

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 8/19/15
 Department of Concurrence

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

926



FROM: Economic Development Agency

SUBMITTAL DATE:
 August 20, 2015

SUBJECT: First Amendment to License with the County of Orange and Riverside County Information Technology, PSEC-Ortega, 30 Year Term Extension, District N/A, CEQA Exempt, [\$831,592] RCIT PSEC 100%

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 Sections 15301, Existing Facilities and 15061(b)(3);
2. Approve the attached First Amendment to License;
3. Authorize the Chairman of the Board to execute the same on behalf of the County; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of approval by the Board.

BACKGROUND:

Summary

FISCAL PROCEDURES APPROVED

(Commences on Page 2) PAUL ANGULO, CPA, AUDITOR-CONTROLLER

BY: Susana Garcia-Bocanegra 8/20/15

Robert Field
 Assistant County Executive Officer/EDA
 By: Jeff Van Wagenen, Managing Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 19,952	\$ 18,738	\$ 831,592	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: RCIT PSEC 100%

Budget Adjustment: No
 For Fiscal Year: 2015/16 -44/45

C.E.O. RECOMMENDATION:

APPROVE

BY: Rohini Dasika
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

By: Steve Reneker
 Riverside County Information Technology
 8/19/15

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: N/A

Agenda Number:

3-14

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

Economic Development Agency

FORM 11: First Amendment to License with the County of Orange and Riverside County Information Technology, PSEC-Ortega, 30 Year Term Extension, District N/A, CEQA Exempt, [\$831,592] RCIT PSEC 100%

DATE: August 20, 2015

PAGE: 2 of 3

BACKGROUND:

Summary

This First Amendment to License represents a request from the Riverside County Information Technology (RCIT) to extend the license for its PSEC Ortega Communications Site located near Highway 74 (Ortega Highway), San Juan Capistrano, California, commencing on October 5, 2015 through October 4, 2045. This facility continues to meet the requirements of the department.

Pursuant to the California Environmental Quality Act (CEQA), the License was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines 15301, Class 1 – Existing Facilities. The proposed project, the License, is the licensing of property involving existing facilities and no expansion of an existing use will occur.

This First Amendment to License is summarized below:

Licensors:	County of Orange Sheriff-Coroner Department Communications Division 840 N. Eckhoff Street, Suite 104 Orange, CA 92868-1021 Attn: Communications Director	Sheriff/Real Property Services 320 N. Flower Street, Suite 108 Santa Ana, CA 92703 Attn: Real Estate Manager
Premises Location:	29862 Ortega Highway, Communications Facility San Juan Capistrano, California 92675 Orange County Sheriff's Department / Communications	
Term:	Thirty Years, October 5, 2015 through October 4, 2045	
Rent:	<u>Current</u> \$17,088.00 per year	<u>New</u> \$17,600.64 per year
Rental Adjustments:	3.0% annually	
Processing Fee:	\$1,760.00 for the First Amendment to License and \$1,760.00 for each subsequent amendments.	
Utilities:	Provided by Licensors	
Maintenance:	Provided by Licensors	
Option to Terminate:	Termination for any reason with forty-five days' written notice by either party	

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

(Continued)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Economic Development Agency

FORM 11: First Amendment to License with the County of Orange and Riverside County Information Technology, PSEC-Ortega, 30 Year Term Extension, District N/A, CEQA Exempt, [\$831,592] RCIT PSEC 100%

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PAGE: 3 of 3

Impact on Residents and Businesses

This facility will continue to provide important communications coverage for RCIT PSEC and enhance public safety communications for the benefit of residents and businesses along the Ortega Highway and surrounding communities.

RCIT has budgeted these costs in FY 2015/16 and will reimburse Economic Development Agency for all License costs on a monthly basis.

Contract History and Price Reasonableness

This is a thirty year term extension. This contract has been in place since October 5, 2012.

Additional Information

The original License Agreement was executed by the Assistant County Executive Officer/EDA on October 5, 2012 for a three year term. The total amount authorized for the original license agreement was \$48,863, which is within the execution authority of the Assistant CEO/EDA. The annual rental for October 2013 was \$16,275.00 and October 2014 \$17,088. The original License Agreement is included as ATTACHMENT A for reference. The First Amendment to License, the rental escalations were negotiated to not to exceed three percent per year.

Attachment:

Exhibit A, B & C

First Amendment to License

Notice of Exemption

Aerial Image

Attachment A (Original License Communications Agreement)

Exhibit A

FY 2015/16

**PSEC - County of Orange Cost Analysis
Highway 74 Ortega highway, San Juan Capistrano**

ESTIMATED AMOUNTS

Total Square Footage:

Current Office:	N/A	SQFT	
License Cost per Month (July -Sept)		\$	1,424.00
License Cost per Month (Oct- Jun) First Amendment		\$	1,466.72
Total License Cost (July -Sept)		\$	4,272.00
Total License Cost (Oct- Jun) First Amendment		\$	13,200.48
Total Estimated Lease Cost for FY 2015/16		\$	17,472.48

Estimated Additional Costs:

Processing fee		\$	1,760.00
EDA Lease Management Fee - 4.12%		\$	719.87
Total EDA Lease Management Fee		\$	719.87
TOTAL ESTIMATED COST FOR FY 2015/16		\$	19,952.35

Exhibit B

FY 2016/17

PSEC - County of Orange Cost Analysis
Highway 74 Ortega highway, San Juan Capistrano

ESTIMATED AMOUNTS

Total Square Footage:

Current Office:	N/A	SQFT	
License Cost per Month (July -Sept)		\$	1,466.72
License Cost per Month (Oct - June)		\$	1,510.72
Total License Cost (July -Sept)		\$	4,400.16
Total License Cost (Oct - June)		\$	13,596.49
Total Estimated Lease Cost for FY 2016/17		\$	17,996.65

Estimated Additional Costs:

EDA Lease Management Fee - 4.12%		\$	741.46
TOTAL ESTIMATED COST FOR FY 2016/17		\$	18,738.12

Exhibit C

FY 2017/18 to FY 2044/45

PSEC - County of Orange Cost Analysis

Highway 74 Ortega highway, San Juan Capistrano

ESTIMATED AMOUNTS

Total Square Footage:

Current Office:

N/A

SQFT

	FY 2017/18	FY 2018/19	FY 2019/20 - FY 2044/45
License Cost per Month (Jul - Sept)	\$ 1,510.72	\$ 1,556.04	\$ 61,789.91
License Cost per Month (Oct - Jun)	\$ 1,556.04	\$ 1,602.72	\$ 63,643.60
Total License Cost (Jul - Sept)	\$ 4,532.16	\$ 4,668.13	\$ 182,212.35
Total License Cost (Oct - Jun)	\$ 14,004.39	\$ 14,424.52	\$ 541,684.64
Total Estimated Lease Cost for FY 2017/18 to FY 2044/45	\$ 18,536.55	\$ 19,092.65	\$ 723,897.00

Estimated Additional Costs:

EDA Lease Management Fee - 4.12%	\$ 763.71	\$ 786.62	\$ 29,824.56
TOTAL ESTIMATED COST FOR FY 2017/18 to FY 2044/45	\$ 19,300.26	\$ 19,879.27	\$ 753,721.55

F11: Cost - Total Cost \$ 831,591.54

ORTEGA HIGHWAY SR 74

Sierra Pasture Rd

PSEC COMMUNICATIONS SITE SAN JUAN CAPISTRANO

GOOGLE

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ATTACHMENT A



8 Project No: PM 1239-9-3
10 Project Name: Riverside County
12 Project Location: Ortega Highway Remote Facility

LICENSE (Communications Agreement)

14 This License Agreement ("License") is made October 5, 2012, by and between
16 the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to
18 as "COUNTY") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California
(hereinafter referred to as "LICENSEE") without regard to number or gender.

20 1. DEFINITIONS (AMLC 2.1 S)

22 The following words in the License have the significance attached to them in this clause, unless
24 otherwise apparent from context:

26 "Board of Supervisors" means the Board of Supervisors of the County of Orange, a political
subdivision of the State of California.

28 "Communications Director" means the Director of Communications, Sheriff-Coroner Department,
30 County of Orange, or designee, or upon written notice to LICENSEE, such person or entity as shall
be designated by the Sheriff-Coroner.

