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☐ Consent

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



FROM: Economic Development Agency/Facilities Management

October 5, 2011

SUBJECT: Public Safety Enterprise Communications Project Ground Lease, Lake Hemet

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Consider the attached Addendum with the Final Environmental Impact Report for the County of Riverside's Public Safety Enterprise Communication (PSEC) Project, State Clearinghouse Number 2008021126;
- 2. Find that use of the site referenced herein will not result in any new significant environmental

ш		effects, will not substantially increase the severity of previously identified significant effects and not necessitate new mitigation measures;					
\\ \{ \}	3. Approve the addition of one additional communication site to the PSEC Project;						
nos Interim	FISCAL PROCEDURES APPROVED PAUL ANGULO, CPA, AUDITOR-CONTROLLER BY Annual Wong 9/22/11 SAMUEL WONG		Robert Field Assistant County Executive Officer/EDA				
1 9	EINANCIAL	Current F.Y. Total Cost:	\$ 50,000	in Current Year I	- ,	es	
d	DATA	Current F.Y. Net County Cost:	\$ 0	Budget Adjustm	• •	lo	
		Annual Net County Cost:	\$ 0	For Fiscal Year:	20	11/12	
4 6	COMPANION ITE	M ON BOARD OF DIRECTO	RS AGENDA: No				
APPROVED:	SOURCE OF FUI	NDS: PSEC Budget			Positions To Be Deleted Per A-30		
80		·			Requires 4/5 Vote		
APP Policy	C.E.O. RECOMM	e Office Signature	my mp	L			
Consent		MINUTES OF	THE BOARD OF	SUPERVISO	RS		

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Buster, Tavaglione, Stone, Benoit and Ashley

Nays:

None

Absent:

None

Date:

October 18, 2011

XC:

EDA, RCIT, Auditor

Kecia Harper-Ihem

Prev. Agn. Ref.: 3.37 of 12/18/07: 3.52 of 9/2/06

District: 3

Agenda N



WITH THE CLERK OF THE BOARD

/Dav 09/2010)

Economic Development Agency/Facilities Management Public Safety Enterprise Communications Project Ground Lease, Lake Hemet October 5, 2011 Page 2

RECOMMENDED MOTION: (Continued)

- 4. Ratify the attached Ground Lease and authorize the Chairman of the Board to execute the same on behalf of the County of Riverside; and
- 5. Authorize the Assistant County Executive Officer/EDA, or designee, to execute any other documents and administer all actions necessary to complete this transaction.

BACKGROUND:

The County of Riverside's existing law enforcement and emergency first responder voice communication network is lacking in coverage and functionality. As currently configured, the county's system of approximately 20 communication sites provides voice coverage to only about 60% of the county. The PSEC project will construct approximately 65 new communication sites to remedy this deficiency, and will ultimately provide communication coverage to approximately 95% of the county. The new system is urgently needed to ensure the safety of the public, Sheriff's deputies, and firefighters.

The Board of Supervisors approved a Program Environmental Impact Report (PEIR) for the project on September 2, 2008. The PEIR imposed a number of standard mitigation measures that were applicable to all of the sites. However, at the time of the PEIR's adoption, certain design details and a final location for a number of the sites had not been finalized. To provide for such a contingency, the PEIR prescribed mitigation measures to be implemented if a site or its supporting components (access roads, power alignments, etc.) were to be relocated to an area that had not been assessed and/or surveyed as part of the PEIR. This programmatic approach was adopted to allow modifications and expansion of the project's design without the need for recirculation of the PEIR. Specific measures prescribed in the PEIR required the County to determine if the impacts associated with the proposed modification/addition were consistent with the analysis and findings of the PEIR. Specific performance measures were adopted to identify the analysis necessary to make this determination.

Since adoption of the PEIR in September 2008, it has been determined that an additional communication site will be required to meet emergency services communication coverage objectives in the southern San Jacinto mountains. This area is currently without adequate emergency services communication coverage. Even though several other communication sites are currently located in this area (Marion Ridge and Santa Rosa Peak), terrain shadowing and other features associated with the area's rugged topography make coverage in some areas difficult to achieve. The San Jacinto Mountains are particularly fire-prone, and SR-74 is a curvy mountain road that requires regular emergency response calls. Numerous other roads in this portion of the San Jacinto Mountains lead to private inholdings within the San Bernardino National Forest (SBNF), and several hundred homes and other properties are located amongst the hilltops and canyons of this area. Emergency responders working in this area currently do so without reliable communication coverage. Even with development of other nearby PSEC communication sites (Ranger Peak and Red Mountain), communication coverage in this area would still be inadequate. Based on this deficiency, it was determined that an additional communication site would need to be constructed in the vicinity of Lake Hemet to provide coverage into the southern part of the San Jacinto Mountains. The addition of the Lake Hemet Communication Site, which is the subject of the attached addendum, is intended to supplement the coverage in this area and remedy the deficiency.

(Continued)

Economic Development Agency/Facilities Management Public Safety Enterprise Communications Project Ground Lease, Lake Hemet October 5, 2011 Page 3

BACKGROUND: (Continued)

Per the requirements of the PEIR, the County undertook implementing the mitigation prescribed in the PEIR in the event of network expansion. Pursuant to CEQA Section 15164, an addendum to the PEIR was prepared. The addendum (included as Attachment A) evaluates the environmental effects of the Lake Hemet Communication Site. This site was not specifically evaluated in the PEIR. The purpose and need for the site is summarized above, and is presented in greater detail in the attached addendum. The analysis for the site is also presented in the attached addendum, and incorporates the findings from the biological and cultural resources studies that were required as per the PEIR mitigation measures.

