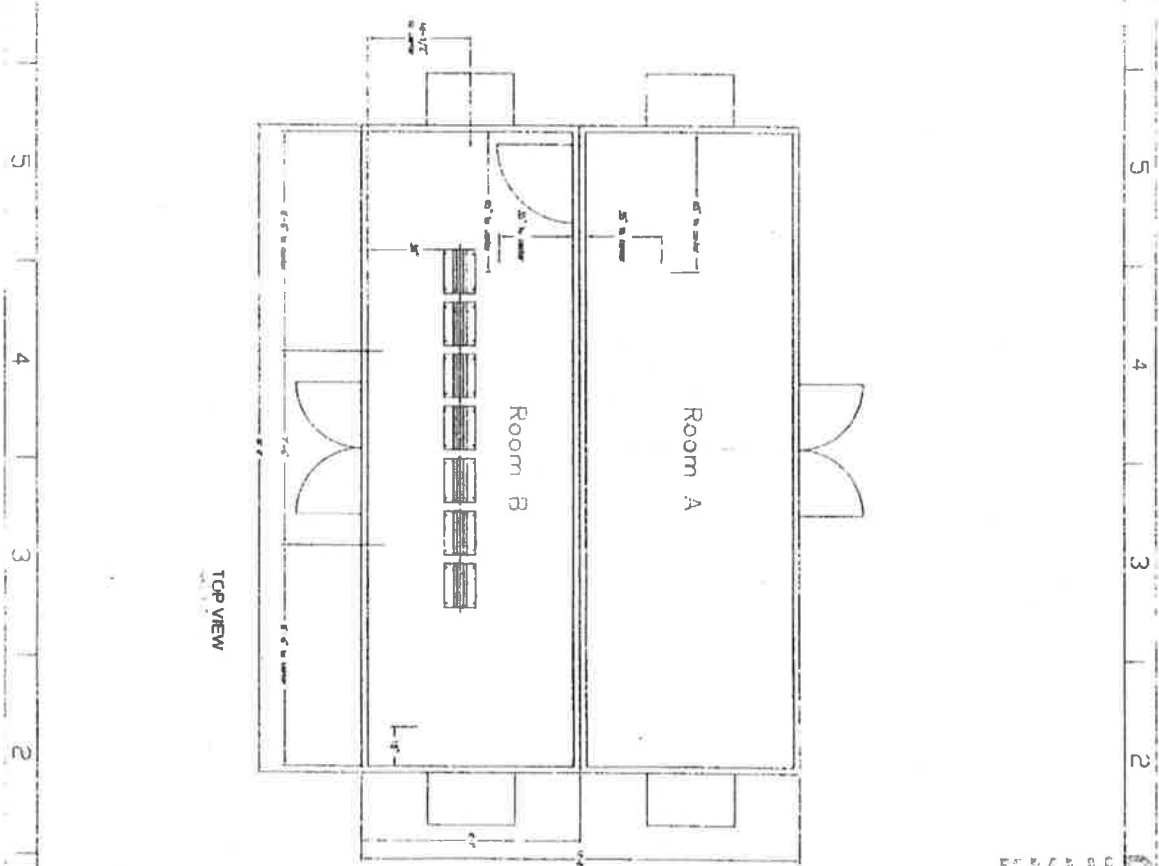
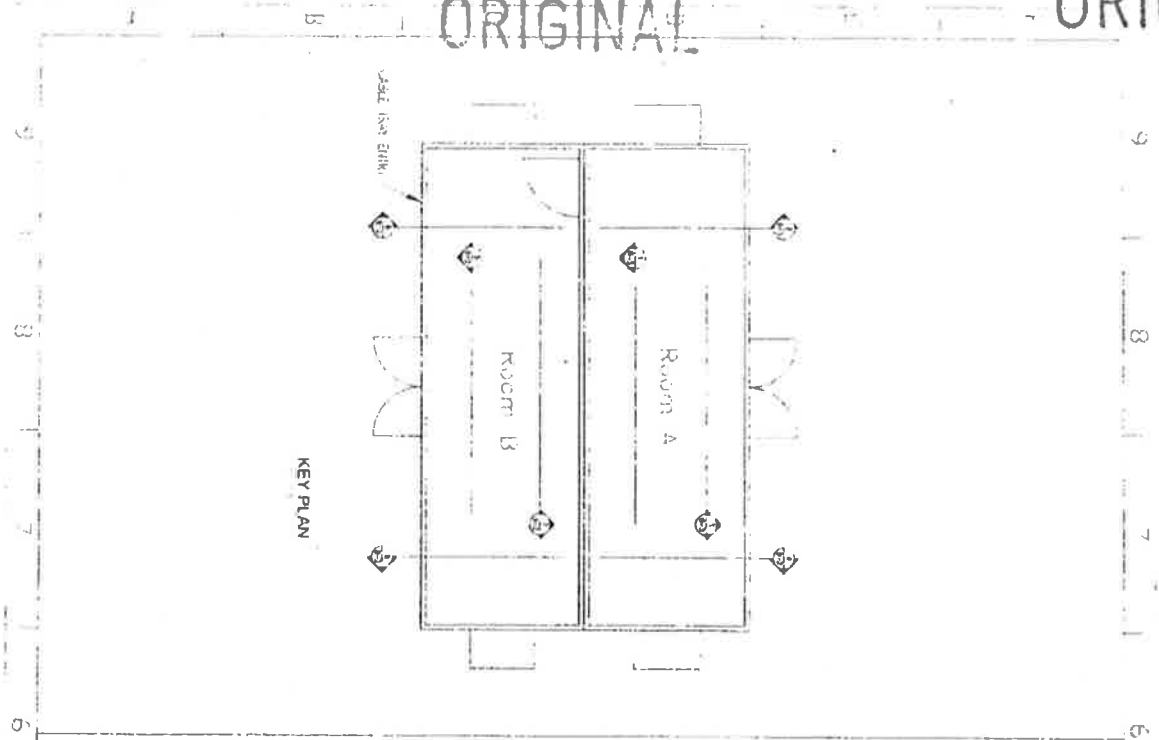