32 "Corporate Real Estate" means OC Public Works, OC Facilities, Real Estate and Asset
34 Management, Corporate Real Estate, County of Orange, or upon written notice to LICENSEE, such
entity as shall be designated by the Director of Public Works.

36 "County Counsel" means the legal Counsel of the County of Orange, or designee, or upon written
38 notice to LICENSEE, such person or entity as shall be designated by the Board of Supervisors.

40 "County Executive Officer" means the County Executive Officer, County Executive Office, County of
42 Orange, or designee, or upon written notice to COUNTY, such other person or entity as shall be
designated by the Board of Supervisors.

44 "Risk Manager" means the Risk Manager of the County Executive Office (CEO)/Risk Management
46 Department, County of Orange, or designee, or upon written notice to LICENSEE, such person or
entity as shall be designated by the County Executive Officer or the Board of Supervisors.

48 "Sheriff" means the Sheriff of the County of Orange, or designee, or upon written notice to
LICENSEE, such person or entity as shall be designated by the Board of Supervisors.

2 "Treasurer-Tax Collector" means the Treasurer-Tax Collector, County of Orange, or designee, or
4 upon written notice to LICENSEE, such other person or entity as shall be designated by the Board
6 of Supervisors.

2. TERM (AMLC 3.1 N)

8 This License shall become effective ("**Effective Date**") on the date first written above and shall
10 continue in effect until three (3) years thereafter or until terminated as provided in Clause 3
12 (TERMINATION) of this License, whichever first occurs.

3. TERMINATION (AMLC 3.3 N)

14 This License shall be revocable by either COUNTY' Sheriff or LICENSEE at any time; however, as
16 a courtesy, each party will attempt to give forty-five (45) days prior written notice to the other party
18 upon revocation.

20 In the event either party terminates this License, LICENSEE shall promptly remove its
22 communications equipment, as defined below, from License Area and return the License Area to its
24 original condition, normal wear and tear excepted.

4. LICENSE AREA (AMLC 4.1 S)

26 COUNTY grants to LICENSEE the right to use that certain property hereinafter referred to as
28 "**License Area**," located within the Facility, and shown on "**Exhibit A**," Location Map/Plot Plan,
30 attached hereto and by reference made a part hereof.

5. USE (AMLC 5.1 N)

32 LICENSEE's use of the License Area shall be limited to the operation of certain LICENSEE-owned
34 radio communications equipment ("**Communications Equipment**") described in "**Exhibit B**,"
36 Description of Equipment, attached hereto and by reference made a part hereof. Throughout the
38 term of this License and at all times, COUNTY shall have the right, at COUNTY's discretion, to
40 determine the specific location of LICENSEE's Communications Equipment within the License
42 Area. Should COUNTY determine the need to have Communications Equipment relocated at any
44 time after the Effective Date of this License, COUNTY shall provide LICENSEE with sixty (60) days
46 prior written notice of such anticipated relocation. Within sixty (60) days after receipt of such written
48 notice, LICENSEE shall relocate, at LICENSEE's sole cost, Communications Equipment to any
50 location within License Area so designated by Communications Director. Should LICENSEE
determine the proposed relocation area is unacceptable, LICENSEE has the right to terminate this
License per the clause entitled TERMINATION above.

LICENSEE shall use the License Area in a manner so as not to interfere with the COUNTY's use of
the Facility or equipment at the Facility or with the use by or equipment of COUNTY's other
licensees at said Facility.

LICENSEE agrees not to use the License Area for any other purpose nor to engage in or permit any
other activity within or from the License Area. LICENSEE further agrees not to conduct or permit to
be conducted any public or private nuisance in, on, or from the License Area, nor to commit or

2 permit to be committed waste on the License Area, and to comply with all governmental laws and
regulations in connection with its use of the License Area.

4 **6. LICENSE FEE (AMLC 6.1 S)**

6 Commencing upon the Effective Date and paid annually thereafter, LICENSEE agrees to pay
COUNTY for the use of the License Area a License Fee ("License Fee") the sum of Fifteen
8 Thousand Five Hundred Dollars (\$15,500.00).

10 The License Fee shall be payable annually in advance within thirty (30) days after receipt of an
invoice provided by COUNTY. LICENSEE shall be provided with said invoice at the
12 commencement of this License and within sixty (60) days prior to the first day of each anniversary
of the Effective Date of this License. LICENSEE shall pay the License Fee within thirty (30) days
14 after receipt of the invoice while this License is in effect, without deduction or offset, in lawful money
of the United States. The License Fee shall be due and payable to COUNTY whether or not an
16 actual invoice is sent by COUNTY or received by LICENSEE.

18 In the event the obligation to pay the License Fee terminates on a day other than the anniversary
date of the Effective Date of the License, said License Fee shall be prorated to reflect the actual
20 period of use on the basis of a 365-day year.

22 **7. LICENSE FEE ADJUSTMENT (N)**

24 The License Fee specified in Clause (LICENSE FEE) shall be subject to automatic annual
adjustments beginning in the second year of the License term. Said adjustment shall be based on
26 the Consumer Price Index for Los Angeles-Riverside-Orange County, CA [All Urban Consumers-All
Items (base year 1982-84=100)] promulgated by the Bureau of Labor Statistics of the U.S.
28 Department of Labor. The adjustment shall be in proportion to the cumulative change in said
Consumer Price Index as provided in the following formula:

30
$$\text{Adjusted License Fee} = A \times (B \div C)$$

- 32 A = Current License Fee
- 34 B = Monthly index for the month prior to the month in which the License Fee rate
adjustment is to become effective.
- 36 C = Monthly index for the month in which the License becomes effective.

38 Notwithstanding the foregoing, in no event shall the License Fee be reduced by reason of any such
adjustment. In the event that the Consumer Price Index is not issued or published for the period for
40 which such License Fee is to be adjusted and computed hereunder, or in the event that the Bureau
of Labor Statistics of the U.S. Department of Labor should cease to publish said index figures, then
42 any similar index published by any other branch or department of the U.S. Government shall be
used and if none is so published, then another index generally recognized and authoritative shall be
substituted by Sheriff.

44 In no event shall the increase in the Adjusted License Fee be less than 5% of the Current License
Fee.

46 **8. PROCESSING FEE (AMLC 6.4 S)**

48 Upon approval by COUNTY of this License, LICENSEE shall pay to COUNTY a processing fee of
One Thousand Two Hundred Dollars (\$1,200) for issuance of this License and an additional One

2 Thousand Two Hundred Dollars (\$1,200) for each subsequent amendment to this License. Said
3 processing fee is deemed earned by COUNTY and is not refundable. COUNTY shall provide
4 LICENSEE with an invoice for processing fee and LICENSEE shall promptly pay the total
5 processing fee amount within thirty (30) days after receipt of invoice.

6 **9. PAYMENT PROCEDURE (AMLC 7.1 S)**

8 All payments pursuant to this License shall be delivered to the County of Orange, Treasurer-Tax
9 Collector, Revenue Recovery/Accounts Receivable Unit, P.O. Box 4005 (630 North Broadway),
10 Santa Ana, California 92702-4005. COUNTY may change the designated place of payment at any
11 time upon ten days written notice to LICENSEE. All fee payments may be made by check payable
12 to the "County of Orange." LICENSEE assumes risk of loss if payments are made by mail.

14 No payment by LICENSEE or receipt by COUNTY of an amount less than the payment due shall be
15 deemed to be other than on account of the payment due, nor shall any endorsement or statement
16 on any check or any letter accompanying any check or payment as payment be deemed an accord
17 and satisfaction, and COUNTY shall accept such check or payment without prejudice to COUNTY's
18 right to recover the balance of said payment or pursue any other remedy in this License.

20 **10. CHARGE FOR LATE PAYMENT (ALMC 7.2 S)**

22 LICENSEE hereby acknowledges that the late payment of any sums due hereunder will cause
23 COUNTY to incur costs not contemplated by this License, the exact amount of which will be
24 extremely difficult to ascertain. Such costs include but are not limited to costs such as
25 administrative processing of delinquent notices, increased accounting costs, etc.