The PSEC project utilizes long-term ground leases in those situations where the site owner will not sell the small land parcel required for the wireless communication site. The proposed site in the Garner Valley area provides wireless communication coverage to the mountain areas east of ldyllwild along Highway 74.

The Ground Lease is summarized below:

Location:

Located on a portion of Assessor's Parcel Number 568-060-011

Lessor:

Lake Hemet Municipal Water District

Size:

Approximately 1,970 square feet

Term:

Fifty years commencing July 1, 2010,

Rent:

\$1,000 per year prepaid upon lease execution.

Rent Adjustments:

None

Utilities:

By County

Interior/Exterior

Maintenance:

By County

The attached Ground Lease has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

All associated costs for this Ground Lease will be fully funded through the PSEC budget. Riverside County Information Technology's (RCIT) annual budget will carry operating costs. RCIT will reimburse the Economic Development Agency (EDA) for all associated lease costs. Any necessary budget adjustments will come under separate cover to the Board.

Attachments:

Addendum #5 Ground Lease

RF:JRF:ra 13.690 10416 S:\Real Property\TYPING\Docs-13.500 to 13.999\13.690.doc

Original Negative Declaration/Notice of Determination was routed to County **Notice of Determination** Clerks for posting on. Appendix D To: From: ☐ Office of Planning and Research Public Agency: County of Riverside Address: 3403 10th Street, 4th Floor For U.S. Mail: Street Address: Riverside, CA 92501 P.O. Box 3044 1400 Tenth St. Contact: Rebecca Tsagris Sacramento, CA 95812-3044 Sacramento, CA 95814 Phone: (951) 955-8764 County Clerk Lead Agency (if different from above): County of: Riverside Address: 4080 Lemon Street, 1st Floor Address: Riverside, CA 92502-2204 Contact: SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources 2008021126 State Clearinghouse Number (if submitted to State Clearinghouse): Project Title: Public Safety Enterprise Communication (PSEC) project, Phase 2 Communication Sites Addendum #5 Project Location (include county): One new communication site in Riverside County. Project Description: Addendum #5 to Program EIR for construction of one new communication site. Site will consist of emergency services communication tower and equipment shelter within standard 100' by 100' fenced compound. This is to advise that the County of Riverside has approved the above described project on Lead Agency or Responsible Agency and has made the following determinations regarding the above described project: 1. The project [will will not] have a significant effect on the environment. 2. An Environmental Impact Report and Addendum were prepared for this project pursuant to the provisions of CEQA. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA. 3. Mitigation measures [were not] made a condition of the approval of the project. 4. A mitigation reporting or monitoring plan [was not] adopted for this project.

5. A statement of Overriding Considerations [was not] adopted for this project. 6. Findings [were were not] made pursuant to the provisions of CEQA. This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is

available to the General Public at: http://psec.co.riverside.ca.us/notice-deir.html

Signature (Public Agency) OCT 18 2011

Date

Title Board Assistant

Date Received for filing at OPR

Authority cited: Sections 21083, Public Resources Code. Reference Section 21000-21174, Public Resources Code.

Revised 2005

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This Lease is made this 16th day of September , 2010 by and between LAKE HEMET MUNICIPAL WATER DISTRICT, A California Water District Operating under the California Water District Law (Water Code Section 34000, et seq.) (hereinafter "Lessor" or "LHMWD"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter "Lessee").

RECITALS

- Lessor is the owner of that certain real property (hereinafter "the Property") situated in the County of Riverside, State of California, identified as Assessor's Parcel Number 568-060-011, more particularly depicted on Exhibit "A" (assessors' parcel map), attached hereto and incorporated herein.
- Lessor desires to lease a portion of the Property in the vicinity of its water tanks to Lessee as shown on Exhibit "B" attached hereto and incorporated herein.
- Lessee desires to lease such portion of the Property from Lessor, for the purpose of constructing, installing, operating, and maintaining a communications facility, tower and related equipment and structures to house such facilities and equipment.
 - D. Construction of the tower will be in a manner similar to Exhibit "C".

NOW, THEREFORE, the parties agree as follows:

- Recitals. The Recitals set forth hereinabove are an integral part of this Lease and they are therefore, incorporated herein by this reference thereto.
- <u>Premises</u>. Subject to the following terms and conditions, Lessor hereby leases to Lessee that certain ground space on the Property to install certain equipment and fixtures as indicated on Exhibit "B", attached hereto and incorporated herein by reference, including any applicable easements for utilities and access to the Premises, (hereinafter "the Premises"). Lessee agrees to restore Lessor's property to the original condition at Lessee's expense upon termination of the Lease, including returning fencing and landscaping back to the conditions that existed prior to the tenancy created by this Lease. Lessee further agrees to remove any hazardous material contaminant produced by Lessee's operations at the Premises in a code compliant manner.
- Initial Term. The Term of this Lease shall be for a period of fifty (50) years, commencing on July 1, 2010. Any holding over by Lessee after the expiration of said term shall be deemed a year to year tenancy upon the same terms and conditions in this Lease.
- Rent. Lessee shall pay the sum of One Thousand Dollars (\$1,000) per year to Lessor as rent. Rent for the entire term of fifty (50) years, in the sum of Fifty Thousand Dollars (\$50,000), shall be prepaid to Lessor upon commencement of the term of this Lease, except that, in the event of early termination pursuant to Section 11, the unearned prorated portion of the prepaid rent shall be reimbursed to Lessee.