EXHIBIT "A"

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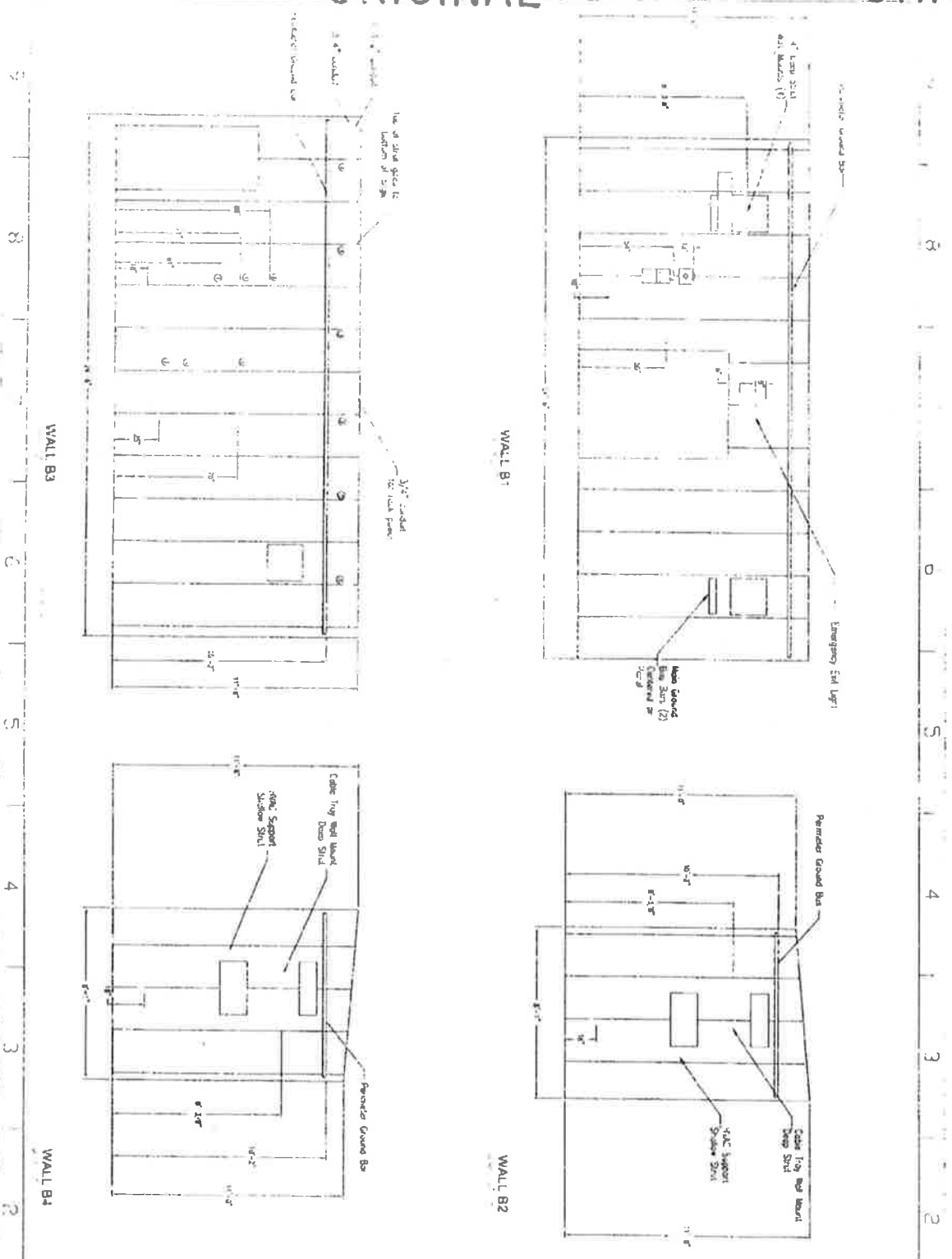


DRAWN BY: John Marlow Jr. CHECKED BY: APPROVED BY: DISTRIBUTION IS LIMITED TO THE DEPARTMENT OF OTHER AGENCIES AND THEIR CONTRACTORS. RETURNED TO THE TELECOMMUNICATIONS ENGINEERING BRANCH (P25) CIVIL SERVICE BUREAU CENTER, CORONA, CALIF. 92620 TOP SHEET USE ONLY (2-8770)		SIGNATURES DATE REVIEWED BY DATE	
P25 YUMA - SPRING HILL SHELTER KEY PLAN AND TOP VIEW DRAWING NUMBER		DESIGN HISTORY PERC. DESCRIPTION APPROVALS DATE	

ENCLOSURE (1) of 1

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DATE	DESCRIPTION
05-08-58	ISSUED FOR CONSTRUCTION
05-08-58	ISSUED FOR CONSTRUCTION

P25 YUMA - SPRING HILL
 SHELTER SECTIONS VIEW
 ROOM B
 DRAWING NUMBER: 05-08-58
 SCALE: SEE SECTIONS
 P. 3 OF 5 SHEETS TOTAL
 DESIGNED BY: J. M. MARINEZ
 CHECKED BY: J. M. MARINEZ
 DATE: 05-08-58

