

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



ITEM: 3.10
(ID # 14145)

MEETING DATE:
Tuesday, February 09, 2021

FROM: FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Telecommunications License Agreement – Whitewater – State of California Department of Justice, District 5. CEQA Exempt [\$0] (Clerk to File CEQA Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption and 15061 (b)(3) "Common Sense" Exemption, and direct the Clerk of the Board to file the Notice of Exemption;
2. Ratify the attached Telecommunications License Agreement and authorize the Chairman of the Board to execute the document on behalf of the County;
3. Authorize the Director of Facilities Management, or their designee, to execute any other documents and administer all actions necessary to complete memorializing this transaction; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval of the project.

ACTION: Policy


Rose Salgado, Director of Facilities Management 1/12/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: February 9, 2021
xc: FM-RE, Record

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A Revenue Lease			Budget Adjustment: No	
			For Fiscal Year: 2020/21 – 2030/31	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The County of Riverside (County) has land rights by virtue of a fifty-year Right-of-Way Grant dated June 14, 1955 and extended through June 13, 2035 (Grant). The Grant issued by the United States Department of the Interior, Bureau of Land Management (BLM), refers to that certain parcel or tract of land together with all rights and privileges arising in connection therewith, located in the unincorporated area of Whitewater, Riverside County and identified by APN 516-130-011. The County has a PSEC communication site within the Grant area, which is commonly known as the Whitewater Peak Communication Site (Whitewater Peak).

The State of California, Department of Justice (DOJ) has had continuous and uninterrupted tenancy at Whitewater Peak since July 1, 1998 through a License Agreement and subsequent renewals between the County and DOJ. The term of the last executed License Agreement expired on March 31, 2019. For the past two years the DOJ has been in negotiations with Facilities Management- Real Estate (FM-RE) to extend the term of said License Agreement.

The attached Telecommunications License (License Agreement) represents a new ten (10) year term, which will commence retroactively on October 1, 2020 and expire on September 30, 2030. The terms of the License Agreement are further summarized as follows:

Lessee: State of California, Department of Justice

APN: 516-130-011

Current

New

Term: April 1, 2009 – March 31, 2019 October 1, 2020 – September 30, 2030

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Options:	None	None
Rent:	\$854.11	\$1,203.75
Utilities/ Maintenance:	Provided by County	Provided by County
Annual Escalation:	Board Approved Rates	Board Approved Rates

The License Agreement has been reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b) (3) and Section 15301 Class 1, Existing Facility, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The County's approval of the activity does not create any reasonably foreseeable physical change to the environment for this transaction.

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

Impact on Citizens and Businesses

The rent derived from this lease minus an administrative fee is directed to Riverside County Information Technology to help fund and pay for public safety communications which will benefit both businesses and residents alike.

**SUPPLEMENTAL:
Additional Fiscal Information**

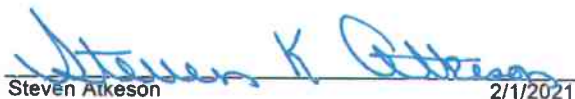
This License Agreement represents a revenue lease, and there are no net County costs for this transaction.

Attachments:

- Telecommunications License
- CEQA Notice of Exemption
- Aerial Image

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

JR:ar/12082020/BA008B/30.445



Steven Atkeson

2/1/2021



Gregory L. Priamos, Director County Counsel

1/28/2021

Telecommunications License
LICENSEE: California Department of Justice
LICENSOR: County of Riverside

Whitewater, Riverside County
State License No: 4715-001

PREAMBLE

This License Agreement, hereinafter referred to as the "Agreement" shall be effective as of the 9TH day of February, 2021 by and between COUNTY of RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the State of California at the direction and with the consent of the **California Department of Justice (DOJ)**, acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "LICENSEE". It is hereby agreed as follows:

1. Recitals

- (a) The County has legal rights, pursuant to a 50 year Right of Way dated June 14, 1955, and extended through June 13, 2035 ("ROW Grant"), as attached hereto as Exhibit "A," granted to the County of Riverside by the Bureau of Land Management ("BLM") to that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at the Whitewater Peak Communication Site, in the County of Riverside, State of California, currently identified by Assessor Parcel Number 516-130-011 (collectively "Property")
- (b) The County owns and operates certain electronic communications facilities at the site located at the Property, and Licensee desires the use of equipment space and antenna space thereon, hereinafter the ("Premises"), which are more fully depicted on the attached Exhibit "B," which is incorporated herein by reference; and
- (c) It is in the public interest and the best interest of the COUNTY that a license be granted to LICENSEE for use of the Premises on the terms and conditions herein contained, and the license granted to LICENSEE will not substantially conflict or interfere with the use of the Premises by the COUNTY; and
- (d) LICENSEE's use of COUNTY's property must not result in the installation or operation of equipment that in any way hinders, obstructs, or interferes with the COUNTY or any existing licensee.