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- Use. The Premises shall be used by Lessee for the purpose of operating electronic communication equipment by the Riverside County Information Technology Department (RCIT) County Fire and/or County Sheriff. Lessee shall have exclusive possession of the Premises together with appropriate non-exclusive access across Lessor's Property to the Premises, including any required utility access corridors. At any time during the term of this lease, and provided Lessee has constructed the facility, Lessor shall have the option to colocate Lessor's communication equipment on Lessee's tower on the Premises, at no rental or cost recovery expense, and Lessee shall allow such installation, in coordination with Lessee's Information Technology department. Lessee shall also use its best efforts to allow Lessor to co-locate Lessor's communication equipment on Lessee's towers and/or equipment shelters on other sites owned by, leased to, or under license to County of Riverside ("Other Sites"), for any towers and/or equipment shelters used by Lessee for like purposes. Lessor's right to colocate Lessor's communication equipment on Lessee's towers and/or equipment shelters on Other Sites is subject to the availability of sufficient space for the intended purpose and the reasonable review of technical specifications furnished by Lessor to Lessee and the setting of conditions by Lessee's Information Technology department to assure that the Lessee is able to co-exist and function properly, free of interference, and shall be governed by and subject to the terms and conditions set forth in a separate license agreement, including provisions to pay rent or cost recovery in accordance with rates adopted annually by the Riverside County Board of Supervisors...
- 6. <u>Utility Charges</u>. Lessee shall obtain a separate electric meter and shall pay, or cause to be paid, all charges for power, heat, air-conditioning, or other services used, rented or supplied to Lessee in connection with its use of the Premises. Lessor shall grant any necessary utility easement across the Property. Lessee shall maintain any new landscaping that it is required to install for a period of two years from the date of installation, after which Lessor shall assume maintenance responsibilities.
- 7. Acceptance of Premises. To the best of Lessor's knowledge there have been no hazardous material spills or underground fuel storage tanks on the Property, nor does it have knowledge of septic or drain fields or buried wastes on or within the Premises or Property. Lessee, at Lessee's option and sole cost, may conduct a Phase I Hazardous materials study and Lessor agrees to cooperate in completion of such study. Lessor shall inform Lessee of any present or future underground utilities placed by Lessor or Lessor's tenants so that Lessee may protect such improvements during construction and operation. Otherwise, Lessee accepts the Premises "as is" and acknowledges that Lessor has made no representation whatever concerning the fitness of the Premises for the use intended by Lessee. Lessee agrees to keep the Premises free of hazardous materials contamination and shall store and use fuels, lubricants, batteries and other similar materials in a safe and code complaint manner and assumes full responsibilities for such materials use within the Premises. If Lessee conducts a Phase 1 study, a complete copy of the Phase 1 report shall be provided to Lessor.
- 8. <u>Improvements by Lessee</u>. Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the purpose of preparing for the construction of Lessee's Facilities. Lessee has the right to

construct, maintain, install, repair and operate on the Premises radio and microwave communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, backup generators, utility lines, transmission lines, radio and microwave frequency transmitting and receiving antennae and supporting structures and improvements ("Lessee's Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Lessee shall have the right to install any warning signs on or about the Premises required by federal, state or local law. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Prior to construction, Lessee shall present construction drawings to Lessor for review and approval. Lessor shall have thirty (30) business days to provide comments in writing to Lessee. If no response has been received by Lessor within thirty (30) days, drawings and design will be deemed acceptable by Lessor.

Any subsequent material alterations, improvements or installation of fixtures shall not require prior written consent of Lessor, however written notice of such improvement or upgrade shall be provided to Lessor prior to commencement of construction, and any such improvement or upgrade shall comply with Section 12. Lessee may install additional radio or electronic equipment in its structure, on the Premises or on its tower without consent of the Lessor. All alterations and improvements made and fixtures installed by Lessee shall remain Lessee's property and may be removed by Lessee at or prior to the expiration of this Lease; provided, however, that such removal does not cause injury or damage to the Premises, or in the event it does, Lessee shall restore the Premises to good condition.

Any contractor on the property for the benefit of or at the direction of Lessee shall provide proof of workers compensation insurance to Lessor.

- 9. <u>Insurance</u>. Lessee is a local government entity created under the laws of the State of California, and is self-insured against any third party liability loss. Lessee shall cause Lessor and its governing board, officers, employees, contractors and agents to be listed as additional insured's under Lessee's self-insurance program, shall maintain its self-insurance program in full force during the term, and shall provide proof of self-insurance if requested by Lessor.
- 10. <u>Hold Harmless</u>. Lessee shall indemnify, defend and hold Lessor, its governing board, officers, employees, contractors and agents, harmless from and against any loss, liability, claim, damage or expense (including attorneys' fees) arising from or in any manner related to the use or occupancy of the Premises or the access thereto, except to the extent such loss, liability, claim, damage or expense is caused by the sole negligence or willful misconduct of the Lessor, its governing board, officers, employees, contractors or agents.
- 11. Option to Terminate. Lessee shall have the option to immediately terminate this Lease if the Premises are destroyed or damaged to the extent that they cannot be repaired, or with ninety (90) days written notice for any other reason at any time during the term of this Lease or any extension of this Lease. If Lessee terminates this Lease in accordance with this provision, Lessee at its sole cost shall remove all improvements from the Premises and leave the site free of debris.

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Lessor shall have the right to terminate this Lease in the event of Lessee's default or breach of any terms or conditions of this Agreement, including but not limited to failure to maintain and operate the Premises in accordance with applicable law and requirements, after providing thirty (30) days written notice to Lessee, whereupon Lessee shall have the option to avoid termination by correcting the default or breach before the termination date or, if correction is not possible before the termination date, by notifying Lessor, in writing, that it has commenced to correct the default or breach and the estimated date of completion. In the event of Lessor's termination for Lessee's default and failure to correct within the time specified above, Lessee at its sole cost shall remove all improvements from the Premises and leave the Premises free of debris.