26 Accordingly, if any payment pursuant to the License is not received by COUNTY by the due date, a
27 late charge of 1.5% of the payment due and unpaid, plus \$100 shall be added to the payment, and
28 the total sum shall become immediately due and payable to COUNTY. An additional charge of 1.5%
29 of said payment, excluding late charges, shall be added for each additional month that said
30 payment remains unpaid.

32 LICENSEE and COUNTY hereby agree that such late charges represent a fair and reasonable
33 estimate of the costs that COUNTY will incur by reason of LICENSEE's late payment. Acceptance
34 of such late charge (and/or any portion of the overdue payment) by COUNTY shall in no event
35 constitute a waiver of LICENSEE's default with respect to such overdue payment, or prevent
36 COUNTY from exercising any other rights and remedies granted hereunder. COUNTY shall provide
37 LICENSEE with an invoice for said charges and LICENSEE shall pay COUNTY within thirty (30)
38 days after receipt of said invoice.

40 **11. SERVICES CHARGES (N)**

42 Due to safety, health, or other reasons, COUNTY may find it necessary to perform labor on
43 Communications Equipment within the License Area. In such instances, COUNTY shall charge
44 LICENSEE for such labor on an hourly basis according to rates currently approved by the Board of
45 Supervisors, including administrative costs, and shall charge LICENSEE for the cost of all parts
46 required plus ten percent (10%) of said costs of parts.

48 The current rates for service charges shall be in accordance with the service charges ("Service
49 Charges") set forth in "**Exhibit C**," attached hereto and made a part hereof. Such Service Charges
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2 rates may change from time to time as they are revised or amended by the Board of Supervisors.
3 COUNTY shall give LICENSEE thirty (30) days prior written notice of Service Charge rate changes.

4 **12. UTILITIES (AMLC 9.1 N)**

6 COUNTY shall be responsible for and pay all charges for utilities used by LICENSEE in the
7 operation of Communications Equipment within the License Area.

8 **13. MAXIMUM PERMISSIBLE EXPOSURE TO RADIOFREQUENCY EMISSIONS (N)**

10 In the event LICENSEE desires to change, alter, adjust, relocate, or add to Communications
11 Equipment at the Facility, a written amendment to this License shall first be approved by COUNTY
12 and executed by both parties hereto. If the COUNTY determines the aggregate radiofrequency
13 emissions at the Facility are above the acceptable levels per the Federal Communication
14 Commission's Guidelines for Human Exposure to Radiofrequency Emissions ("**Guidelines**"), then
15 the COUNTY shall have the right to require LICENSEE to modify or remove Communications
16 Equipment at LICENSEE's sole cost within sixty (60) days following a written request from
17 COUNTY.

20 LICENSEE's obligation to indemnify, defend, and save COUNTY harmless from and against any
21 and all claims, demands, losses, or liabilities which COUNTY, its officers, agents, employees may
22 sustain or incur or which may be imposed upon them for injury to or death of persons, or damages
23 to property as a result of, or arising out of radiofrequency emissions exposure in connection with
24 LICENSEE's ownership, use, operation, maintenance, repair, change, alteration, adjustment,
25 relocation of, or additions to Communications Equipment at the Facility is subject to the terms of
26 Clause 18 (INDEMNIFICATION) below.

28 **14. ACCESS (N)**

30 Access to the License Area shall not be permitted without proper escort by the Communications
31 Director. Access shall be only for purposes of installation of Communications Equipment as
32 described in *Exhibit B*, and thereafter for emergency or non-emergency maintenance and repair.
33 LICENSEE shall provide COUNTY with 24-hour verbal or written notice prior to date and time
34 LICENSEE desires to access License Area. Voice-mail or other form of voice-recorded message
35 shall not be considered prior notice. No building keys will be issued or loaned to the LICENSEE.

36 LICENSEE shall pay COUNTY an escort fee ("**Escort Fee**") for access to the License Area at the
37 Board of Supervisor's approved hourly rate for time spent by COUNTY in providing said escort.
38 COUNTY shall provide LICENSEE with an invoice for Escort Fee and LICENSEE shall pay
39 COUNTY within thirty (30) days after receipt of said invoice.

42 **15. ANTENNA TOWER REPAIR AND MAINTENANCE (N)**

44 All work on COUNTY's antenna tower, including but not limited to repair, maintenance, alteration,
45 adjustment, or relocation of LICENSEE's radio antennas ("**Tower Work**") shall be performed by the
46 service company ("**Contractor**") under contract to COUNTY.

48 In the event LICENSEE uses Contractor, LICENSEE shall be invoiced directly by Contractor and
49 shall directly pay Contractor for all work performed on tower at the request of LICENSEE. Failure to
50 pay Contractor shall constitute default of LICENSEE under this License. COUNTY shall not be

2 liable for payment of charges incurred by LICENSEE regarding work completed by Contractor at the request of LICENSEE.

4 No Tower Work shall be performed without twenty-four (24) hour prior written or verbal notice to COUNTY. Voice-mail or other form of voice-recorded message shall not be considered prior notice.
6 Additionally, COUNTY shall provide an escort at all times during and at every instance of LICENSEE-required Tower Work. COUNTY shall invoice LICENSEE for said Escort Fee and
8 agrees to reimburse COUNTY in accordance with Clause 14 (ACCESS) above.

10 **16. OPERATIONS (AMLC 11.1 N)**

12 The operation of Communications Equipment shall be in accordance with all applicable rules and regulations of the Federal Communications Commission and any deviation therefrom shall be
14 cause for COUNTY to demand that LICENSEE cease the deviation immediately.

16 Should the operation of LICENSEE's Communications Equipment, in the opinion of Communications Director, interfere with the operation of COUNTY's communications equipment or
18 any other equipment installed on the Facility, upon verbal notice by COUNTY, LICENSEE shall immediately eliminate said interference in a manner acceptable to Communications Director.

20 LICENSEE shall designate in writing to COUNTY a representative who shall be responsible for the day-to-day operations and level of maintenance, cleanliness and general order.
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24 In the event LICENSEE does not eliminate said interference Communications Director retains the right to modify or remove Communications Equipment and LICENSEE shall, upon demand of
26 Communications Director, pay the cost of said modification or removal thereof incurred by COUNTY within thirty (30) days of receipt of said written demand.
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30 **17. MAINTENANCE (N)**

32 LICENSEE shall, to the satisfaction of the Communications Director and at LICENSEE's sole expense, keep and maintain the License Area and all of LICENSEE's Equipment of any kind in
34 good condition and in substantial repair. It shall be LICENSEE's responsibility to take all steps necessary to maintain such standard of condition and repair.

36 LICENSEE expressly agrees to conduct all activities related to this License in a manner that does not adversely affect building structural components or building systems at the Facility, and to
38 maintain the License Area in a safe, clean, wholesome and sanitary condition to the complete satisfaction of the Communications Director and in compliance with all applicable laws. COUNTY
40 shall have the right to enter upon and inspect the License Area at any time for cleanliness and safety.
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44 In the event LICENSEE fails to maintain or make repairs as required herein, COUNTY may notify LICENSEE in writing of said failure. Should LICENSEE fail to correct the situation within fifteen (15)
46 days after said notification, Communications Director may have the necessary correction(s) made and the cost thereof, including but not limited to the cost of labor, materials and administration, shall
48 be paid by LICENSEE within ten (10) days of receipt of an invoice of said cost from the Communications Director. Communications Director may, at Communications Director's sole
50 option, choose other remedies available herein, or by law.

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18 **18. INDEMNIFICATION (N)**

LICENSEE does hereby agree to indemnify and save COUNTY harmless from any damage proximately caused by LICENSEE, or arising out of, or in any way connected with the exercise by LICENSEE of any rights herein granted or that may arise from use of the License Area by the LICENSEE, to the extent legally permissible by Government Code Section 14662.5 et seq. except to the extent that any such damages or expenses suffered by COUNTY are the result of any persons acting under or on behalf of COUNTY; except where COUNTY or LICENSEE, as applicable, are found to have no liability by reason of any immunity arising by statute or common law.