2. Term

The LICENSEE has had a continuous and uninterrupted tenancy at this site under State Lease No.: 4715-001 since July 1, 1998. The term of this Agreement shall be for a period of ten (10) years, commencing October 1, 2020 ("Commencement Date"), and expiring at midnight, September 30, 2030.

3. Holding Over

Any holding over by LICENSEE after the termination or expiration of this Agreement, without exercising an option to extend, shall constitute a month-to-month tenancy and shall be subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable. The rental rate will increase by five percent (5%) above the last approved rent during the holdover period.

4. Board Approved Rates

- (a) Rates are reviewed annually by the Board of Supervisors with changes taking affect July 1 of each year. On the first of July of every year of the agreed upon Agreement terms, the rental rate for equipment rack mount fees, tower mount fees and an Administrative Fee will adjust based upon the rates approved by the County's Board of Supervisors.

5. Rent

- (a) Licensee shall pay the monthly rent ("Rent") to County in accordance with the rates approved and published by the Riverside County Board of Supervisors. Starting with the Commencement Date, the Rent shall be due and payable in arrears on the first day of each calendar month during the term of this Agreement. Rent pertaining to State Lease No.: 4715-001 shall be made payable to the County of Riverside at: 3133 Mission Inn Avenue, Riverside, California 92507.

6. Recurring Fees

- (a) Licensee shall pay County the following fees from legally available funds:
 - 1) Recurring Shelter Fee. Shelter fees calculated at \$554.11 per rack, per month, for a total shelter fee of \$554.11 per month ("Recurring Shelter Fee"). Such shelter fee is subject to annual review and adjustment by the Riverside County Board of Supervisors on July 1st of each year, beginning July 1, 2020, not to exceed twenty percent (20%) increase.
 - 2) Recurring Tower Fees. Fees for one (1) antenna placed upon the tower. Antenna fees are subject to annual review and adjustment by the Riverside County Board of Supervisors on July 1st of each year, beginning July 1, 2020, not to exceed twenty percent (20%) annually.
 - a. One (1) middle mounted antenna for a monthly fee of \$600.
 - b. Total monthly antenna fee is \$600
 - 3) Administrative Fee. There shall be a monthly administrative surcharge of 5.28% of the amounts paid under 6(a)1 and 6(a)2 above ($\$1,009.01 \times .0528 = \53.28), said percentage being subject to annual review and adjustment by the Riverside County Board of Supervisors on July 1st of each year, beginning July 1, 2018.
 - 4) Total Recurring Fees.

a. Recurring Shelter Fee	\$ 554.11
b. Fees for antennas placed upon the tower	\$ 600.00
c. Fees for administrative surcharge	\$ 53.28
Total monthly fees	\$ 1,203.75
 - 5) In the event Licensee fails, or refuses, to make its monthly rental payment thirty (30) days after the date as required in Section 5 above, Licensee shall pay to County an additional amount of twenty-five dollars (\$25.00) as an administrative charge, which charge represents a minimal cost incurred by County.

7. Use

- (a) COUNTY hereby grants to LICENSEE use of said facilities situated at the Premises, for the purpose of operating electronic communication devices as described in Exhibit "C", and for such other uses or purposes necessarily related thereto, including any applicable easements for utilities and access to the Premises.
- (b) LICENSEE shall, at LICENSEE's sole cost and expense, comply with the requirements of all local, state, and federal statutes, regulations, rules, ordinances, and orders now in force or which may be hereafter in force, pertaining to its permitted use of the Premises.

8. Access to Premises

- (a) Only the LICENSEE, its properly qualified and authorized agents, employees, and contractors shall have the right of ingress to and egress from said Premises. If communications equipment of LICENSEE is operated or maintained by anyone other than its regular employees, the admission of such persons to said site shall be permitted only upon the express advance written consent of COUNTY.
- (b) COUNTY will maintain control over site access. Riverside County IT staff will escort any individual with ingress and egress rights to Premises, according to Section 8 (a) above. Requests for escorts must be made according to the Ingress Procedures in Exhibit "D".

9. Site Safety and Cleanliness

LICENSEE shall maintain a clean and safe working environment. The COUNTY reserves the right to remove or expel from the site, any personnel, including contractors, observed working in an unsafe manner.

10. Inspection of Equipment

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

11. Change in Equipment

LICENSEE shall not cause or permit any change of any equipment installed by LICENSEE in the Premises, including power outputs or changes in the use of the frequencies described in Exhibit "C" herein attached, except upon making a written request to COUNTY for each such transaction and the obtaining of COUNTY's prior written consent.

12. Re-Allocation of Space

COUNTY will have the right at any time upon giving notice thereof to re-assign or re-allocate the amount or location of space for LICENSEE's communications equipment. In the event that a space re-allocation is made, LICENSEE shall within sixty (60) days of receipt of notice thereof, relocate its equipment in conformity with said re-allocation at the expense of the COUNTY.