- 12. <u>Interference</u>. Lessee shall operate the Premises in compliance with all Federal Communications Commission ("FCC") requirements and in a manner that will not cause interference to Lessor or other Lessees or licensees of the Property, provided that any such installations predate that of Lessee. Subsequent to the installation of Lessee's facilities, Lessor will not, and will not permit its Lessees or licensees to, install new equipment on or make any alterations to the Premises or the property contiguous thereto owned or controlled by Lessor, if such modifications are likely to cause interference with Lessee's operations. In the event interference occurs Lessor agrees to use best efforts to eliminate such interference within a reasonable time period. Lessee cannot install anything that conflicts with Lessor's communication equipment and operational needs, and in the future if Lessor needs to change Lessee's location, Lessee agrees to work with Lessor on finding a suitable solution for all. Lessor's failure to comply with this Section 12 shall be material breach of this Lease.
- 13. <u>Taxes</u>. Notice is hereby given pursuant to Revenue and Taxation Code section 107.6 that this Communications Site Lease may create a taxable possessory interest in the Premises. If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to Lessee's facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the property.
- 14. <u>Notices</u>. Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below or to such other addresses as from time to time shall be designated by the respective parties:

Lessee:

County of Riverside Economic Development Agency 3403 10th Street, Suite 500 Riverside, California 92501

_essor:

Lake Hemet Municipal Water District 26385 Fairview Avenue Hemet, California 92544 951-658-3241

15. Quiet Enjoyment & Interference. Lessor covenants that Lessee shall at all time during the term of this Lease peaceably and quietly have, hold and enjoy the use of the Premises so long as Lessee shall fully and faithfully perform the terms and conditions that it is required to perform under this Lease. Use of the Premises or Lessee's facilities by Lessor for its water service or other public purposes, including in the event of emergency, shall not be considered a breach of Lessor's obligation under this Section 15. Lessee agrees to install equipment of the type and frequency which will not cause harmful interference (which is measurable in accordance with then existing industry standards) to any equipment of Lessor which Lessor used prior to the date this Lease is executed by the parties. Moreover, Lessee

represents that during the term of this Lease, Lessee, shall not unreasonably interfere with Lessor's, as well as its invitees and guests, use and quiet enjoyment of Lake Hemet and the surrounding campground and recreational facilities.

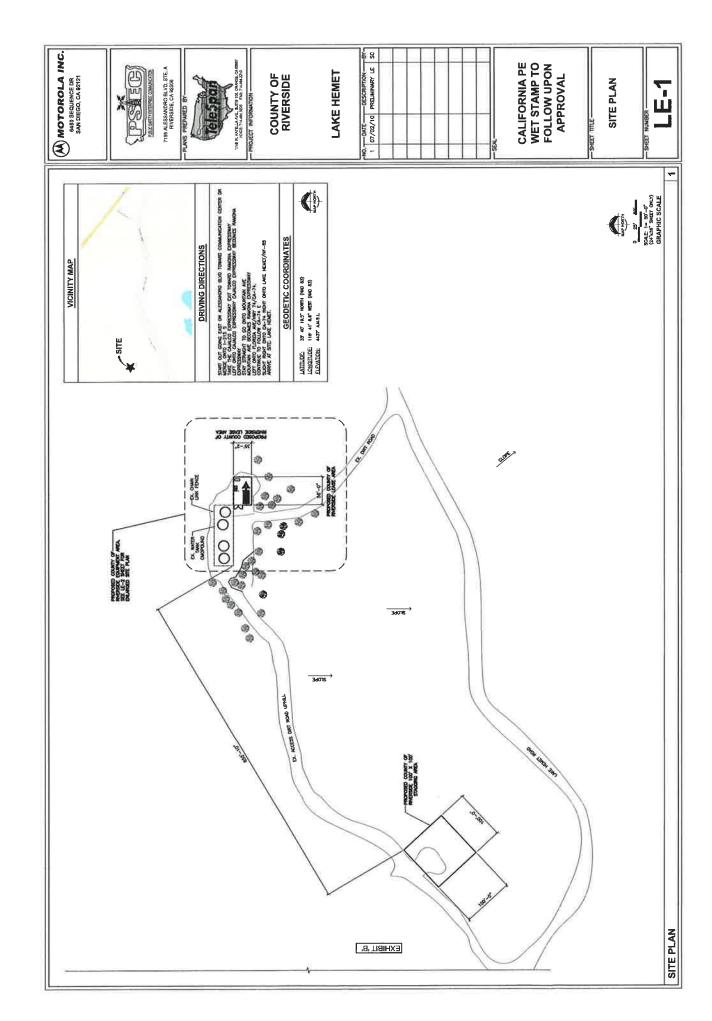
- 16. <u>Binding on Successors</u>. The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns all of the parties hereto.
- 17. <u>Severability</u>. The invalidity of any provision in this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
- 18. <u>Venue</u>. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provision of law providing for a change of venue in such proceedings to any other county.
- 19. Attorneys' Fees. In the event of any litigation or arbitration between Lessor and Lessee to enforce any of the provisions of this Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration.
- 20. <u>Entire Lease</u>. This Lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith. This Lease may be changed or modified only upon the written consent of the parties hereto.
- 21. <u>Interpretation</u>. The parties hereto have negotiated this Lease at arms length and with advice of their respective attorneys, and no provision contained herein shall be construed against either party solely because it prepared this Lease in its executed form.