If any party to this License is held liable upon any judgment for damages caused to third parties by a negligent, intentional or wrongful act or omission occurring in the performance of this License and pays excess of its pro rata share in satisfaction of such judgment, such party shall be entitled to contribution from the other party to this License. The pro rata share of each party shall be determined according to the comparative fault of the respective party(ies), as between them.

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50 **19. INSURANCE/SELF INSURANCE (AMLC 10.1 S)**

LICENSEE agrees to purchase all required insurance at LICENSEE's expense and to deposit with the COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this License have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the COUNTY during the entire term of this License. This License shall automatically terminate at the same time LICENSEE's insurance coverage is terminated. If within ten (10) business days after termination under this Clause LICENSEE obtains and provides evidence of the required insurance coverage acceptable to Sheriff, this License may be reinstated at the sole discretion of Sheriff. LICENSEE shall pay COUNTY Two Hundred Fifty (\$250.00) Dollars for processing the reinstatement of this License.

LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Sheriff. In no cases shall assurances by LICENSEE, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Sheriff will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. LICENSEE also agrees that upon cancellation, termination, or expiration of LICENSEE's insurance, COUNTY may take whatever steps are necessary to interrupt any operation from or on the License Area until such time as the Sheriff reinstates the License.

If LICENSEE fails to provide Sheriff with a valid certificate of insurance and endorsements, or binder at any time during the term of the License, COUNTY and LICENSEE agree that this shall constitute a material breach of the License. Whether or not a notice of default has or has not been sent to LICENSEE, said material breach shall permit COUNTY to take whatever steps necessary to interrupt any operation from or on the License Area, and to prevent any persons, including, but not limited to, members of the general public, and LICENSEE's employees and agents, from entering the License Area until such time as Sheriff is provided with adequate evidence of insurance required herein. LICENSEE further agrees to hold COUNTY harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the COUNTY's action.

2 All contractors performing work on behalf of LICENSEE pursuant to this License shall obtain
3 insurance subject to the same terms and conditions as set forth herein for LICENSEE. LICENSEE
4 shall not allow contractors or subcontractors to work if contractors have less than the level of
5 coverage required by the COUNTY from the LICENSEE under this License. It is the obligation of
6 the LICENSEE to provide written notice of the insurance requirements to every contractor and to
7 receive proof of insurance prior to allowing any contractor to begin work within the License Area.
8 Such proof of insurance must be maintained by LICENSEE through the entirety of this License and
be available for inspection by a COUNTY representative at any reasonable time.

10 All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of
11 Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by
12 the appropriate line of coverage. Any self-insured retention (SIR) or deductible in excess of \$25,000
13 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office
14 (CEO)/Office of Risk Management.

16 If the LICENSEE fails to maintain insurance acceptable to the COUNTY for the full term of this
17 License, the COUNTY may terminate this License.

18 Qualified Insurer

20 The policy or policies of insurance must be issued by an insurer licensed to do business in the state
21 of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's
22 Rating) and VIII (Financial Size Category) as determined by the most current edition of the Best's
23 key Rating Guide/Property-Casualty/United States or ambest.com.

26 If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M.
27 Best rating of A-/VIII, the CEO /Risk management retains the right to approve or reject a carrier after
28 a review of the company's performance and financial ratings.

30 The policy or policies of insurance maintained by the LICENSEE shall provide the minimum limits
31 and coverage as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Environmental/Pollution Liability	\$1,000,000 per claims made or per occurrence

34

2 **Required Coverage Forms**

4 The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

6 The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

8 **Required Endorsements**

10 The Commercial General Liability policy shall contain the following endorsements, which shall
12 accompany the Certificate of insurance:

14 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least
16 as broad naming the County of Orange, its elected and appointed officials, officers, employees,
agents as Additional Insureds.

18 2) A primary non-contributing endorsement evidencing that the Licensee's insurance is
primary and any insurance or self-insurance maintained by the County of Orange shall be excess
and non-contributing.

20 All insurance policies required by this contract shall waive all rights of subrogation against the
22 County of Orange and members of the Board of Supervisors, its elected and appointed officials,
officers, agents and employees when acting within the scope of their appointment or employment.

24 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all
26 rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
elected and appointed officials, officers, agents and employees.

28 All insurance policies required by this contract shall give the County of Orange 30 days notice in the
30 event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy
provisions or an endorsement separate from the Certificate of Insurance.

32 The Commercial General Liability policy shall contain a severability of interests clause, also known
34 as a "separation of insureds" clause (standard in the ISO CG 001 policy)

36 Insurance certificates should be forwarded to the COUNTY address provided in the Clause
(NOTICES) below or to an address provided by Sheriff. LICENSEE has ten (10) business days to
38 provide adequate evidence of insurance or this License may be cancelled.

40 COUNTY expressly retains the right to require LICENSEE to increase or decrease insurance of any
of the above insurance types throughout the term of this License. Any increase or decrease in
42 insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately
protect COUNTY.

44 COUNTY shall notify LICENSEE in writing of changes in the insurance requirements. If LICENSEE
46 does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY
incorporating such changes within thirty (30) days of receipt of such notice, this License may be in
48 breach without further notice to LICENSEE, and COUNTY shall be entitled to all legal remedies.

2 The procuring of such required policy or policies of insurance shall not be construed to limit
4 LICENSEE's liability hereunder or to fulfill the indemnification provisions and requirements of this
6 License, nor in any way to reduce the policy coverage and limits available from the insurer.

8 **20. LABOR CODE COMPLIANCE (AMLC 14.1 S)**

10 As required by applicable law, LICENSEE acknowledges and agrees that all improvements or
12 modifications required to be performed as a condition precedent to the commencement of the term
14 of this License or any such future improvements or modifications performed by LICENSEE at the
16 request of COUNTY shall be governed by, and performed in accordance with, the provisions of
18 Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Section 1770,
20 et seq.). These provisions are applicable to improvements or modifications costing more than
22 \$1,000.

24 Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Orange
26 County Board of Supervisors has obtained the general prevailing rate of per diem wages and the
28 general prevailing rate for holiday and overtime work in the locality applicable to this License for
30 each craft, classification, or type of workman needed to execute the aforesaid improvements or
32 modifications from the Director of the State Department of Industrial Relations. Copies of said
34 prevailing wage rates may be obtained from the State of California, Department of Industrial
36 Relations or County Executive Officer.

38 As required by applicable law, LICENSEE agrees to pay or cause its contractors and/or
40 subcontractors to pay said prevailing wage rates at all times for all improvements or modifications
42 to be completed for COUNTY within the License Area, and LICENSEE herein agrees that LICENSEE
44 shall post, or cause to be posted, a copy of the most current, applicable prevailing wage rates at the
46 site where the improvements or modifications are performed.

48 As required by applicable law, LICENSEE shall maintain certified payroll records for all workers that
50 will be assigned to the improvements or modifications and shall produce said records upon request
by COUNTY or other State agency. Said payroll records shall contain, but not be limited to, the
complete name, address, telephone number, social security number, job classification and
prevailing wage rate for each worker.

If LICENSEE neglects, fails or refuses to provide said payroll records to COUNTY, upon request,
and LICENSEE was otherwise required to maintain such records by applicable law, such
occurrence shall constitute an event of default of this License and COUNTY may, notwithstanding
any other termination provisions contained herein terminate this License.

21. BEST MANAGEMENT PRACTICES (AMLC 15.1 S)

LICENSEE and all of LICENSEE'S, agents, employees and contractors shall conduct operations
under this License so as to assure that pollutants do not enter municipal storm drain systems which
systems are comprised of, but are not limited to curbs and gutters that are part of the street
systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact
"Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks,
streams, estuaries, lakes, harbors, bays and oceans).

The Santa Ana and San Diego Regional Water Quality Control Boards have issued National
Pollutant Discharge Elimination System (NPDES) permits ("Stormwater Permits") to the County of
Orange, and to the Orange County Flood Control District (DISTRICT) and cities within Orange

2 County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the
3 discharge of urban runoff from areas within the County of Orange, including the License Area. The
4 County Parties have enacted water quality ordinances that prohibit conditions and activities that
5 may result in polluted runoff being discharged into the Stormwater Drainage System.