13. Equipment Installation by LICENSEE

- (a) LICENSEE shall have the right, but not the obligation, at any time following the full execution of this Agreement and prior to the Commencement Date, to enter the Premises, provided that the Site Access provisions of the Access To Premises section above have been met, for the purpose of making necessary inspections and engineering surveys and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for LICENSEE's equipment.
- (b) Starting on the Commencement Date LICENSEE has the right to install, maintain, repair, modernize and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, radio frequency transmitting and receiving antennae and supporting structures and improvements ("LICENSEE's Facilities").
- (c) LICENSEE shall comply with federal, state or local signage requirements. LICENSEE shall at its own expense procure all signage and submit signage to the County for installation within 90 days of equipment installation.
- (d) Prior to any subsequent changes to the construction of LICENSEE's Facilities and/or Premises, LICENSEE shall present construction drawings to COUNTY and COUNTY's site supervisor for review and approval. COUNTY shall have forty-five (45) business days to provide comments in writing to LICENSEE. If no response has been received by LICENSEE within 45 days, drawings and design will be deemed acceptable by COUNTY. Changing of radio equipment, fixtures and antennae with "like kind" radio equipment, fixtures or antennae shall not be deemed to be changes to the construction for purposes of this section.

14. Disposition of LICENSEE's Equipment

- (a) During the term of this Agreement, all wires, equipment, and other personal property placed in, upon, or under the Premises by LICENSEE shall remain the property of LICENSEE and shall be removed by LICENSEE, at its sole cost and expense, within sixty (60) days after expiration or termination of LICENSEE's tenancy.
- (b) Should LICENSEE fail to remove said equipment and personal property within sixty (60) days after expiration or termination of the Agreement, COUNTY may do so at the risk of LICENSEE. Upon written demand by the COUNTY, LICENSEE shall immediately pay all costs and expenses of the removal of LICENSEE's personal property and equipment.
- (c) LICENSEE may, however, with written consent of the COUNTY, abandon in place any and all of LICENSEE's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in the COUNTY.

15. Tower Analysis

- (a) If additional antennas, microwave dishes and/or equipment are to be added to an existing tower, or if a structure other than a tower will be used to support a communication system, the COUNTY will perform the tower/structural analysis. All cost associated with the analysis will be the responsibility of the LICENSEE.

- (b) If it is determined that the addition of the LICENSEE's equipment would result in the tower or structure being overloaded, the LICENSEE shall be responsible for all costs and work necessary to bring the tower/structure into compliance prior to installation of LICENSEE's equipment. LICENSEE shall have the right to terminate this License without penalty if structural analysis reveals the costs to bring the tower/structure into compliance to be excessive.

16. Electrical and Heat Load Analysis

- (a) Prior to deployment of electronic equipment, the COUNTY will conduct an electrical and heat load analysis to determine if any electrical or HVAC upgrades are required to maintain optimal performance for the facility. All cost associated with the analyses will be the responsibility of the COUNTY.
- (b) If the COUNTY and LICENSEE mutually agree an upgrade is necessary to either the electrical or the HVAC system(s), the LICENSEE is responsible for all upgrades and costs associated with the upgrade to meet the commercial power, emergency power and heat load requirements.

17. Contract Support

COUNTY has the right to refuse LICENSEE's choice for contract support for equipment located within the shelter and/or on the radio tower provided, however, that such refusal shall not be unreasonably withheld. LICENSEE will provide and maintain updated contact information including names, business phone numbers, after hours contact phone numbers and cell phone numbers for all staff members providing maintenance/repair support.

18. Utilities

COUNTY shall provide, and pay for, all electrical services, including stand-by emergency and commercial electrical power services, for all site communication facilities with the exception of upgrades related to LICENSEE's equipment.

19. FCC Licenses

LICENSEE shall provide all FCC licenses to the COUNTY's Communications Site Manager along with its application. LICENSEE shall insure that the license is kept current along with all contact information.

20. Radio Frequency Radiation (RFR)

- (a) The COUNTY will conduct field testing after installation to certify and document RFR maximum permissive emission (MPE) standards established by the Federal Communications Commission (FCC) OET Bulletin 65 and FCC CFR 47 Part 1.1307. LICENSEE will be responsible for all costs associated with all field testing required prior to final approval of this Agreement.
- (b) Should additional equipment be required after this Agreement has been approved, LICENSEE will be responsible for all costs associated with additional field testing and RFR surveys for the additional equipment.
- (c) Should the RFR studies demonstrate that the addition of LICENSEE's equipment causes the overall site RFR levels to exceed current exposure levels, LICENSEE must take action within 72 hours, and is responsible for all mitigation costs associated with such action to return site to pre-existing exposure levels.

- (d) Prior to any field installation activity, the LICENSEE certifies herein that all personnel gaining access to Whitewater Peak have received RFR safety awareness training and tower climbers have been qualified. LICENSEE shall provide copies of certifications to Riverside County Communication Site Manager.