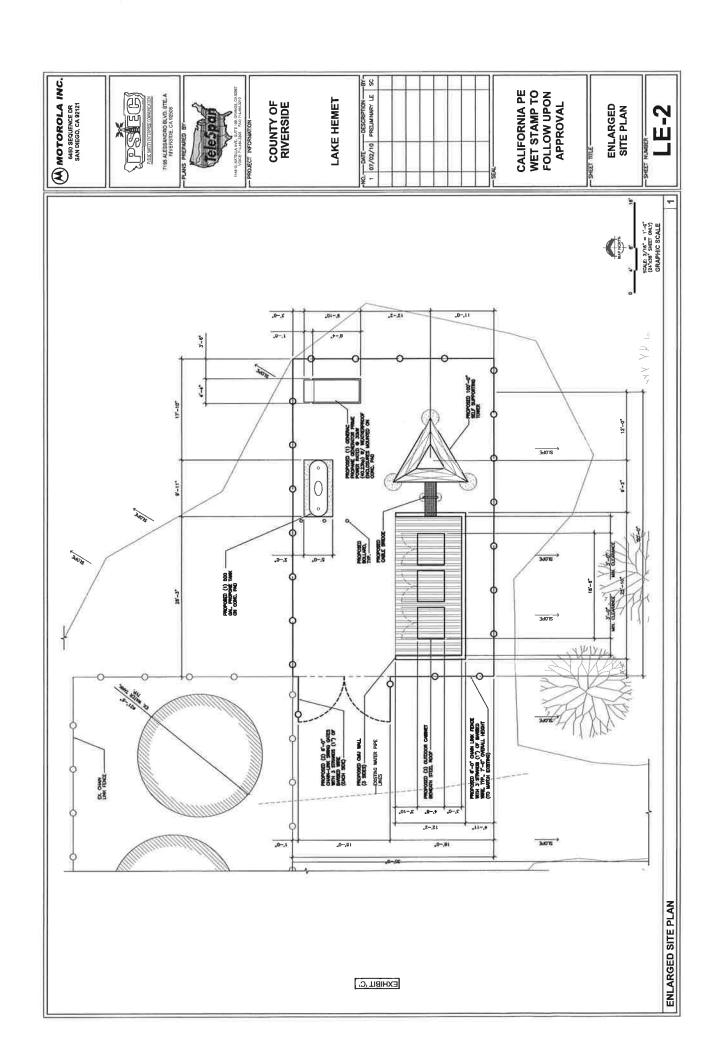
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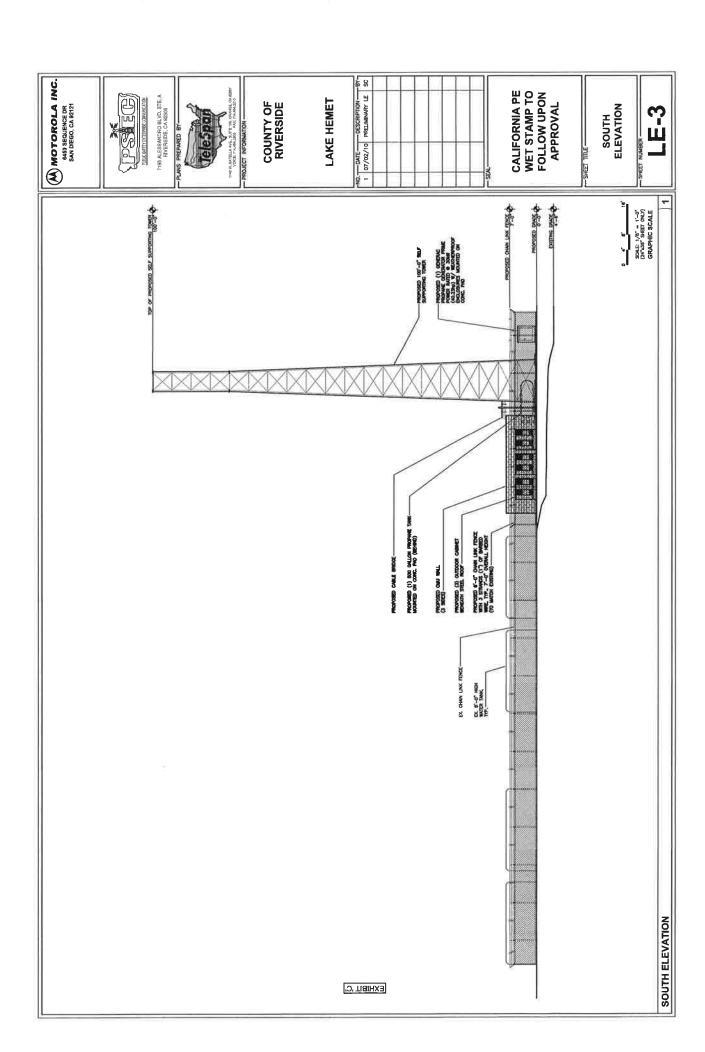
1 2	22. <u>Approval of Supervisors</u> . Anything a not be binding or effective until its approval at County Board of Supervisors and the RCWD B	to the contrary notwithstanding, this Lease shall nd execution by the Chairman of the Riverside oard of Directors.
3	Dated:	
4		LAKE HEMET MUNICIPAL WATER DISTRICT
5		= = =
6		By: Ilimus iv Wagman Thomas Wagoner 9/23/2010
7		General Manager
8		COUNTY OF RIVERSIDE
9		BV: Bob Buster
10		BOB BUSTER Chairman Board of Supervisors
11	A PRODUCTO AO TO FORM	
12	APPROVED AS TO FORM: Pamela J. Walls County Counsel	
13	1	
14	By: Tynthia M. Gonrel	
15	Synthia M. Gunzel Deputy County Counsel	
16		
JRF:ra 07/06/1017		
073IT 13.504 ₁₈		ATTEST:
10.504 18		KECIA HARPER-IHEM, Clerk
19		By Fally guton DERUTY
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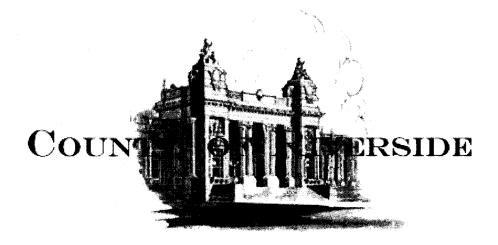
ASSESSOR'S MAP BK. 568 PG.06 RIVERSIDE COUNTY, CALIF ~