NAVSEA
 NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
 DRAWN BY: J. M. MARINEZ
 REVIEWED BY:
 APPROVED BY:
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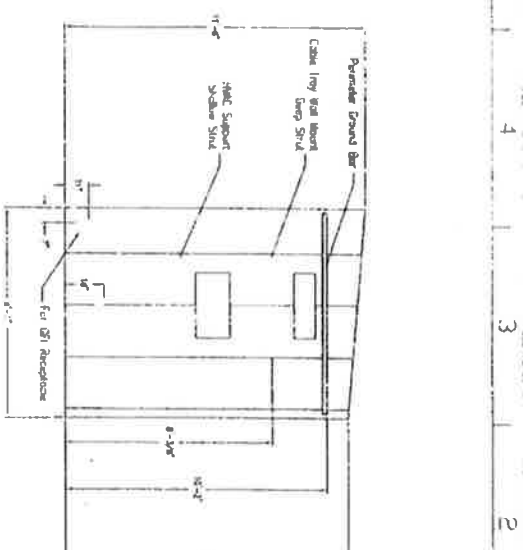
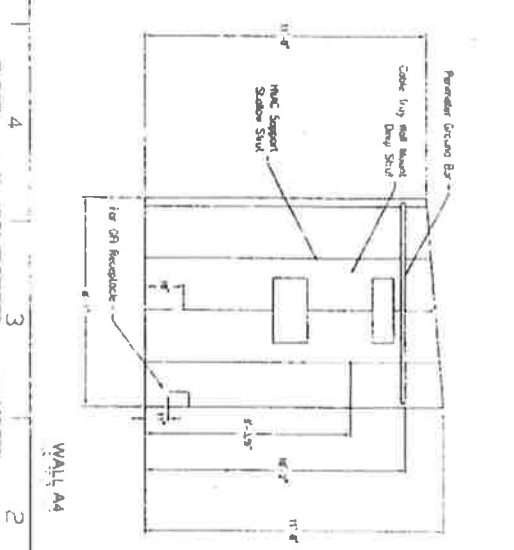
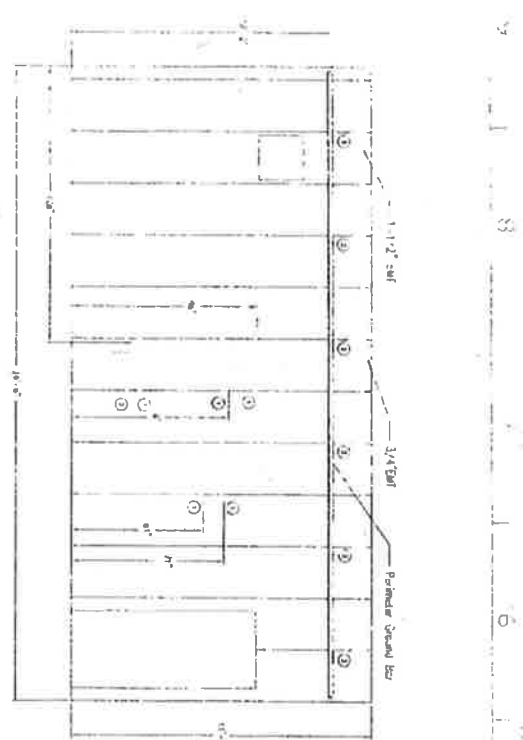
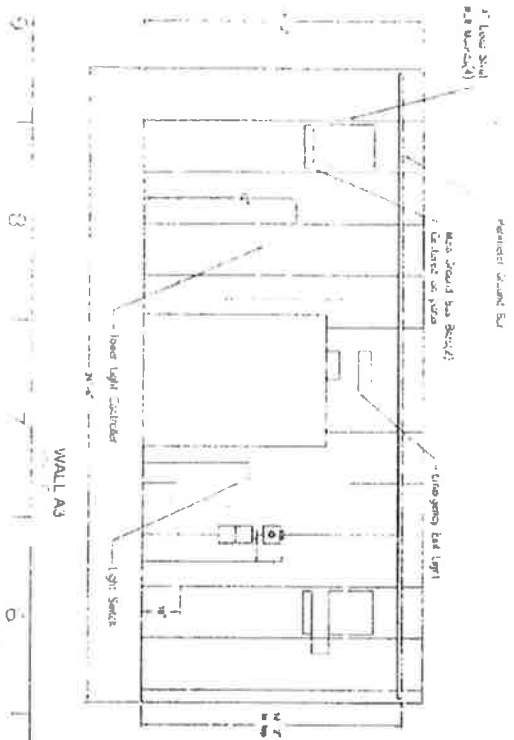
REVISION HISTORY	APPROVALS	DATE

EXHIBIT 'D'

ENCLOSURE (1)

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NAVAL SURFACE WARFARE CENTER
 TELECOM ENGINEERING BRANCH (E111)
 P.O. BOX 5005, CORONA, CA 92624-5005
**P25 YUMA - SPRING HILL
 SHELTER SECTIONS VIEW
 ROOM A**
 DRAWING NUMBER:



DRAWING BY: JOHN MATHIAS JR.
 REVIEWED BY:
 APPROVED BY:
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 ENGINEERING BRANCH (E111) NAVAL SURFACE
 WARFARE CENTER, CORONA, PER ENVD 0250-3
 FOR SPECIAL USE ONLY (P. 2-110)