21. Interference

- (a) LICENSEE's equipment shall not disturb or interfere with the communications equipment and uses which exist on COUNTY's property and/or the Premises, and LICENSEE in the operation of LICENSEE's equipment shall comply with all non-interference rules of the Federal Communications Commission (FCC). LICENSEE agrees to make no changes to its operating equipment frequencies, without prior written approval of COUNTY, which approval shall not be unreasonably withheld, delayed or conditioned. It shall not be unreasonable for such approval by COUNTY to be withheld, delayed or conditioned if such changes will result in interference with the communications equipment and uses which exist on COUNTY's Premises on the date of the changes. LICENSEE agrees to maintain all its equipment to operate within the manufacturers and FCC specifications.
- (b) COUNTY shall conduct intermodulation studies prior to LICENSEE activating their equipment. LICENSEE shall be responsible for eliminating any potential intermodulation problems. For site-specific information, contact Riverside County Communication Site Manager.
- (c) In the event LICENSEE's installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the COUNTY, or any permitted occupant, at the COUNTY's facility, LICENSEE shall, at its sole cost and expense, immediately cease the interfering installation or operation. In the event of LICENSEE's inability or refusal to cease such interference within 72 hours, COUNTY may at its option, terminate this Agreement and evict LICENSEE.
- (d) Any interference and compatibility testing required hereunder for radio interference with other equipment at the COUNTY's facility, by such equipment installed, or by changes to said equipment, shall be made at the sole cost of LICENSEE by the County of Riverside. If the test is satisfactory to the COUNTY representative, a certification of such test signed by both the LICENSEE and the COUNTY representative will be forwarded to the COUNTY at locations indicated in "Notices" paragraph hereof. All costs incurred by the COUNTY to conduct compatibility testing will be reimbursed to the COUNTY by LICENSEE within thirty (30) days of the receipt of a bill from the COUNTY. Should payment not be received, COUNTY may at its option, terminate this Agreement and evict the LICENSEE.
- (e) COUNTY shall require compliance with provisions substantially the same as in this Section by all future licensees, or other parties granted or given rights to install or operate communications or other radio frequency transmitting equipment on the Premises.
- (f) The COUNTY will perform pre-installation engineering studies to predict potential interference from LICENSEE's equipment. The results may be distributed by COUNTY to existing tenants or licensees at COUNTY's discretion. COUNTY shall require its existing tenants/licensees to cooperate with LICENSEE in performing these engineering studies. This shall include providing LICENSEE all data necessary to perform the engineering study, including the tenants' transmitting frequencies, receiving frequencies, antenna pattern data and antenna model,

antenna azimuth, transmit power level, transmitter and receiver technical specifications, and any radio frequency filtering devices being used.

- (g) The COUNTY will conduct a pre-operational test to determine whether any actual interference will be caused by the operation of LICENSEE's equipment. The COUNTY shall notify all existing tenants of its intent to conduct the test and shall determine a date for the test jointly with existing tenants. LICENSEE and the participating tenants shall jointly agree on the duration, procedures and success criteria of the test, except that the test duration shall not be longer than 24 consecutive hours.
- (h) If LICENSEE or LICENSEE's equipment causes interference to other FCC licensees, LICENSEE shall take all steps necessary to correct or eliminate such interference. LICENSEE agrees to cure a case of interference within 72 hours upon notification. Notice will include verifiable evidence of interference, provided to LICENSEE by COUNTY or by any site supervisor of COUNTY; COUNTY may require that LICENSEE temporarily cease operation of its equipment, provided that it is determined conclusively that the interference is caused by the improper operation or malfunction of LICENSEE's equipment, until such interference be cured or eliminated. Without restricting LICENSEE's obligations under this Agreement, LICENSEE indemnifies COUNTY against all liability for interference to all COUNTY's tenants' equipment caused by improper operation of LICENSEE's or LICENSEE's equipment.

22. Workmanship Standards

The installation and maintenance of the electronic equipment of LICENSEE shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by the COUNTY, and be satisfactory to COUNTY. All electronic equipment will be installed according to Exhibit "E", County of Riverside Site Installation Standards.

23. Employees and Agents of LICENSEE

It is understood and agreed that all persons hired or engaged by LICENSEE shall be considered to be employees or agents of LICENSEE and not of COUNTY.

24. Permits, Licenses and Taxes

- (a) LICENSEE shall secure, at its expense, all necessary permits and licenses as it may be required to obtain, and LICENSEE shall pay for all fees and taxes levied or required by any authorized public entity. LICENSEE recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that LICENSEE may be subject to the payment of property taxes levied on such interest. COUNTY will cooperate with LICENSEE at no expense to COUNTY, in LICENSEE's effort to obtain such approvals in connection with said permits, licenses or other approvals.
- (b) If personal property taxes are assessed, LICENSEE shall pay any portion of such taxes directly attributable to LICENSEE's equipment. LICENSEE acknowledges that this Agreement may create a possessory interest that will subject the property to taxation, and further agrees to pay any such obligation. The Land is, and shall remain, tax exempt as long as County of Riverside remains the owner of the Land. COUNTY shall pay all real property taxes, assessments and deferred taxes on the property.