6 To assure compliance with the Stormwater Permits and water quality ordinances, the County
7 Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local
8 Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs)
9 that parties using properties within Orange County must adhere to. As used herein, a BMP is
10 defined as a technique, measure, or structural control that is used for a given set of conditions to
11 manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These
12 BMPs are found within the COUNTY's LIP in the form of Model Maintenance Procedures and BMP
13 Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP
14 shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention
15 and source control techniques to eliminate non-stormwater discharges and minimize the impact of
16 pollutants on stormwater runoff.

17 BMP Fact Sheets that apply to uses authorized under this License include the BMP Fact Sheets
18 that are attached hereto as "**Exhibit D.**" These BMP Fact Sheets may be modified during the term
19 of the License; and COUNTY's Manager of Real Estate and Asset Management Division shall
20 provide LICENSEE with any such modified BMP Fact Sheets. LICENSEE, its agents, contractors,
21 representatives and employees and all persons authorized by LICENSEE to conduct activities on
22 the License Area shall, throughout the term of this License, comply with the BMP Fact Sheets as
23 they exist now or are modified, and shall comply with all other requirements of the Stormwater
24 Permits, as they exist at the time this License commences or as the Stormwater Permits may be
25 modified. LICENSEE agrees to maintain current copies of the BMP Fact Sheets on the License
26 Area throughout the term of this License. The BMPs applicable to uses authorized under this
27 License must be performed as described within all applicable BMP Fact Sheets.

28 LICENSEE may propose alternative BMPs that meet or exceed the pollution prevention
29 performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the
30 COUNTY's Manager of Corporate Real Estate for review and approval prior to implementation.

31 COUNTY's Manager of Corporate Real Estate may enter the License Area and/or review
32 LICENSEE'S records at any time to assure that activities conducted on the License Area comply
33 with the requirements of this section. LICENSEE may be required to implement a self-evaluation
34 program to demonstrate compliance with the requirements of this section.

35 **22. AUTHORITY (N)**

36 Each person executing this License on behalf of LICENSEE does hereby covenant and warrant that
37 (a) LICENSEE has full right and authority to enter into this License; and (b) each person signing this
38 License on behalf of LICENSEE is duly authorized to do so.

39 **23. TERMINATION OF PRIOR AGREEMENTS (AMLC-12.1N)**

40 It is mutually agreed that this License shall terminate and supersede any prior agreements between
41 the parties hereto covering all or any portion of the License Area. Notwithstanding the foregoing,
42 this provision shall not release Licensee from any obligations under any prior agreements to be
43 performed through the Effective Date of this License.
44

24. NOTICES (AMLC 16.1 S)

All notices pursuant to this License shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail and duly registered or certified with postage prepaid. If any notice is sent by registered or certified mail, as aforesaid, the same shall be deemed served or delivered twenty-four (24) hours after mailing thereof as above provided. Notwithstanding the above, COUNTY may also provide notices to LICENSEE by personal delivery or by regular mail and any such notice given shall be deemed to have been given upon receipt.

COUNTY

LICENSEE

Sheriff-Coroner Department
Communications Division
840 N. Eckhoff St., Suite 104
Orange, CA 92868-1021
Attn: Communications Director
And
Sheriff/Real Property Services
320 N. Flower Street, Suite 108
Santa Ana, CA 92703
Attn: Senior Real Property Agent
Email: rweems@ocsdfinancial.org

County of Riverside
EDA/Real Estate Division
3403 10th Street, Suite 500
Riverside, CA 92501
951-955-4822 (office)
951-955-4837 (fax)
Email: JRForce@rivcoeda.org

25. ATTACHMENTS TO LICENSE (AMLC 17.1 S)

This License includes the following, which are attached hereto and made a part hereof:

I. GENERAL CONDITIONS

II. EXHIBITS

- Exhibit A – Location Map/Site Plan
- Exhibit B – Equipment Technical Data Sheet
- Exhibit C – Service Charges
- Exhibit D – BMP Fact Sheets

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2 IN WITNESS WHEREOF, the parties have executed this License as of the day and year first written
above.

4
6 **APPROVED AS TO FORM:**
OFFICE OF COUNTY COUNSEL
8 ORANGE COUNTY, CALIFORNIA

10 By:  _____
12 Deputy

14 Date: 9/17/12

16
18 **RECOMMENDED FOR APPROVAL:**
SHERIFF-CORONER
20 REAL PROPERTY SERVICES

22 By:  _____
Senior Real Property Agent

LICENSEE


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

By:  _____
ROBERT FIELD


Title: Assistant County Executive
Officer/EDA

Date: _____

APPROVED AS TO FORM:
PAMELA J. WALLS, County Counsel

By:  _____
Patricia Munroe
Deputy County Counsel

COUNTY

 _____
Ignacio G. Ochoa
Director of OC Public Works
Per Resolution 09-011 and Minute
Order dated February 10, 2009 of the
Board of Supervisors

Date: 10/5/12

I. GENERAL CONDITIONS (AMLC GC 1-14S)

2
4 **1. PERMITS AND LICENSES (AMCL – GC1 S)**

6 LICENSEE shall be required to obtain any and all permits and/or licenses, which
8 may be required in connection with the operation of the License Area as, set out
10 herein. No permit, approval, or consent given hereunder by COUNTY, in its
12 governmental capacity, shall affect or limit LICENSEE's obligations hereunder,
nor shall any approvals or consents given by COUNTY, as a party to this
License, be deemed approval as to compliance or conformance with applicable
governmental codes, laws, rules, or regulations.

14 **2. SIGNS (AMLC – GC2 S)**

16 LICENSEE agrees not to construct, maintain, or allow any signs, banners, flags,
etc., upon License Area except as approved by the Communications Director.
Unapproved signs, banners, flags, etc., may be removed.

18 **3. LICENSE ORGANIZATION (AMLC – GC3 S)**

20 The various headings and numbers herein, the grouping of provisions of this
22 License into separate clauses and paragraphs, and the organization hereof, are
for the purpose of convenience only and shall not be considered otherwise.

24 **4. AMENDMENTS (AMLC – GC4 S)**

26 This License is the sole and only agreement between the parties regarding the
28 subject matter hereof; other agreements, either oral or written, are void. Any
30 changes to this License shall be in writing and shall be properly executed by both
parties.

32 **5. UNLAWFUL USE (AMLC – GC5 S)**

34 LICENSEE agrees no improvements shall be erected, placed upon, operated,
36 nor maintained on the License Area, nor any business conducted or carried on
therein or therefrom, in violation of the terms of this License, or of any regulation,
38 order of law, statute, bylaw, or ordinance of a governmental agency having
jurisdiction.

40 **6. INSPECTION (AMLC – GC6 S)**

42 COUNTY or its authorized representative shall have the right at all reasonable
44 times to inspect the operation to determine if the provisions of this License are
being complied with.

2 **7. INDEMNIFICATION (AMLC-GC7 N)**

4 LICENSEE does hereby agree to indemnify and save COUNTY harmless from
6 any damage proximately caused by LICENSEE, or arising out of, or in any way
8 connected with the exercise by LICENSEE of any rights herein granted or that
10 may arise from use of the License Area by the LICENSEE, to the extent legally
12 permissible by Government Code Section 14662.5 et seq. except to the extent
14 that any such damages or expenses suffered by COUNTY are the result of any
16 persons acting under or on behalf of COUNTY; except where COUNTY or
18 LICENSEE, as applicable, are found to have no liability by reason of any
immunity arising by statute or common law.

If any party to this License is held liable upon any judgment for damages caused
to third parties by a negligent, intentional or wrongful act or omission occurring in
the performance of this License and pays excess of its pro rata share in
satisfaction of such judgment, such party shall be entitled to contribution from the
other party to this License. The pro rata share of each party shall be determined
according to the comparative fault of the respective party(ies), as between them.

20 **8. TAXES AND ASSESSMENTS (AMLC – GC8 S)**

22 Although not anticipated, should this License create a possessory interest which
24 is subject to the payment of taxes levied on such interest, it is understood and
26 agreed that all taxes and assessments (including but not limited to said
28 possessory interest tax) which become due and payable in connection with this
License or upon fixtures, equipment, or other property used in connection with
this License, shall be the full responsibility of LICENSEE, and LICENSEE shall
cause said taxes and assessments to be paid promptly.