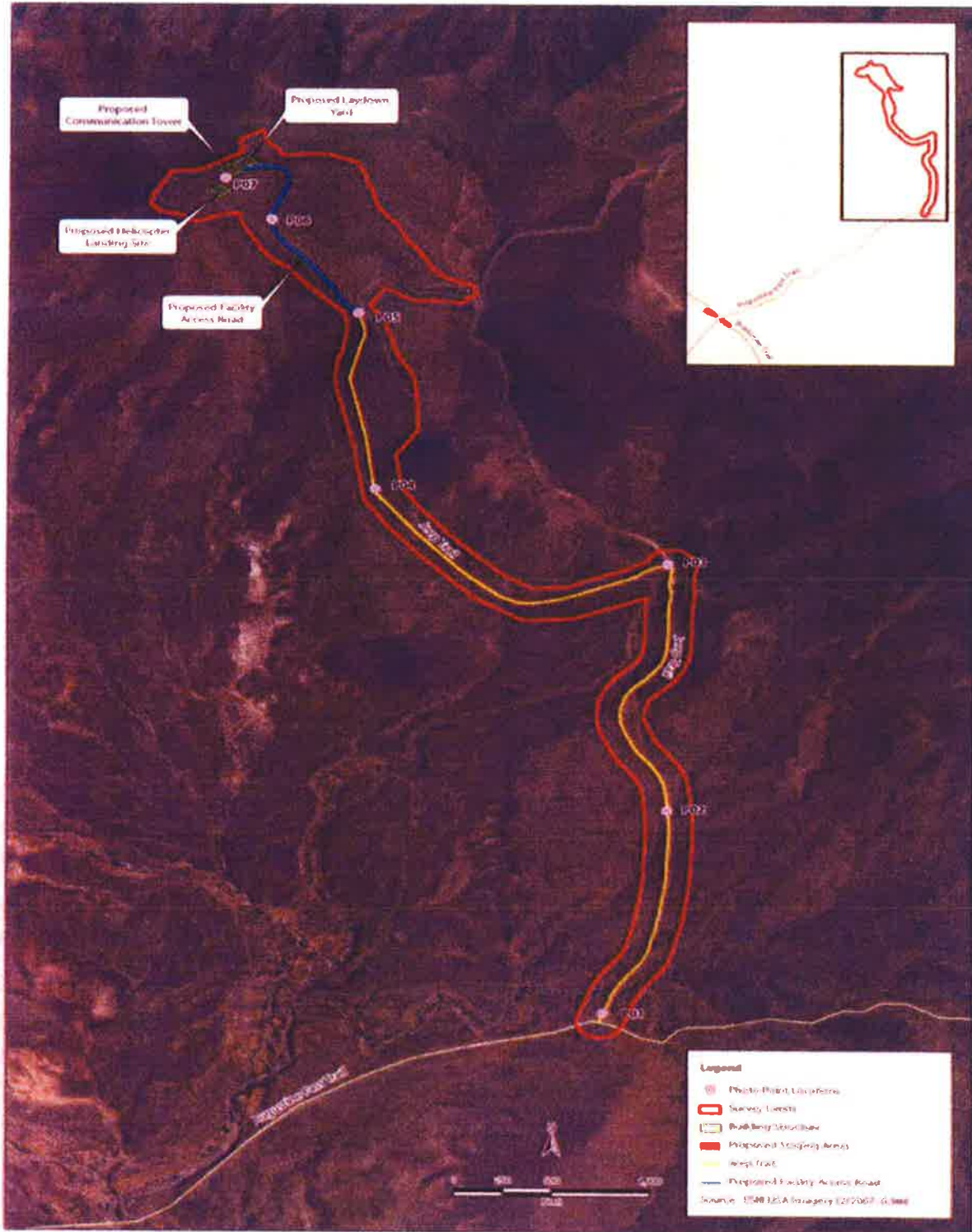
REVISION HISTORY	
NO.	DESCRIPTION

EXHIBIT "D"

ENCLOSURE (1) P. 3-

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Enclosure (2)

EXHIBIT "D"

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M62974RP11P02

Exhibit "B" Special Provisions

Definition

The following definitions shall apply to this license:

"Hazardous Materials" means any substance:

- a) the presence of which requires investigation or remediation under any applicable federal, state or local statute, regulation, ordinance, order, action, policy or custom, law or
- b) which is or becomes defined as a "hazardous waste," or hazardous substance," pursuant to any federal, state or local statute, regulation, rule or ordinance now or hereafter in effect, including the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. § 9601 et seq.) and/or the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6901 et seq.); ~~and/or the California Health & Safety Code § 25106 et seq.~~
- c) which is toxic, reactive, explosive, corrosive, ignitable, flammable, infectious, radioactive, carcinogenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the ~~State of California~~ or any political subdivision thereof; or
- d) which contains gasoline, diesel fuel or any other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation.

"Environmental Requirements" mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans or authorizations and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, release or threatened release of Hazardous Materials, chemical substances, pollutants, contaminants or hazardous or toxic substances, materials or wastes.

"Environmental Damages" mean all claims, judgments, damages, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, whether or not such claim is defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including with limitation reasonable attorneys' fees and consultants' fees, any of which are incurred at any time as a result of (i) the existence of Hazardous Materials (A) upon or beneath the Licensed Premises or (B) migrating or threatening to migrate from the Licensed Premises, or (ii) a violation of Environmental Requirements pertaining to the Licensed Premises, and including damages to personal injury or injury to property or natural resources occurring upon or off of the Licensed Premises and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements including the performance of any cleanup, remediation, removal, response, abatement or monitoring work required by any federal, state or local government agency.

Covenants and Requirements

1. Licensee shall be solely responsible for obtaining, at its sole cost and expense, any and all environmental permits or approvals required for its operations under the license, independent of any existing federal, state, and/or local permits held by the Department of the Navy.

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MC2974RF11P02

2. Licensee and its officers, employees, agents, and contractors shall comply with all Environmental Requirements including but not limited to all applicable federal, state and local environmental, hazardous material, and occupational safety and health laws, regulations and ordinances that are or may become applicable to licensee's activities on the licensed premises. Licensee shall be solely responsible for any and all Environmental Damages,

3. arising fines, penalties, and enforcement actions instituted in connection with licensee's use, or otherwise imputed to licensee by law through others' use or occupancy, of the Licensed Premises.

4. Licensee covenants that it shall not cause any Hazardous Material to be brought upon, threatened, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Licensed Premises except as specifically approved by the Secretary of the Navy in accordance with 10 U.S.C. 51692. If such approval is obtained, Licensee shall strictly comply with the Environmental Requirements, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901 et seq., and ~~any other applicable Federal, State, and local laws and regulations governing use, storage, and release reporting of hazardous materials on the property and the management/disposal of hazardous materials and hazardous waste.~~ Except as specifically authorized by the Government in writing, licensee must provide at its own expense for such hazardous waste management complying with all laws and regulations. Government hazardous waste management facilities will not be available to licensee. Nor shall licensee permit its hazardous or solid wastes or other materials to be commingled with waste of the Department of the Navy. Any violation of the requirements of this condition shall be deemed a material breach of this license.