25. Compliance with Laws

LICENSEE shall, at LICENSEE's sole cost and expense, comply with the requirements of all local, state and federal statutes, laws, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the Premises and use of the Premises as provided by this Agreement. The final judgment, decree or order of any Court of competent jurisdiction, or the admission of LICENSEE in any action or proceedings against LICENSEE, whether LICENSEE be a party thereto or not, that LICENSEE has violated any such statutes, regulations, rules, or ordinances, or orders, in the use of the Premises, shall be conclusive of that fact as between COUNTY and LICENSEE.

26. Binding on Successors

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

27. Waiver of Performance

No waiver by COUNTY at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

28. Severability

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

29. Venue

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

30. Attorneys' Fees

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

31. Notices

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

LICENSEE:

Department of General Services
 Lease Management (2480-001)
 707 3rd Street, Fifth Floor
 West Sacramento, CA 95605

COUNTY:

County of Riverside
 Facilities Management
 Real Estate Division
 3133 Mission Inn Avenue
 Riverside, California 92507

Copies to:

Department of Justice
 Telecommunications Section
 1300 I Street, 8th Floor
 Sacramento, CA 95814

32. COUNTY's Representative

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

33. Agent for Service of Process

It is expressly understood and agreed that in the event LICENSEE is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, LICENSEE shall file with COUNTY's Director of Facilities Management, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon LICENSEE.

It is further expressly understood and agreed that if for any reason service of such process upon such agent is not feasible, then in such event LICENSEE may be personally served with such process out of this COUNTY and that such service shall constitute valid service upon LICENSEE. It is further expressly understood and agreed that LICENSEE is amendable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

34. Termination by COUNTY

(a) COUNTY shall have the right to immediately terminate this Agreement if:

- 1) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of LICENSEE as a debtor.
- 2) In the event that LICENSEE makes a general assignment, or LICENSEE's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.
- 3) In the event of abandonment of the Premises by LICENSEE.
- 4) In the event LICENSEE fails or refuses to meet its rental obligation, or any of them, hereunder or as otherwise provided by law.

- 5) In the event LICENSEE fails or refuses to perform, keep or observe any of its duties or obligations hereunder; provided, however, that LICENSEE shall have sixty (60) days in which to correct its breach or default after written notice thereof has been sent to LICENSEE by COUNTY, unless otherwise indicated in Section 36 Default. A sixty (60) day cure period shall not apply to Section 5 Rent.

35. Termination by LICENSEE

- (a) LICENSEE shall have the right to terminate this Agreement in the event COUNTY fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that COUNTY shall have sixty (60) days in which to correct its breach or default after written notice thereof has been served on it by LICENSEE; provided, further, that in the event such breach or default is not corrected, LICENSEE may elect to terminate this Agreement in its entirety, and such election shall be given by an additional ninety (90) days written notice to COUNTY.
- (b) LICENSEE shall have the option to terminate this Agreement, at any time, by giving written notice to the COUNTY a minimum of ninety (90) days prior to the date when such termination shall become effective.

36. Default

- (a) The following shall be deemed events of default by LICENSEE under this Agreement:
 - 1) The Rent provided for in this Agreement remains unpaid for thirty (30) days after notice that the rent is overdue.
 - 2) LICENSEE fails to comply with any of the terms, conditions and covenants herein, (except Section 21 Interference, which shall govern in the event of frequency interference) and does not cure such default within forty-five (45) days after notice thereof to LICENSEE or, if such default cannot be cured within the forty-five (45) day period with reasonable diligence and in good faith, LICENSEE does not cure such default within sixty (60) days after the date of such notice.
 - 3) The non-renewal, revocation or cancellation of the construction permit and/or license issued to LICENSEE by the FCC and/or, CPUC, or any other federal, state or local authority, for purposes of conducting its communications operation at the Premises.

37. Quiet Enjoyment

LICENSEE shall have, hold and quietly enjoy the use of the Premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this Agreement.

38. Free From Liens

LICENSEE shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to LICENSEE, in, upon, or about the Premises, and which may be secured by a mechanics', materialmen's or other lien against the property of County or County's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if LICENSEE desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is

not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, LICENSEE shall forthwith pay and discharge said judgment.

39. Insurance. Without limiting or diminishing the LICENSEE'S obligation to indemnify or hold the COUNTY harmless, LICENSEE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the "COUNTY" herein refers to the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(a) Workers' Compensation:

If the LICENSEE has employees as defined by the State of California, the Licensee shall maintain statutory Workers' Compensation. Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

(b) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LICENSEE'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then LICENSEE shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

(d) General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY'S Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) LICENSEE must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY'S Risk Manager, LICENSEE'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement

with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) LICENSEE shall cause LICENSEE'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. *Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LICENSEE insurance carrier(s) policies does not meet the minimum notice requirement found herein, LICENSEE shall cause LICENSEE'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.*

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LICENSEE shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the LICENSEE'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the use of Premises; or, there is a material change in the equipment on the Premises; or, the term of the Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the LICENSEE has become inadequate.