30 **9. PARTIAL INVALIDITY (AMLC – GC9 S)**

32 If any term, covenant, condition, or provision of this License is held by a court of
34 competent jurisdiction to be invalid, void, or unenforceable, the remainder of the
36 provisions hereof shall remain in full force and effect and shall in no way be
affected, impaired, or invalidated thereby.

38 **10. WAIVER OF RIGHTS (AMLC – GC10 S)**

40 The failure of COUNTY to insist upon strict performance of any of the terms,
42 covenants, or conditions of this License shall not be deemed a waiver of any right
44 or remedy that COUNTY may have, and shall not be deemed a waiver of the
right to require strict performance of all the terms, covenants, and conditions of
the License thereafter, nor a waiver of any remedy for the subsequent breach or
default of any term, covenant, or condition of the License. Any waiver, in order to
be effective, must be signed by the party whose right or remedy is being waived.
46

2 **11. CONDITION OF LICENSE AREA UPON TERMINATION (AMLC – GC11 S)**

4 Except as otherwise agreed to herein, upon termination of this License,
6 LICENSEE shall redeliver possession of said License Area to COUNTY in
8 substantially the same condition that existed immediately prior to LICENSEE's
entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of
war excepted.

10 **12. DISPOSITION OF ABANDONED PERSONAL PROPERTY (AMLC – GC12 S)**

12 If LICENSEE abandons the License Area or is dispossessed thereof by process
14 of law or otherwise, title to any personal property belonging to LICENSEE and
left on the License Area 10 days after such event shall be deemed, at COUNTY's
16 option, to have been transferred to COUNTY. COUNTY shall have the right to
remove and to dispose of such property without liability therefore to LICENSEE
18 or to any person claiming under LICENSEE, and shall have no need to account
therefore.

20 **13. TIME OF ESSENCE (AMLC – CG13 S)**

22 Time is of the essence of this License. Failure to comply with any time
requirements of this License shall constitute a material breach of this License.

24 **14. NO ASSIGNMENT (AMLC – GC14 S)**

26 The License granted hereby is personal to LICENSEE and any assignment of
28 said license by LICENSEE, voluntarily or by operation of law, shall automatically
terminate the License granted hereby.

30 **15. PAYMENT CARD COMPLIANCE (AMLC-G15 S)**

32 Should LICENSEE conduct credit/debit card transactions in conjunction with their
34 business with the COUNTY, on behalf of the COUNTY, or as part of the business
that they conduct, LICENSEE covenants and warrants that it is currently
36 Payment Card Industry Data Security Standard (PCI DSS) and Payment
Application Data Security Standards (PA DSS) compliant and will remain
38 compliant during the entire duration of this License. LICENSEE agrees to
immediately notify COUNTY in the event LICENSEE should ever become non-
40 compliant, and will take all necessary steps to return to compliance and shall be
compliant within ten (10) days of the commencement of any such interruption.

42 Upon demand by COUNTY, LICENSEE shall provide to COUNTY written
certification of LICENSEE's PCI/DSS and/or PA DSS compliance.

Equipment Technical Data Sheet

1.Tenant Name	Riverside County
2.Tower Site Name	Ortega Highway
3.Equipment Data Sheet Number	1
4.Equipment Rack Floor Location	H6

5.Tenant System/Channel Name	PSEC
6.Equipment Type	Simulcast Base Station
7.Manufacturer & Model	Motorola GTR8000
8.FCC Call Sign	Pending
9.Vertical Rack Space	Full Rack
10.County Furnished Circuit	None

	Transmitter	Receiver
11.Frequency	771.29375	801.29375
12.RF Filter Type	Cavity/Ferrite Combiner	Multi-coupler
13.RF Filter Rack Location	H6	H6
14.Antenna Model	WPA-70063-8CF-EDIN	WPA-70063-8CF-EDIN
15.Antenna Tower Location	E1	C1

16.Additional tenant systems in same rack Y/N	Yes
17.Data sheet preparation date	5/29/2012

Equipment Technical Data Sheet

1. Tenant Name	Riverside County
2. Tower Site Name	Ortega Highway
3. Equipment Data Sheet Number	2
4. Equipment Rack Floor Location	H6

5. Tenant System/Channel Name	PSEC
6. Equipment Type	Simulcast Base Station
7. Manufacturer & Model	Motorola GTR8000
8. FCC Call Sign	Pending
9. Vertical Rack Space	Full Rack
10. County Furnished Circuit	None

	Transmitter	Receiver
11. Frequency	770.78125	800.78125
12. RF Filter Type	Cavity/Ferrite Combiner	Multi-coupler
13. RF Filter Rack Location	H6	H6
14. Antenna Model	WPA-70063-8CF-EDIN	WPA-70063-8CF-EDIN
15. Antenna Tower Location	E1	C1

16. Additional tenant systems in same rack Y/N	Yes
17. Data sheet preparation date	5/29/2012

Equipment Technical Data Sheet

1.Tenant Name	Riverside County
2.Tower Site Name	Ortega Highway
3.Equipment Data Sheet Number	3
4.Equipment Rack Floor Location	H6

5.Tenant System/Channel Name	PSEC
6.Equipment Type	Simulcast Base Station
7.Manufacturer & Model	Motorola GTR8000
8.FCC Call Sign	Pending
9.Vertical Rack Space	Full Rack
10.County Furnished Circuit	None

	Transmitter	Receiver
11.Frequency	770.53125	800.53125
12.RF Filter Type	Cavity/Ferrite Combiner	Multi-coupler
13.RF Filter Rack Location	H6	H6
14.Antenna Model	WPA-70063-8CF-EDIN	WPA-70063-8CF-EDIN
15.Antenna Tower Location	E1	C1

16.Additional tenant systems in same rack Y/N	Yes
17.Data sheet preparation date	5/29/2012

Equipment Technical Data Sheet

1.Tenant Name	Riverside County
2.Tower Site Name	Ortega Highway
3.Equipment Data Sheet Number	4
4.Equipment Rack Floor Location	H7

5.Tenant System/Channel Name	PSEC
6.Equipment Type	Site Router
7.Manufacturer & Model	Motorola S2500
8.FCC Call Sign	N/A
9.Vertical Rack Space	Full Rack
10.County Furnished Circuit	None

	Transmitter	Receiver
11.Frequency	N/A	N/A
12.RF Filter Type	N/A	N/A
13.RF Filter Rack Location	N/A	N/A
14.Antenna Model	Click here to enter text.	Click here to enter text.
15.Antenna Tower Location	Click here to enter text.	Click here to enter text.

16.Additional tenant systems in same rack Y/N	Yes
17.Data sheet preparation date	5/29/2012

Equipment Technical Data Sheet

1. Tenant Name	Riverside County
2. Tower Site Name	Ortega Highway
3. Equipment Data Sheet Number	5
4. Equipment Rack Floor Location	H7

5. Tenant System/Channel Name	PSEC
6. Equipment Type	UPS
7. Manufacturer & Model	Eaton 9130
8. FCC Call Sign	N/A
9. Vertical Rack Space	Full Rack
10. County Furnished Circuit	None

	Transmitter	Receiver
11. Frequency	N/A	N/A
12. RF Filter Type	N/A	N/A
13. RF Filter Rack Location	N/A	N/A
14. Antenna Model	Click here to enter text.	Click here to enter text.
15. Antenna Tower Location	Click here to enter text.	Click here to enter text.

16. Additional tenant systems in same rack Y/N	Yes
17. Data sheet preparation date	5/29/2012

Equipment Technical Data Sheet

1.Tenant Name	Riverside County
2.Tower Site Name	Ortega Highway
3.Equipment Data Sheet Number	6
4.Equipment Rack Floor Location	H8

5.Tenant System/Channel Name	PSEC
6.Equipment Type	Punch Blocks
7.Manufacturer & Model	Motorola
8.FCC Call Sign	N/A
9.Vertical Rack Space	Full rack
10.County Furnished Circuit	None

	Transmitter	Receiver
11.Frequency	N/A	N/A
12.RF Filter Type	N/A	N/A
13.RF Filter Rack Location	N/A	N/A
14.Antenna Model	Click here to enter text.	Click here to enter text.
15.Antenna Tower Location	Click here to enter text.	Click here to enter text.