5. If any Hazardous Material is brought upon, threatened, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Licensed Premises or any portion thereof in violation of subsections 2 and 3 above or is in existence in, on or under the Licensed Premises, licensee shall, at the direction of the Government or any federal, state or local authority, remove or remediate such Hazardous Material and/or otherwise comply with the regulations or orders of such authority to ensure compliance with all Environmental Requirements.

6. Licensee releases, remits, and forever discharges the Government, its officers, agents and employees of and from any and all claims, causes of action, injuries, damages, and demands whatsoever in law or in equity arising out of, or connected with, licensee's use or otherwise imputed to licensee by law through others' use or occupancy of the Licensed Premises. Licensee agrees to indemnify, defend, and hold harmless the United States against all fines, claims, damages, law suits, judgments, and expenses arising out of such use and/or occupancy of the Licensed Premises and not resulting from the negligence or willful intent or misconduct of Government, its officers, agents, and/or employees.

7. Any agency of the United States, its officers, agents, employees, and contractors, may enter upon the Licensed Premises, at all reasonable times for any purposes including, but not limited to, purposes of inspection. The Government normally will give the licensee twenty-four (24) hours prior notice of its intention to enter the Licensed Premises, unless it determines earlier entry is required for safety, environmental, operations, or security purposes. The licensee shall have no claim against the United States or any officer, agent, employee or contractor therefor, on account of any such entries. The Government's right of inspection shall be without prejudice to the right of duly constituted enforcement officials to make inspections. This right of government access shall also include the right to conduct any environmental response actions the Government deems necessary.

DUPLICATE ORIGINAL

UNITED STATES MARINE CORPS
MARINE CORPS AIR STATION YUMA
COMMANDING OFFICER (85369-9100)
YUMA, ARIZONA
COUNTY OF RIVERSIDE (92501)
RIVERSIDE, CA

CP&L
2800

08 NOV 2010

MEMORANDUM OF AGREEMENT
BETWEEN
COMMANDING OFFICER, MARINE CORPS AIR STATION, YUMA, ARIZONA
AND
COUNTY OF RIVERSIDE, CALIFORNIA

Subj: SPRING HILL COMMUNICATION SHELTER

Ref: (a) Environmental Assessment of Sept 09

Encl: (1) Riverside County Assigned space (Draft)
(2) Map of Spring Hill Communication Site

1. Purpose. The purpose of this Memorandum of Agreement (MOA) is to document and identify the responsibilities and operational guidelines of support between the County of Riverside, hereafter referred to as Riverside County, and Marine Corps Air Station, Yuma, Arizona, hereafter referred to as MCAS Yuma, in the occupation of a communication shelter located at Spring Hill, California.

2. Background

a. Both MCASY and Riverside County will benefit from improved communication coverage within the Chocolate Mountain Aerial Gunnery Range (CMAGR). Communications within CMAGR have been hindered due to limited coverage which is affecting the safety of personnel and aircraft. The Spring Hill Communication Facility, located adjacent to R-2507, has been identified as a key location for a communication tower site to improve communications coverage for aircraft (including low-altitude aircraft) and ground vehicles in those portions of R-2507 east of the Chocolate Mountains. MCAS Yuma will be responsible for constructing the communication site at Spring Hill (33° 29' 42.95N, 115° 16' 33.19W) and will maintain sole ownership of the structure to include the communication shelter, tower, solar panels, generator, and propane tank. Riverside County has agreed to construct and maintain the access roads leading from Bradshaw Trail to the tower site.

b. Pending action includes a real estate license which shall be issued by Naval Facilities Engineering Command to Riverside County upon construction completion granting them permission to co-occupy the communication facility at Spring Hill, California for 5 years.

Subj: SPRING HILL COMMUNICATION SHELTER

3. Responsibilities. In support of this agreement, it is understood that:

a. MCAS Yuma shall:

(1) Per draft enclosure 1 and enclosure 2 allocate Riverside County space within the communication shelter located within the Spring Hill Communication facility (Bldg # TBD upon construction completion). The shelter will contain lockable areas for each agency to store their own communications equipment.

(2) Maintain, inspect, and repair the communication shelter, tower, solar panels, generator, propane tank, and fencing.

(3) Monitor and maintain the security system at the communication site, which includes the Intrusion Detection System (IDS), external cameras, door security sensors, and alarms for the radio systems and microwaves.

(4) Refuel the 500 gallon propane tank to operate the backup generator. MCAS Yuma will be responsible for refueling the tank on even years.

b. Riverside County shall:

(1) Improve and widen existing roads and trails for access to the top of Spring Hill from Bradshaw Trail. This shall be accomplished by re-grading segments of Augustine Pass Road and the jeep trail leading to the site to a width of approximately 12 ft (4 m). The re-grading will include at-grade crossings or culverts at approximately seven ephemeral desert washes. The new road would traverse the spine of a ridge leading toward Spring Hill, veering northeast along the edges of the hill and then circling back toward the communication site. The length of this road would be approximately 1,300 ft (396 m).

(2) Maintain all roads leading from Bradshaw Trail to the Spring Hill communication site to ensure those roads remain passable to four-wheel drive (maintenance and repair) vehicles at all times.

(3) Comply with the Environmental Assessment dated September 2009 (reference a) regarding the potential environmental consequences (impacts to geological resources, water resources, biological resources, and aesthetics and visual resources) associated with the repair and construction of the access roads leading the communication site as well as requirements to access the communication site.

(4) Notify the S-6 Radio Section Supervisor (S-6) for any noticeable damage to the communication shelter, tower, solar panels, generator, propane tank, and fencing.

Subj: SPRING HILL COMMUNICATION SHELTER

(5) Provide S-6 Director with the key or combination to access Riverside County occupied space. MCAS Yuma will enter the area for emergency purposes only and will notify Riverside County of any access.