7) LICENSEE shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9) Licensee agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

It is understood and agreed by both parties that the LICENSEE is a self-insured public entity for purposes of addressing all line of insurance coverage required in this Agreement.

40. Acceptance of Premises

COUNTY represents that it has no knowledge of hazardous materials on the Premises or the Property or nearby, nor does it have knowledge of spilled materials, underground fuel storage tanks, septic or drain fields or buried wastes on or within the Premises or Property. LICENSEE, at their option and sole cost, may conduct a Phase I Hazardous materials study and County agrees to cooperate in completion of such study. Otherwise, LICENSEE accepts the Premises "As Is" and acknowledges that COUNTY has made no representation concerning the fitness of the Premises for the use intended by LICENSEE. LICENSEE 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, code complaint manner, and assumes full responsibilities for such materials use within the Premises.

41. Hold Harmless

- (a) LICENSEE shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability to the extent legally permissible by Government Code Section 14662.5 based or asserted upon any services or act or omission of LICENSEE, its officers, employees, subtenants, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of LICENSEE, its officers, employees, subtenants, agents or representatives Indemnitors from this Agreement. LICENSEE shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions
- (b) With respect to any action or claim subject to indemnification herein by LICENSEE, LICENSEE shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LICENSEE'S indemnification to Indemnitees as set forth herein.
- (c) LICENSEE'S obligation hereunder shall be satisfied when LICENSEE has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- (d) The specified insurance limits required in this Agreement shall in no way limit or circumscribe LICENSEE'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.
- (e) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the LICENSEE from indemnifying the Indemnitees to the fullest extent allowed by law.

42. Assignment

- (a) LICENSEE cannot assign, sublet in any manner any of its rights, duties or obligations hereunder to any person or entity without the advance written consent of COUNTY.
- (b) LICENSEE shall not have the right to assign, sublease or otherwise transfer in any manner this Agreement or any interest in the Premises and its rights herein, in whole or in part, without COUNTY's advance written consent.
- (c) LICENSEE shall not mortgage, hypothecate or otherwise encumber the land or the Premises of COUNTY, or allow a lien to be placed on the property but may pledge or substitute its physical assets (the tower structure, shed, fixtures, radio equipment and antennae) as collateral on any financing instrument.
- (d) COUNTY may mortgage its land but shall not encumber any of the physical assets of LICENSEE or any license.
- (e) LICENSEE reserves the right to substitute other State of California agencies, and such substitution shall not be considered an event of assignment or sublease pursuant to this paragraph; provided, however, that LICENSEE provides County with advanced written notice of such substitution.

43. Hazardous Materials

- (a) LICENSEE agrees to abide by all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits pertaining to the protection of human health and/or the environment.
- (b) LICENSEE shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by LICENSEE, its agents, employees, contractors or invitees, except batteries in type and configuration approved by COUNTY, coolants used for cooling systems and reasonable amounts of cleaning supplies or materials usually used within the Premises, provided, however, such supplies or materials are reasonable. Except as provided herein, LICENSEE shall not cause or permit any other material classified as hazardous to be brought upon, kept or used in or about the Premises by LICENSEE, its agents, employees, contractors or invitees, without the prior written consent of COUNTY, which consent shall not be unreasonably withheld so long as LICENSEE demonstrates to COUNTY's reasonable satisfaction that such hazardous material is necessary to LICENSEE's use of the Premises.
- (c) During the term of this Agreement and any extensions thereof, LICENSEE shall not violate any federal, state or local law, or ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the Premises including, but not limited to, soil and groundwater conditions. Further, LICENSEE, its successors, assigns and sublicensee's, shall not use, generate, manufacture, produce, store or dispose of on, under or about the Premises or transport to or from the Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous materials").

- (d) As used herein, the term "hazardous material(s)" also means (a) any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (b) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), as amended from time to time, and regulations promulgated thereunder; (c) any oil, petroleum products and their by-products; and (d) any substance which is or becomes regulated by any federal, state or local governmental authority. Any substance which is exempt from regulation under the definitions or exemptions in any of the statutes, regulations or ordinances referenced herein is also excluded from the provisions of this Agreement.
- (e) COUNTY and LICENSEE agree that any hazardous material permitted on the Premises or the Property of which it is part and all containers therefore shall be used, kept, stored and disposed of in a manner that complies with all applicable federal, state and local laws or regulations pertaining to any such hazardous material, and shall not cause public or private nuisance or trespass.
- (f) Upon termination of this Agreement and at the written request of COUNTY, LICENSEE, at its sole cost and expense, shall remove in the manner required by law any storage tanks or other hazardous materials located upon the Premises solely as a result of LICENSEE's actions or the actions of LICENSEE's agents, employees, contractors or invitees.