DATA: R/S 8/41, R.S.72/94-85 RS 74/9-RS 74/26, RS 100/14 GLO. PLAT, Co. Rds. 786-CC, 786-KK ST. HWY. 240 E₃ , R.S. 77 / 20









Prepared for

County of Riverside Economic Development Agency Vikki Kuntz, Environmental Planner 951-955-0166

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Section 1 – Background

On September 2, 2008, the Riverside County Board of Supervisors adopted the Program Environmental Impact Report (PEIR) for the Public Safety Enterprise Communication (PSEC) project. The PEIR assessed the environmental impacts likely to result from the construction and operation of up to 65 communication sites throughout Riverside County and adjoining areas of San Bernardino, San Diego, and Orange Counties.

The findings of the PEIR are hereby incorporated by reference into this addendum. The PEIR determined that the environmental impacts associated with the project would be less than significant for the majority of the environmental issues that were analyzed. This finding was based on the fact that all of the PSEC sites are virtually identical and would have the same types of impacts regardless of where they were located. Issues found to result in either No Impact or a Less Than Significant Impact with No Mitigation Required were as follows:

- Agricultural Resources
- · Geology and Soils
- Hazards and Hazardous Materials
- Land Use and Planning
- Mineral Resources
- Noise

- Population and Housing
- Public Services
- Recreation
- Transportation
- Utilities
- Climate Change

For several issue areas, the PEIR determined that potential impacts warranted the prescription of a number of standard mitigation measures. These mitigation measures were applicable to all of the sites, regardless of location. Issues found to result in a finding of Less Than Significant With Mitigation Required were as follows:

- Air Quality
- Biological Resources

- Cultural Resources
- Hydrology and Water Quality

The mitigation measures for biological and cultural resources included requirements for actions to be taken if a site were to change location or if additional sites not previously identified in the PEIR were proposed to be included as part of the overall PSEC project. The mitigation measures for air quality and hydrology and water quality were applicable to all sites, regardless of location or the specific characteristics present at a given site. Measures for biological resources and cultural resources, however, were applicable to all sites as well but were also specific to individual sites and areas. In addition, the measures for biological and cultural resources also included requirements for actions to be taken if a site were to change location or if additional sites not previously identified in the PEIR were proposed to be included as part of the overall PSEC project.

For one issue area, aesthetics, the PEIR determined that feasible mitigation to lessen the project's impacts in this regard was not available, and that the project's impact for this issue would be unavoidable and adverse.

Despite the project's potential unavoidable and adverse impact to aesthetic resources, the County determined that the project would provide specific safety benefits, increased communication, and other advantages that outweighed the unavoidable adverse

environmental impacts of the project, such that those impacts were considered acceptable. The benefits were defined as follows:

- Completion of the project will increase emergency communication coverage in the County from 60 percent to 95 percent of the County's land area for emergency service personnel and their cooperators;
- 2) The increased communication coverage will provide immeasurable benefits for all residents within the County. With better coverage, there will be adequate communication capability during emergency incidents (including wildfires, earthquakes, large-scale releases of hazardous substances, and other natural or man-made disasters) that cross jurisdictional boundaries or require multiple-agency cooperation;
- 3) The project will provide a secure voice and data communication network that is not dependent upon commercial facilities for its operation;
- 4) The collocation of PSEC sites will reduce the number of individual communication sites that would otherwise be required if each agency were to construct their own separate facilities; and
- 5) When weighed against the potential for significant loss of life and property resulting from deficiencies in current communication coverage, the resulting impacts from the proposed project are quite minimal.

Based on the identified benefits of the proposed project, and pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15093, the County adopted a Statement of Overriding Considerations for the project's potential unavoidable adverse impacts to aesthetics.

Section 2 – Allowance for Modification and Expansion

The PEIR imposed a number of standard mitigation measures that were applicable to all PSEC sites. As noted previously, mitigation measures related to air quality, hydrology and water quality were intended to apply to all sites, regardless of location. Mitigation measures related to biological and cultural resources were intended to be more site and area specific, and included requirements for actions to be taken if a site were to change location or if additional sites not previously identified in the PEIR were proposed to be included as part of the overall PSEC project.