(6) Provide S-6 with a list of Riverside County personnel authorized to access the communication site to maintain the security of the facility at all times.

(7) Refuel the 500 gallon propane tank to operate the backup generator. Riverside County will be responsible for refueling on odd years.

4. Terms of Agreement

a. In accordance with OSHA Regulations [Standards - 29 CFR Part 1910.268(c)(1-3)], both MCAS Yuma and Riverside County will ensure that all employees accessing the communication site have received proper training in the various precautions and safe practices required to maintain towers and repeaters.

b. Riverside County may grant other Government agencies permission to use their equipment and allocated space upon the written approval of MCAS Yuma. Riverside County must submit a letter of request for authorization to co-share their area. (Note: No commercial service providers are allowed to use the tower or install/operate equipment at the site.)

c. Riverside County shall notify S-6 in writing at the below address of any installations or major repairs needed to the communication site. Written approval from MCAS Yuma must be received before work can be performed. In the event of an emergency, S-6 can verbally grant permission for repairs to the communication site.

d. Riverside County personnel must be present when utilizing outside contractors to perform work at the site. All subcontractors must have proper insurance before access can be granted into the premises.

e. Upon entering the shelter, personnel are required to call MCAS Yuma utilizing the phone located inside the facility.

f. Any hazardous waste or materials which are anticipated to be used/generated on the site must be manifested and processed through the MCASY Environmental Department prior to being generated and/or removed from the Spring Hill Communication facility. These substances include, but are not limited to, solvents, paints, batteries, oils, off-specification fuels, and oils.

g. Riverside County will agree to hold harmless and indemnify the Department of the Navy (MCAS Yuma) of any liability or responsibility for accident, damage, injury, or illness to individuals employed or contracted by the county.

Subj: SPRING HILL COMMUNICATION SHELTER

h. All requests, questions, and concerns will be handled and routed through the S-6 Office.

5. Reimbursement. Riverside County shall reimburse for actual cost of repairs due to misuse or negligence of facility or equipment in accordance with requirements of the NAVFAC license.

6. Points of Contact


S-6 Radio Section Supervisor
PO Box 99105
500 Halstead Avenue
MCAS Yuma, Arizona
(928) 269-2553

County of Riverside
Communication Site Lease
Administrator
Economic Development Agency,
Real Estate Division
3403 10th Street, Suite 500
Riverside, CA 92501


Community Planning Office
Mary Ellen Finch
Po Box 99106
980 Shaw Street
MCAS Yuma Arizona
(928) 269-3637

7. Modification. The terms of this agreement may be modified by mutual consensus of both agencies. Notification of the intention of either agency to terminate or modify the agreement will be by written notice at least 60 days in advance of the proposed date. Any modification(s) will be documented in writing and made a part of this basic agreement.

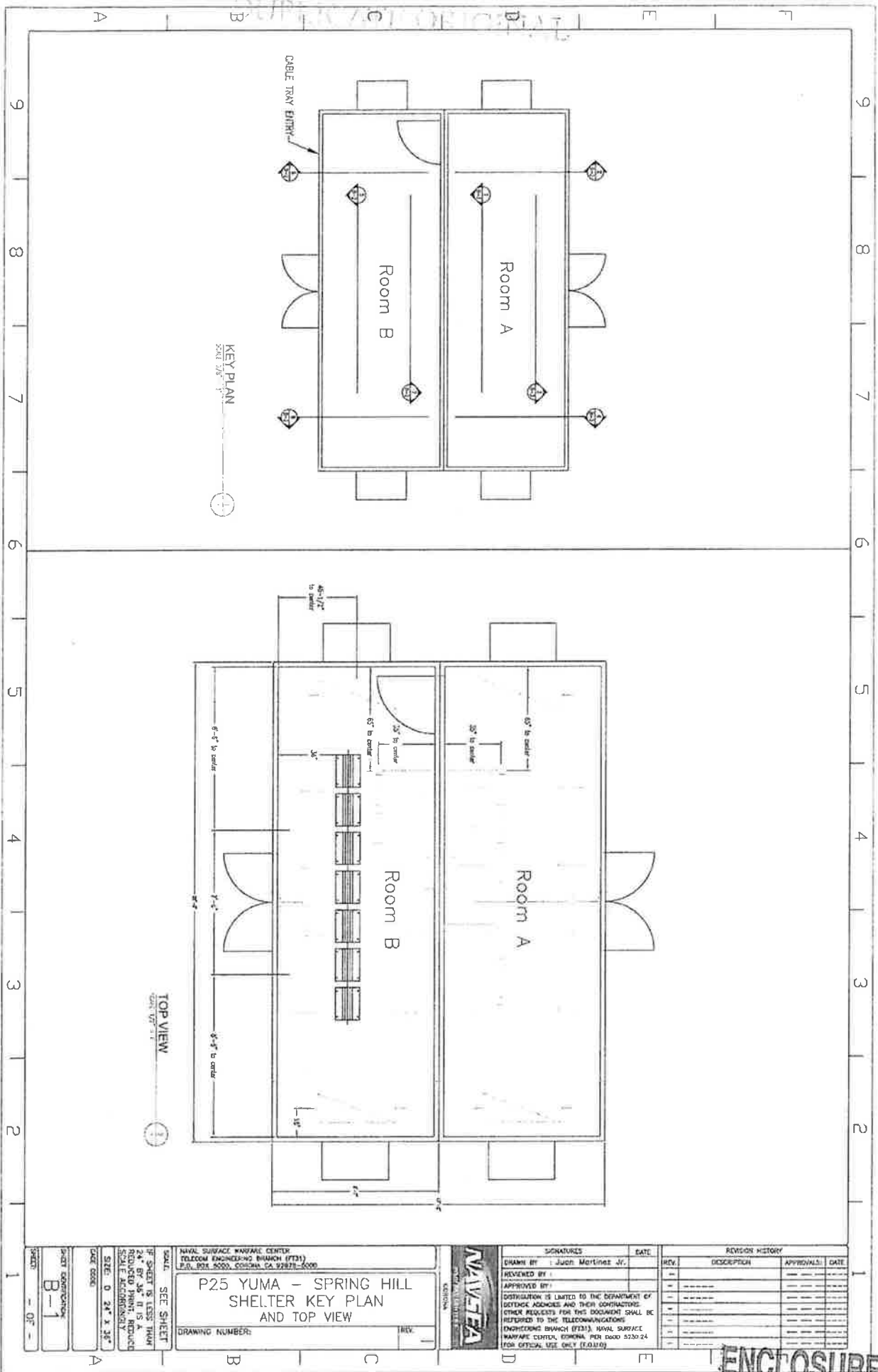
8. Effective. This agreement becomes effective upon the date posted above. This MOA will remain in effect three (3) years or until modified, terminated, or superseded by official documentation.