44. Entire Agreement

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

45. Interpretation of Agreement

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

46. Future User's Obligation

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

47. Supersedes Prior

Effective upon acceptance and occupancy of this space hired herein, this Agreement supersedes and voids any prior license or lease between the COUNTY and the LICENSEE identified in this Agreement in regard to the Premises.

48. Subrogation

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

49. Essence of Time

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

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

LICENSEE:

STATE OF CALIFORNIA

APPROVED:

Director of the Department of General Services

By: *Tony Psihopaidas*
TONY PSIHOPAIDAS, Manager
State Owned Leasing and Development
11/24/2020

LICENSOR:

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

By: *Karen S. Spiegel*
KAREN SPIEGEL
CHAIR, BOARD OF SUPERVISORS

APPROVAL RECOMMENDED:

Department of General Services

Real Estate Services Division

By: *Kim Tsumura*
KIMBERLEY TSUMURA
Senior Real Estate Officer

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, County Counsel

By: *[Signature]*
WESLEY STANFIELD
Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By: *[Signature]*
DEPUTY

CONSENT:

DEPARTMENT OF JUSTICE

By: *[Signature]*
CHRIS RYAN, Chief
Division of Operations

Exhibit B
Premises Depiction



Exhibit C
Technical Data Sheet

Site Name	Whitehill, White Water Peak	Application Type	New/Renewal <input checked="" type="checkbox"/> Modification <input type="checkbox"/>	Date	12/04/2018
County Site Manager	Howard Newton 951-955-0565	Latitude	33 55 25.80N		
Radio Engineer	Howard Newton 951-955-0565	Longitude	116 37 0.83W		
Site Description	The Site consists of the telecommunications tower and equipment pad located in the City of Banning, COUNTY of Riverside, CA. The access road is owned and controlled by [REDACTED]				
Legal Description (if available)					
CUSTOMER SITE INFORMATION					
Customer Name/Org	Department of Justice				
Customer Site Name	White Water Peak	Customer Site Num	File No. 4735-001		
Summary of Work to be completed on Site:					
N/A - Lease renewal					
PROJECT CONTACT INFORMATION					
Primary Contact	Madeline Jimenez			Only POC for Deliverables <input type="checkbox"/>	
Company/Organization	Department of Justice				
Address, City, State, Zip	1300 I Street, 8 th Floor, Sacramento, CA 95814				
Office Phone	916-210-7107	Email	Madeline.Jimenez@doj.ca.gov		Cell
CUSTOMER ADDITIONAL CONTACT INFORMATION					
	Firm or Contact Name	Email		Phone	
RF Engineer	Nimitta Haile	Nimitta.Haile@CalOes.ca.gov		916-657-9241	
Construction PM	N/A				
Other					
DELIVERABLES TO BE SENT TO					
Agreement Draft/Final	Kimberley Tsumura	Kim.Tsumura@dgs.ca.gov		916-375-4050	
Company / Organization	Department of General Services, Real Estate Services Division				
Address	707 3 rd Street, 5 th Floor, West Sacramento, CA 95605				
Legal Entity Name					
Signatory Full Name/Title	Tony Psihopaidas, Manager	Tony.Psihopaidas@dgs.ca.gov		916-375-4040	
Address, City, State, Zip	707 3 rd Street, 5 th Floor, West Sacramento, CA 95605				
Attn: Full Name	Kimberley Tsumura				

NOTE: Based on customer requirements, the following analyses may be required, for which the customer will be responsible for all costs:

Radio Frequency Radiation Studies (required by FCC Regulation)
 Tower Analysis Electrical Analysis
 BTU Analysis Intermodulation Studies