16.Additional tenant systems in same rack Y/N	No
17.Data sheet preparation date	6/19/2012

Equipment Technical Data Sheet

1.Tenant Name	Riverside County
2.Tower Site Name	Ortega Highway
3.Equipment Data Sheet Number	7
4.Equipment Rack Floor Location	Wall

5.Tenant System/Channel Name	PSEC
6.Equipment Type	2 GPS Antennas
7.Manufacturer & Model	Motorola
8.FCC Call Sign	N/A
9.Vertical Rack Space	None
10.County Furnished Circuit	None

	Transmitter	Receiver
11.Frequency	N/A	N/A
12.RF Filter Type	N/A	N/A
13.RF Filter Rack Location	N/A	N/A
14.Antenna Model		DS0900382701
15.Antenna Tower Location		Wall Mount

16.Additional tenant systems in same rack Y/N	No
17.Data sheet preparation date	5/29/2012

Equipment Technical Data Sheet

1.Tenant Name	Riverside County
2.Tower Site Name	Ortega Highway
3.Equipment Data Sheet Number	8
4.Equipment Rack Floor Location	B2

5.Tenant System/Channel Name	PSEC
6.Equipment Type	Microwave Radio
7.Manufacturer & Model	Alcatel MDR8506
8.FCC Call Sign	Pending
9.Vertical Rack Space	Full rack
10.County Furnished Circuit	None

	Transmitter	Receiver
11.Frequency	6683.75	6843.75
12.RF Filter Type	N/A	N/A
13.RF Filter Rack Location	N/A	N/A
14.Antenna Model	UHX8-59W	UHX8-59W
15.Antenna Tower Location	N/W Leg 37 Ft.	N/W Leg 37 Ft.

16.Additional tenant systems in same rack Y/N	No
17.Data sheet preparation date	6/4/2012

SERVICE CHARGES

OCSD/COMMUNICATIONS DIVISION BOARD APPROVED RATES

TIME AND MATERIAL RATES FOR ALL COMMUNICATIONS EQUIPMENT:

Repair of consoles/control stations	\$88 per hour plus parts and/or delivery
Remote Site Access	\$88 per hour

Exhibit C

BMP FACT SHEETS

IC17. SPILL PREVENTION AND CLEANUP

Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner¹. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	x
Metals	x
Bacteria	x
Oil & Grease	x
Organics & Toxicants	x
Pesticides	x
Oxygen Demanding	x

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

Spill Prevention

1. Develop procedures to prevent/mitigate spills to storm drain systems. Standardize reporting procedures, containment, storage, and disposal activities, documentation, and follow-up procedures.
2. Post "No Dumping" signs with a phone number for reporting illegal dumping and disposal.
3. Conduct routine cleaning, inspections, and maintenance
 - Sweep and clean storage areas consistently at a designated frequency (e.g. weekly, monthly). DO NOT hose down areas to storm drains.
 - Place drip pans or absorbent materials beneath all mounted taps, and at all potential drip and spill locations during filling and unloading of tanks. Reuse, recycle, or properly dispose of any collected liquids or soiled absorbent materials.
 - Check tanks (and any containment sumps) frequently for leaks and spills. Replace tanks that are leaking, corroded, or otherwise deteriorating with tanks in good condition. Collect all spilled liquids and properly dispose of them.

MINIMUM BEST MANAGEMENT PRACTICES	
<u>Pollution Prevention/Good Housekeeping</u>	
•	Develop procedures to prevent/mitigate spills to storm drain systems.
•	Post "No Dumping" signs with a phone number for reporting illegal dumping and disposal.
•	Conduct routine cleaning, inspections, and maintenance.
•	Properly store and handle chemical materials.
•	Protect materials stored outside from stormwater runoff.
•	Secure drums stored in an area where unauthorized persons may gain access to prevent accidental spillage, pilferage, or any unauthorized use.
•	Identify key spill response personnel.
•	Clean up leaks and spills immediately.
•	Report and track spills.
<u>Stencil storm drains</u>	
<u>Training</u>	
•	Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
•	Provide on-going employee training in pollution

¹ EPA "Preliminary Data Summary of Urban Stormwater Best Management Practices"

BMP FACT SHEETS

- Check for external corrosion of material containers, structural failures, spills and overfills due to operator error, failure of piping system, etc.
 - Inspect tank foundations, connections, coatings, and tank walls and piping system.
4. Properly store and handle chemical materials,
- Designate a secure material storage area that is paved with Portland cement concrete, free of cracks and gaps, and impervious in order to contain leaks and spills.
 - Do not store chemicals, drums, or bagged materials directly on the ground. Place these items in secondary containers.
 - Keep chemicals in their original containers, if feasible.
 - Keep containers well labeled according to their contents (e.g., solvent, gasoline).
 - Label hazardous substances regarding the potential hazard (corrosive, radioactive, flammable, explosive, poisonous).
 - Prominently display required labels on transported hazardous and toxic materials (per US DOT regulations).
5. Utilize secondary containment systems for liquid materials.
- Surround storage tanks with a berm or other secondary containment system.
 - Slope the area inside the berm to a drain.
 - Drain liquids to the sanitary sewer if available. DO NOT discharge wash water to sanitary sewer until contacting the local sewer authority to find out if pretreatment is required
 - Pass accumulated stormwater in petroleum storage areas through an oil/water separator.
 - Use catch basin filtration inserts.
6. Protect materials stored outside from stormwater runoff. Construct a berm around the perimeter of the material storage area to prevent the runoff of uncontaminated stormwater from adjacent areas as well as runoff of stormwater from the material.
7. Secure drums stored in an area where unauthorized persons may gain access to prevent accidental spillage, pilferage, or any unauthorized use.

Spill Control and Cleanup Activities

8. Identify key spill response personnel.
9. Adopt the Orange County Hazardous Materials Area Plan or an equivalent plan, which includes a set of planned responses to hazardous materials emergencies. The plan should include:
- Description of the facility, owner and address, activities and chemicals present
 - Facility map
 - Notification and evacuation procedures
 - Cleanup instructions
 - Identification of responsible departments
10. Clean up leaks and spills immediately.
- Place a stockpile of spill cleanup materials where they will be readily accessible (e.g. near storage and maintenance areas).
 - Utilize dry cleaning methods to clean up spills to minimize the use of water. Use a rag for small spills, a damp mop for general cleanup, and absorbent material for larger spills. If the spilled material is hazardous, then used cleanup materials are also hazardous and must be sent to a certified laundry (rags) or disposed of as hazardous waste. Physical methods for the cleanup of dry chemicals include the use brooms, shovels, sweepers, or plows.
 - Never hose down or bury dry material spills. Sweep up the material and dispose of properly.

BMP FACT SHEETS

- Clean up chemical materials with absorbents, gels, and foams. Use adsorbent materials on small spills rather than hosing down the spill. Remove the adsorbent materials promptly and dispose of properly.
- For larger spills, a private spill cleanup company or Hazmat team may be necessary.

11. Reporting

1. Report spills that pose an immediate threat to human health or the environment to local agencies, such as the fire department, and the Regional Water Quality Control Board.
2. Establish a system for tracking incidents. The system should be designed to identify the following:
 - Types and quantities (in some cases) of wastes
 - Patterns in time of occurrence (time of day/night, month, or year)
 - Mode of dumping (abandoned containers, "midnight dumping" from moving vehicles, direct dumping of materials, accidents/spills)
 - Responsible parties
3. Federal regulations require that any oil spill into a water body or onto an adjoining shoreline be reported to the National Response Center (NRC) at 800-424-8802 (24 hour).

Training

1. Educate employees about spill prevention and cleanup.
 - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
 - Educate employees on aboveground storage tank requirements.
 - Train all employees upon hiring and conduct annual refresher training.
2. Train employees responsible for aboveground storage tanks and liquid transfers on the Spill Prevention Control and Countermeasure Plan.

Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

References

California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003. www.cabmphandbooks.com

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July 1998 (Revised February 2002 by the California Coastal Commission).

Stormwater Management Manual for Western Washington. Volume IV Source Control BMPs. Prepared by Washington State Department of Ecology Water Quality Program. Publication No. 99-14. August 2001.