Robert Field
Assistant County Executive Officer/EDA
County of Riverside



M. A. Werth
Colonel, U.S. Marine Corps



KEY PLAN
SCALE 1/8" = 1'-0"

TOP VIEW
SCALE 1/8" = 1'-0"

SCALE: SEE SHEET
IF SHEET IS LESS THAN
24" BY 36" IT IS A
REDUCED PRINT, REDUCED
SCALE ACCORDINGLY
SEE: 0 24" X 36"
DATE CODE:
SHEET IDENTIFICATION:
B-1
SHEET: - OF -

NAVAL SURFACE WARFARE CENTER
TELECOM ENGINEERING BRANCH (TEB)
2200 PINE AVE., STONEMAN, CA 94326-5000
DRAWING NUMBER: P25 YUMA - SPRING HILL
SHELTER KEY PLAN
AND TOP VIEW
REV.

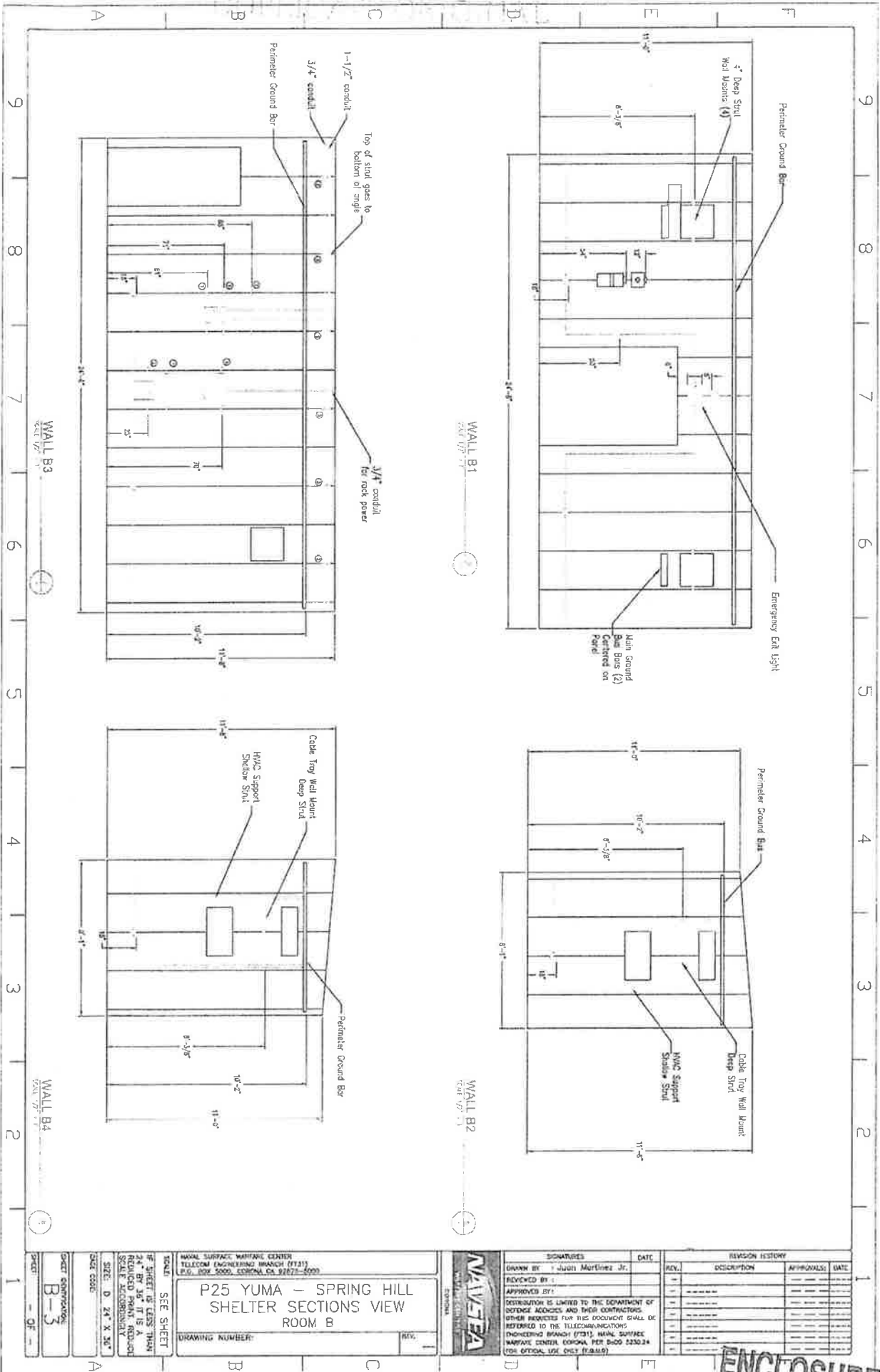
NAVSEA
NAVAL SURFACE WARFARE CENTER
TELECOM ENGINEERING BRANCH (TEB)
2200 PINE AVE., STONEMAN, CA 94326-5000