At the time of the PEIR's adoption, certain design details and a final location for a number of the sites had not been finalized. To provide for such a contingency, the PEIR prescribed mitigation measures to be implemented if a site or its supporting components (access roads, power alignments, etc.) were to be relocated to an area that had not been assessed and/or surveyed as part of the PEIR. This programmatic approach was adopted to allow modifications to project design without the need for recirculation of the PEIR. Specific measures prescribed in the PEIR required the County to determine that the impacts associated with the proposed modification/addition were consistent with the analysis and findings of the PEIR. Specific performance measures were adopted to identify the analysis necessary to make this determination. Those measures were contained in a number of mitigation measures applicable to the sites assessed in this addendum, as follows:

Biological Resources

MM BR-1c

If any construction related to the proposed project, such as access roads, is anticipated to occur outside of the area surveyed for the June 3, 2008 Habitat Assessment Report, then additional habitat assessments shall be conducted by a qualified biologist prior to development to evaluate potential impacts. If these expanded surveys find that sensitive biological resources are present in the area to be impacted, then appropriate measures consistent with applicable laws and policies in effect at the time of the survey shall be undertaken to avoid or mitigate identified impacts. If the expanded surveys do not find sensitive biological resources in the area to be impacted, then development may then commence unimpeded within the parameters of applicable laws and policies governing such development.

MM BR-5a

A consistency analysis shall be prepared for all sites governed by the Western Riverside Multiple Species Habitat Conservation Plan (WRMSHCP). This analysis may be presented as a master document that incorporates analysis for all of the sites rather than separate documents for each site. Regardless of the manner in which the analysis is presented, the development of each site must be found consistent with the WRMSHCP by the Regional Conservation Authority (RCA) and payment of the mandatory mitigation fee must be submitted prior to the site's development. Payment of the fee and a determination of consistency with the requirements of the WRMSHCP is intended to provide full mitigation under CEQA, National Environmental Policy Act (NEPA), California Endangered Species Act, and Federal Endangered Species Act for impacts to the species and habitats covered by the WRMSHCP.

Cultural and Paleontological Resources

MM CR-1a

In the event that ground-disturbing activities extend beyond the limits of a 300-foot buffer from the surveyed site, then additional archaeological studies must be completed to determine whether historical properties or significant archaeological resources will be affected by the proposed construction plans. Ground disturbing activities may consist of, but are not limited to trenching for electrical power, creation of access roads, or access road improvements. The extent of these additional archaeological studies would be determined based upon the nature of the proposed construction plans beyond a 300-foot radius of the surveyed location. If these expanded surveys find that sensitive properties or resources are present in the area to be impacted, then appropriate measures consistent with applicable laws and policies in effect at the time of the survey shall be undertaken to avoid or mitigate identified impacts. If the expanded surveys do not find sensitive properties or resources in the area to be impacted, then development may then commence unimpeded within the parameters of applicable laws and policies governing such development.

Since adoption of the PEIR in September 2008, it has been determined that the provision of adequate emergency services communication coverage to certain portions of the County would not be met without the construction of additional communication sites beyond that assessed in the PEIR. In addition, one site that had been evaluated in the PEIR had to be relocated due to access issues and communication coverage deficiencies. As such, the

County undertook to implement the mitigation prescribed in the PEIR that was required in the event of site relocation or network expansion.

This addendum evaluates one new site (Lake Hemet) that was not specifically evaluated in the PEIR. The new site shares similar characteristics of all previously approved PSEC sites in that it possesses the same vegetation, habitat and visual characteristics of other sites. Additionally, the site will generally disturb and occupy the same amount of space as the previously approved PSEC sites. As per the PEIR, the PEIR mitigation measures relating to air quality and hydrology and water quality were generic in nature and were intended to be applied to all sites regardless of location. Therefore, further analysis for air quality and hydrology and water quality is not required for purposes of this addendum. For biological and cultural resources, the analysis for the Lake Hemet site is presented below, and the analysis incorporates the findings from the biological and cultural resources studies required as per the PEIR mitigation measures outlined above.

Section 3 – Site Evaluation and Consistency with the PEIR

3.1 – Lake Hemet Communication Site Addition

One area that was determined to be deficient in emergency services communication coverage was in the central part of the County in the southern portion of the San Jacinto Mountains. This area is currently without adequate emergency services communication coverage. Even though several other communication sites are located in this area (Marion Ridge and Santa Rosa Peak), terrain shadowing and other features associated with the area's rugged topography make coverage in some areas difficult to achieve. The San Jacinto Mountains are particularly fire-prone, and SR-74 is a curvy mountain road that requires regular emergency response calls. Numerous other roads in this portion of the San Jacinto Mountains lead to private inholdings within the San Bernardino National Forest (SBNF), and several hundred homes and other properties are located amongst the hilltops and canyons of this area. Emergency responders working in this area currently do so without reliable communication coverage. Even with development of other nearby PSEC communication sites (Ranger Peak and Red Mountain), communication coverage in this area would still be inadequate. Based on this deficiency, it was determined that an additional communication site would need to be constructed in the vicinity of Lake Hemet to provide coverage into the southern part of the San Jacinto Mountains. The addition of the Lake Hemet Communication Site, which is the subject of this addendum, is intended to supplement the coverage in this area and remedy the deficiency.

The Lake Hemet Communication Site is located in the southern San Jacinto Mountains near the northern shoreline of Lake Hemet, approximately 5.5 miles southeast of Idyllwild. The site is located at approximately 4,430 feet in elevation and provides an exceptional point from which to provide communication coverage to areas to the southeast. The site is located adjacent to a series of steel water tanks on the south-facing flank of a hill about 1,000 feet north of the Lake Hemet shoreline. The site is located within a series of sizeable private land inholdings within the SBNF in Section 8, Township 6 South, Range 3 East on the USGS Idyllwild, California, 7.5-minute topographic quadrangle. The County would lease a portion of land adjacent to the existing water tanks and construct a new tower and equipment enclosure for its use. Commercial electric power is available along Hemet Lake Road to the south, and would be extended approximately 300 feet up the side of the hill from an existing poleline to

the site. The site is accessible via a dirt road that leads from Hemet Lake Road. The site has been subject to disturbance associated with the construction and operation of the water tanks in the immediate vicinity. The site is very similar to a number of other previously approved PSEC sites with regards to the setting, habitat type, and vegetative characteristics that are present. The Marion Ridge site near ldyllwild, for example, is located adjacent to a series of water tanks atop a high, scrub-covered slope. Exhibits are included within Appendix A.1 of this addendum that show the Lake Hemet site's location and photographs of the site and surrounding area.