For additional information contact:

County of Orange/OC Watersheds

IC17 Spill Prevention and Control

3

BMP FACT SHEETS

Orange County Stormwater Program
(714) 955-0600
24 Hr. Water Pollution Hotline: 1-877-89SPILL
or visit our website at:
www.ocwaterahds.com

BMP FACT SHEETS

IC3. BUILDING MAINTENANCE

Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner¹. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	
Metals	x
Bacteria	x
Oil & Grease	
Organics & Toxicants	
Pesticides	
Oxygen Demanding	

MINIMUM BEST MANAGEMENT PRACTICES

Pollution Prevention/Good Housekeeping

- Properly collect and dispose of water when pressure washing buildings, rooftops, and other large objects.
- Properly prepare work area before conducting building maintenance.
- Properly clean and dispose of equipment and wastes used and generated during building maintenance.
- Store toxic material under cover when not in use and during precipitation events.

Stencil storm drains

Training

- Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
- Provide on-going employee training in pollution prevention.

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

1. Properly collect and dispose of water when pressure washing buildings, rooftops, and other large objects.
 - If pressure washing where the surrounding area is paved, use a water collection device that enables collection of wash water and associated solids. Use a sump pump, wet vacuum or similarly effective device to collect the runoff and loose materials. Dispose of the collected runoff and solids properly. Refer to fact sheet *IC24 Wastewater Disposal* for guidance on appropriate methods for disposal of wash water to the sanitary sewer.
 - If pressure washing on a landscaped area (with or without soap), runoff must be dispersed as sheet flow as much as possible, rather than as a concentrated stream. The wash runoff must remain on the landscaping and not drain to pavement.
2. Properly prepare work area before conducting building maintenance.

¹ EPA "Preliminary Data Summary of Urban Stormwater Best Management Practices"

BMP FACT SHEETS

- Use ground or drop cloths underneath outdoor painting, scraping, and sandblasting work, and properly dispose of collected material daily.
 - Use a ground cloth or oversized tub for activities such as paint mixing and tool cleaning.
3. Properly clean and dispose of equipment and wastes used and generated during building maintenance.
- Clean paint brushes and tools covered with water-based paints in sinks connected to sanitary sewers or in portable containers that can be dumped into a sanitary sewer drain. Brushes and tools covered with non-water-based paints, finishes, or other materials must be cleaned in a manner that enables collection of used solvents (e.g., paint thinner, turpentine, etc.) for recycling or proper disposal.
 - Properly dispose of wash water, sweepings, and sediments.
 - Properly store equipment, chemicals, and wastes.
 - Do not dump any toxic substance or liquid waste on the pavement, the ground, or toward a storm drain.
- OPTIONAL:
- Recycle residual paints, solvents, lumber, and other materials to the maximum extent practicable
4. Employ soil erosion and stabilization techniques when exposing large areas of soil.
- Confine excavated materials to pervious surfaces away from storm drain inlets, sidewalks, pavement, and ditches. Material must be covered if rain is expected.
 - Use chemical stabilization or geosynthetics to stabilize bare ground surfaces.
5. Store toxic material under cover when not in use and during precipitation events.
6. Properly dispose of fluids from air conditioning, cooling tower, and condensate drains.
7. Regularly inspect air emission control equipment under AQMD permit.
8. Switch to non-toxic chemicals for maintenance when possible.
- If cleaning agents are used, select biodegradable products whenever feasible
 - Consider using a waterless and non-toxic chemical cleaning method for graffiti removal (e.g. gels or spray compounds).
9. Use chemicals that can be recycled.
- Buy recycled products to the maximum extent practicable

Training

1. Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
2. Train employees on proper spill containment and cleanup.
 - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
 - Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.
 - Fact sheet IC17 discusses Spill Prevention and Control in detail.
3. Establish a regular training schedule, train all new employees, and conduct annual refresher training.
4. Use a training log or similar method to document training.

Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

BMP FACT SHEETS

References

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California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

King County Stormwater Pollution Control Manual, Best Management Practices for Businesses, King County Surface Water Management. July 1995. On-line:
<http://dnr.metrokc.gov/wr/dss/spcm.htm>

Stormwater Management Manual for Western Washington, Volume IV Source Control BMPs. Prepared by Washington State Department of Ecology Water Quality Program, Publication No. 99-14, August 2001.

For additional information contact:

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Orange County Stormwater Program
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or visit our website at:
www.ocwatersheds.com

BMP FACT SHEETS

IC21. WASTE HANDLING AND DISPOSAL

Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner¹. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	x
Metals	x
Bacteria	x
Oil & Grease	x
Organics & Toxicants	x
Pesticides	x
Oxygen Demanding	x

MINIMUM BEST MANAGEMENT PRACTICES

Pollution Prevention/Good Housekeeping

- Prevent waste materials from coming in direct contact with wind or rain.
- Keep waste collection areas clean.
- Secure solid waste containers when not in use.
- Regularly inspect, repair, and/or replace waste containers.
- Use all of a product before disposing of the container.
- Label and store hazardous wastes according to hazardous waste regulations.

Stencil storm drains

Training

- Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
- Provide on-going employee training in pollution prevention.

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

1. Prevent waste materials from coming in direct contact with wind or rain.
 - Cover the waste management area with a permanent roof.
 - If this is not feasible, cover waste piles with temporary covering material such as reinforced tarpaulin, polyethylene, polyurethane, polypropylene, or hypalon.
 - Cover dumpsters to prevent rain from washing out waste materials.
2. Design waste handling and disposal area to prevent stormwater runoff.
 - Enclose the waste handling and disposal area or build a berm around it.
 - Position roof downspouts to direct stormwater away from waste handling and disposal area.
3. Design waste handling and disposal area to contain spills.
 - Place dumpsters or other waste receptacles on an impervious surface.
 - Construct a berm around the area to contain spills.

¹ EPA - Preliminary Data Summary of Urban Stormwater Best Management Practices[®]

BMP FACT SHEETS

- Install drains connected to the public sewer or the facility's process wastewater system within these contained areas. DO NOT discharge to a public sewer until contacting the local sewer authority to find out if pretreatment is required.

BMP FACT SHEETS

4. Keep waste collection areas clean.
 - When cleaning around waste handling and disposal areas use dry methods when possible (e.g. sweeping, use of absorbents).
 - If water must be used, collect water and discharge to the sewer if permitted to do so. DO NOT discharge to a public sewer until contacting the local sewer authority to find out if pretreatment is required. If discharge to the sanitary sewer is not allowed, pump water to a tank and dispose of properly.
 - Post "No Littering" signs.
5. Secure solid waste containers when not in use.
6. Regularly inspect, repair, and/or replace waste containers.
7. Do not fill waste containers with washout water or any other liquid.
8. Use all of a product before disposing of the container.
9. Segregate wastes by type and label and date wastes.
 - Do not mix wastes; this can cause chemical reactions, make recycling impossible, and complicate disposal.
 - Ensure that only appropriate solid wastes are added to solid waste containers.
 - Certain wastes such as hazardous wastes, appliances, fluorescent lamps, pesticides, etc. may not be disposed of in solid waste containers.
10. Label and store hazardous wastes according to hazardous waste regulations.
 - Consult your local hazardous waste agency or Fire Department for details.
 - Obtain a hazardous waste generator license or permit if necessary.
12. Minimize waste.
 - Recycle materials whenever possible.
 - Modify processes or equipment to increase efficiency.
 - Identify and promote use of non-hazardous alternatives.
 - Reduction in the amount of waste generated can be accomplished using many different types of source controls such as:
 - Production planning and sequencing
 - Process or equipment modification
 - Raw material substitution or elimination
 - Loss prevention and housekeeping
 - Waste segregation and separation
 - Close loop recycling
 - Establish a material tracking system to increase awareness about material usage. This may reduce spills and minimize contamination, thus reducing the amount of waste produced.

Training

1. Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
2. Train employees in proper waste handling and disposal.
3. Train employees on proper spill containment and cleanup.
 - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
 - Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.
 - Fact sheet IC17 discusses Spill Prevention and Control in detail.

BMP FACT SHEETS

4. Establish a regular training schedule, train all new employees, and conduct annual refresher training.
5. Use a training log or similar method to document training.

Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

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