SIGNATURES: _____ DATE: _____
DRAWN BY: Juan Martinez Jr.
REVIEWED BY: _____
APPROVED BY: _____

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ENGINEERING BRANCH (TEB), NAVAL SURFACE
WARFARE CENTER, STONEMAN, PER DDDO 5730-24
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REVISION HISTORY			
REV.	DESCRIPTION	APPROVALS	DATE

ENCLOSURE (1) pg 1



WALL B3
REV. 1/27/11

WALL B1
REV. 1/27/11

WALL B2
REV. 1/27/11

WALL B4
REV. 1/27/11

SHEET CONTAINS
B-5
 OF 5

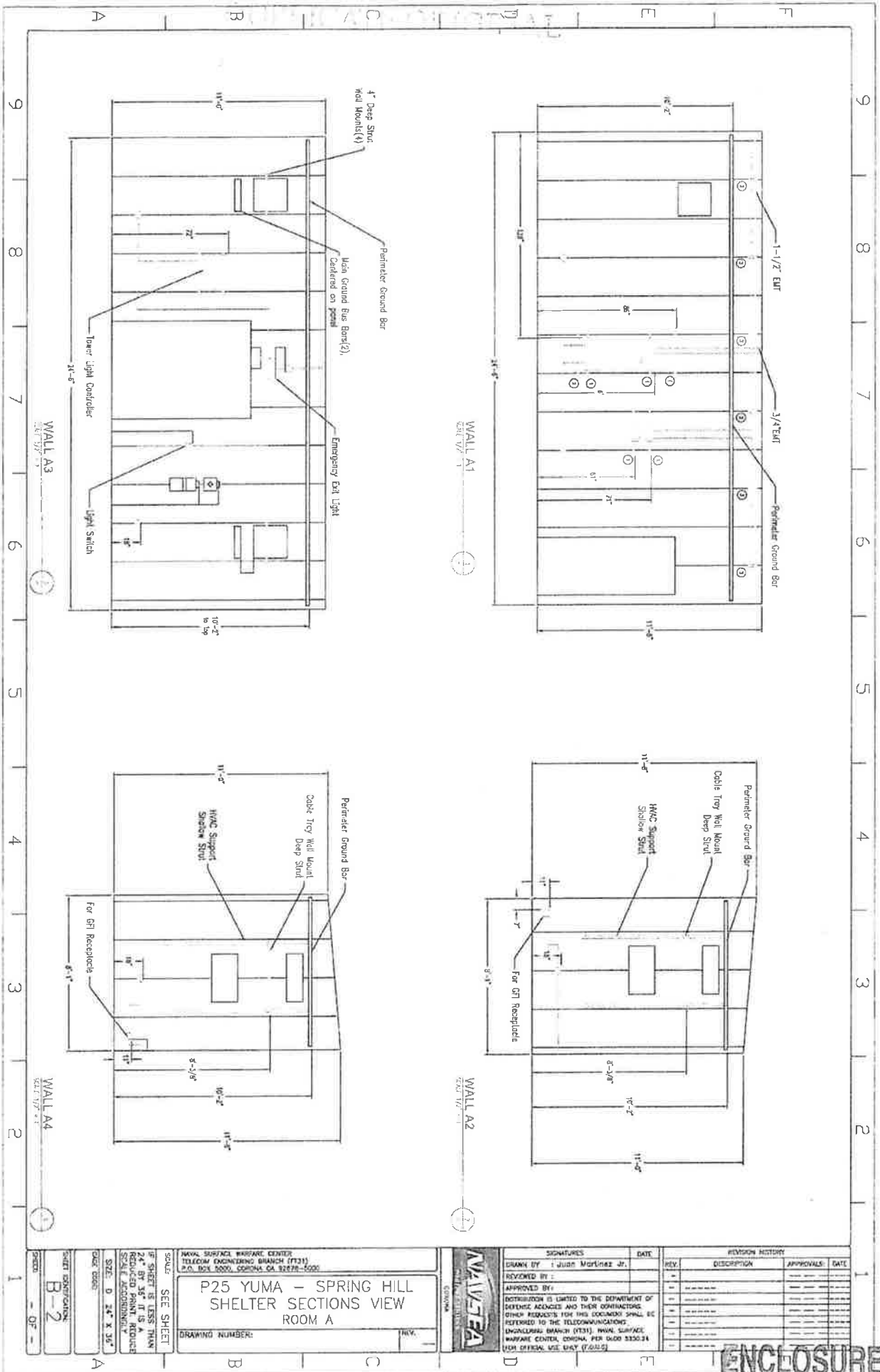
SCALE: D 24" X 36"
 REDUCED PRINT, REDUCED
 SCALE DIMENSIONS
 24" BY 36" IT IS A
 FULL SIZE SHEET
 SEE SHEET
 DRAWING NUMBER:

P25 YUMA - SPRING HILL
 SHELTER SECTIONS VIEW
 ROOM B

SIGNATURES		DATE	REVISION HISTORY	
REV.	DESCRIPTION	APPROVALS	DATE	

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ENCLOSURE (1) of 2



WALL A1
SCALE: 1/8" = 1'-0"

WALL A2
SCALE: 1/8" = 1'-0"

WALL A3
SCALE: 1/8" = 1'-0"

SHEET IDENTIFICATION	
Sheet	B-2
Drawn	DF

NAVAL SURFACE WARFARE CENTER
TELECOMMUNICATIONS BRANCH (TSB)
3345 RIVINGTON ROAD, COVINGTON, LOUISIANA 70022-5000

P25 YUMA - SPRING HILL
SHELTER SECTIONS VIEW
ROOM A

DRAWING NUMBER: _____



SIGNATURES _____ DATE _____

DRAWN BY: J. J. Martinez Jr.

REVIEWED BY: _____

APPROVED BY: _____

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REVISION HISTORY			
REV.	DESCRIPTION	APPROVALS	DATE

ENCLOSURE (1) Pg 3-