Since this additional proposed site was not assessed in the PEIR, the County has implemented the mitigation measures that were prescribed in the PEIR for new or relocated sites. Table 1, below, summarizes the PEIR mitigation measures that are relevant to the new Lake Hemet Communication Site. The table also provides justification as to whether or not the mitigation measures listed above in Section 2 apply to this site.

Table 1: PEIR Mitigation Measures Applicable to the Lake Hemet Communication Site

Mitigation Measure	Applicable to Lake Hemet Communication Site?			
Biological Resources				
BR-1c: Requirement for additional biological resources surveys if new sites are proposed or if a site changes location.	Yes. The Lake Hemet site is an all-new site that was not previously assessed for biological resources in the PEIR. A biological resources survey was completed and the findings are summarized below in Section 3.1.1.			
BR-5a: Preparation of WRMSHCP Consistency Analysis for sites within the MSHCP plan area.	Yes. The site is located within the WRCMSHCP plan area. A WRCMSHCP Consistency Analysis was prepared and the findings are summarized below in Section 3.2.1.			
Cultural Resources				
CR-1a: Requirement for additional cultural resources surveys if new sites are proposed or if a site changes location.	Yes. The Lake Hemet site is at a new location that was not previously assessed for cultural resources in the PEIR. A cultural resources survey was completed and the findings are summarized below in Section 3.2.2.			

3.1.1 - Biological Resources (Lake Hemet Communication Site Addition)

As per the relevant mitigation measures related to biological resources for this site, and noted above (MM BR-1c and MM BR-5a), a habitat assessment and WRMSHCP Consistency Analysis was prepared. The Consistency Analysis and the County's determination are attached to this addendum within Appendix B.1.

The County found that the proposed action at the proposed Lake Hemet Communication Site was consistent with WRMSHCP requirements and that development of the proposed project would not prevent the County of Riverside from achieving the conservation goals of the WRMSHCP. No adverse environmental effects from project implementation were identified. WRMSHCP fees would be paid during the standard construction permitting process. Based on these findings, it can be determined that the proposed Lake Hemet Communication Site is consistent with the findings contained in the PEIR, which determined that the project would not have a significant impact in regards to biological resources. As such, further action related to biological resources is not required.

3.1.2 – Cultural Resources (Lake Hemet Communication Site Addition)

As per the mitigation measure (MM CR-1a), a records search and a pedestrian cultural resources survey was conducted for the proposed site. A report that outlines the results of these efforts is included within Appendix C.1 of this addendum. The results of the records search indicated that no previously recorded cultural resources are located within the project impact area, but that 14 resources have been recorded within one mile. However, those resources are not located directly within the project impact area and would not be affected by construction. During the pedestrian survey, one prehistoric bedrock milling site was detected (Site Lake Hemet 001). Site Lake Hemet 001 was recorded onto a DPR 523 Form. This resource was not subjected to a subsurface testing program or evaluated for inclusion in the California Register of Historic Places, as the site is located beyond the direct project-related impact areas and is not proposed to be physically impacted.

Despite the negative findings during the pedestrian survey, the results of the records search and the discovery of a previously unknown resource in the immediate vicinity render it likely that significant and intact subsurface resources could be encountered during project implementation. Therefore, the project area appears to exhibit moderate to high sensitivity for cultural resources, and a monitoring program shall be implemented, as described in Appendix C.1 of this addendum. This monitoring program was included in the PEIR in the event that a site were to exhibit moderate to high potential for the presence of subsurface resources. As such, the requirement for a monitoring program at the Lake Hemet Communication Site is not new mitigation and is not grounds to recirculate the PEIR.

With implementation of the standard monitoring mitigation set forth in the PEIR, further action related to cultural resources is not required.

3.1.3 – Determination of Findings (Lake Hemet Communication Site Addition)

Based on the analysis contained in the above assessment, the County finds that the impacts of the proposed Lake Hemet Communication Site are consistent with the analysis and findings contained in the PEIR. The proposed project meets the criteria established in Public Resources Code Sections 15162 and 15164 of the CEQA Guidelines for an addendum to an EIR. Based on substantial evidence in the light of the whole record, it is determined that:

- No substantial changes are proposed which will require major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- 2) No substantial changes occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- 3) There is no new information of substantial importance, which was not shown or could not have been known with the exercise of reasonable diligence at the time the PEIR was certified as complete that shows that:
 - a. The project will have one or more significant effects not discussed in the PEIR.

- b. Mitigation measures or alternatives previously found not to be feasible in the PEIR would in fact be feasible, and would substantially reduce one or more significant effects of the project; and
- c. Mitigation measures or alternatives which are considerably different from those analyzed in the PEIR would substantially reduce one or more significant effects on the environment.

Based on the discussion provided above, no subsequent changes are proposed or would occur that necessitate the preparation of a subsequent EIR or other applicable CEQA document.

Appendix A – Communication Site Exhibits

All appendices are included on CD in the back inside cover of this addendum

Appendix B – Biological Resources Assessment All appendices are included on CD in the back inside cover of this addendum Appendix C — Cultural Resources Assessment
All appendices are included on CD in the back inside cover of this addendum