GROUND SPACE REQUIREMENTS				
Dimensions	Length (ft)	Width (ft)	Height (ft)	Or Sq. Ft
Primary Contiguous Lease Area				
Minimum space required if requested area not available				
Inside Shelter <input type="checkbox"/>	Floor DIMS Needed			
Custom Shelter <input type="checkbox"/>	Dimensions			
Pad for Shelter <input type="checkbox"/>	Dimensions			
Stoop <input type="checkbox"/>	Dimensions			
Outdoor Cabinets <input type="checkbox"/>	Dimensions			
Pad for Cabinets <input type="checkbox"/>	Dimensions			
RACK SPACE REQUIREMENTS				
(application will not be considered complete without Equipment Information)				
Equipment Manufacturer(s)		Equipment Measurements		
1 each Chatsworth Products (CPI) Communication Rack		19" W x 7.5' H x 20"D		
containing GoDan MT-4B radio, Crescent Power Amplifier, Duplexer,				
Teleways IM Panel, two 12 Volt Batteries, 12V Newmar Charger, PDP156-12				
Power Distribution Panel				
BACKUP POWER REQUIREMENTS				
GENERATOR NOT REQUIRED <input checked="" type="checkbox"/>		RivCo Shared Generator <input type="checkbox"/>	Shared Generator Peak Usage Requested (kw)	
Customer Generator Location		Inside Custom Shelter <input type="checkbox"/>	Inside <input type="checkbox"/> or Outside <input type="checkbox"/>	Primary Lease Space
Manufacturer		Make/Model		
Fuel Type		Capacity (kw)		
Add'l lease area required for backup power		Dimensions		
Pad for Generator <input type="checkbox"/>	Dimensions			
Fuel Tank <input type="checkbox"/>	Tank Size (gal)	Dimensions		
Pad for Fuel Tank <input type="checkbox"/>	Dimensions			
Notes:				
FOR COUNTY SITE MANAGER USE				
Setback Requirements:				
SECONDARY GROUND LEASE AREA REQUIREMENTS				
(i.e. for additional dish, antenna, etc. beyond area describe above)				
Will supplementary ground space be needed to accommodate additional equipment?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If yes, please identify the dimensions for the additional area				
Minimum space required if requested area not available				
Additional equipment - please describe, if other than generator described above				
Additional equipment description				
Ground space notes (if additional area needed beyond that indicated above, please note here):				
POWER/TELCO REQUIREMENTS				
Power provided by	Utility Company Direct <input type="checkbox"/>	County Provided <input type="checkbox"/>	Avg Monthly Power Consumption	KWH units
Telco Interconnect Requirements	POTS <input type="checkbox"/>	T1 <input type="checkbox"/>	Microwave <input type="checkbox"/>	Fiber Optic <input type="checkbox"/>

TRANSMITTER SPECIFICATIONS (& RECEIVER)						
Transmitter/Receiver Type	Conventional					
Qty of Transmitters/Receivers	1/1					
Manufacturer	CoDat					
Type & Model	MT-4E					
Type of Technology	Analog					
Tx Power Output	100 W					
ERP (watts)	60 W					
Electric Service Req'd (amps/volts)	20 A / 120 V					

ANTENNA EQUIPMENT SPECIFICATION						
Equipment Type	Omni					
Installation Status	Installed					
RAD Center AGL (ft)	80					
Equip Mount ht (ft)	70					
Equip Mount Type	sidearm					
Equip Manufacturer	Celuxx					
Equip Model #	PD220A					
Equip Dimensions (HxWxD) (ft or in)	18.6"x2.75"					
Equip Weight (per item, in lbs)	25					
Equip Quantity	1					
Azimuths Direction of Radiation	360 degrees					
Qty in each azimuth sector	0					
TX Frequency	154.680					
RX Frequency	155.460					
Is equip using unlicensed frequencies?	no					
Antenna Gain	5 dB					
Total # of lines for equipment in column	1					
Line Qty in each azimuth / sector	0					
Line Type	Andrew helix					
Line Diameter / Size	3/8"					
Removing Equipment (if applicable)	N/A					

Additional Installation Notes:

Exhibit D
Ingress Procedures
County of Riverside Whitewater Peak Communications Facility

Contact Names and Numbers:

Primary Contact Number – 24/7/365 – After Hours Line (951) 955-3580

1. **Check in - check out procedure**

- Central call in number for site personnel
- Installers/techs to provide work authorization number provided by County prior to work performed.

2. **Ingress Procedures**

To enter the Cactus City Facility, contact the RCIT Radio Maintenance Group at 951-955-3580. This number is to be used during regular business hours and after hours. Our regular business hours are:

Mon-Thurs 7:00 AM – 4:30 PM

Fri 7:00 AM – 3:30 PM

Closed the Following Holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, day after Thanksgiving, Christmas Day.

When Christmas or New Year's Day falls on a Tuesday, the County will be closed the day before the holiday. When Christmas or New Year's Day falls on a Thursday, the County will be closed the day after the holiday.

Ingress Procedures – Scheduled Maintenance, Regular Business Hours

Contact the RCIT Radio Maintenance Group (Radio Shop) three (3) business days prior to the scheduled work to be performed. Notify the Radio Shop of the estimated duration and nature of the scheduled work, the number of personnel to be on site, and the number of vehicles expected to be used.

Ingress Procedures – Scheduled Maintenance, After-Hours

Contact the Radio Shop three (3) business days prior to the maintenance work to notify them of the estimated time and nature of the scheduled work, the number of personnel to be on site, and the number of vehicles expected to be used.

Ingress Procedures – Scheduled System Outage, Regular Business Hours

Contact the Radio Shop five (5) business days prior to the outage. Notify them of the nature of the outage, the estimated time repair personnel will be on site, and the estimated number of staff and vehicles that will be required.

Ingress Procedures – Scheduled System Outage, After-Hours

Contact the Radio Shop five (5) business days prior to the outage. Notify them of the nature of the outage, the number of personnel and vehicles required to make the necessary repairs, and the estimated time and duration of the site visit.

Ingress Procedures – Unscheduled System Outage, Regular Business Hours

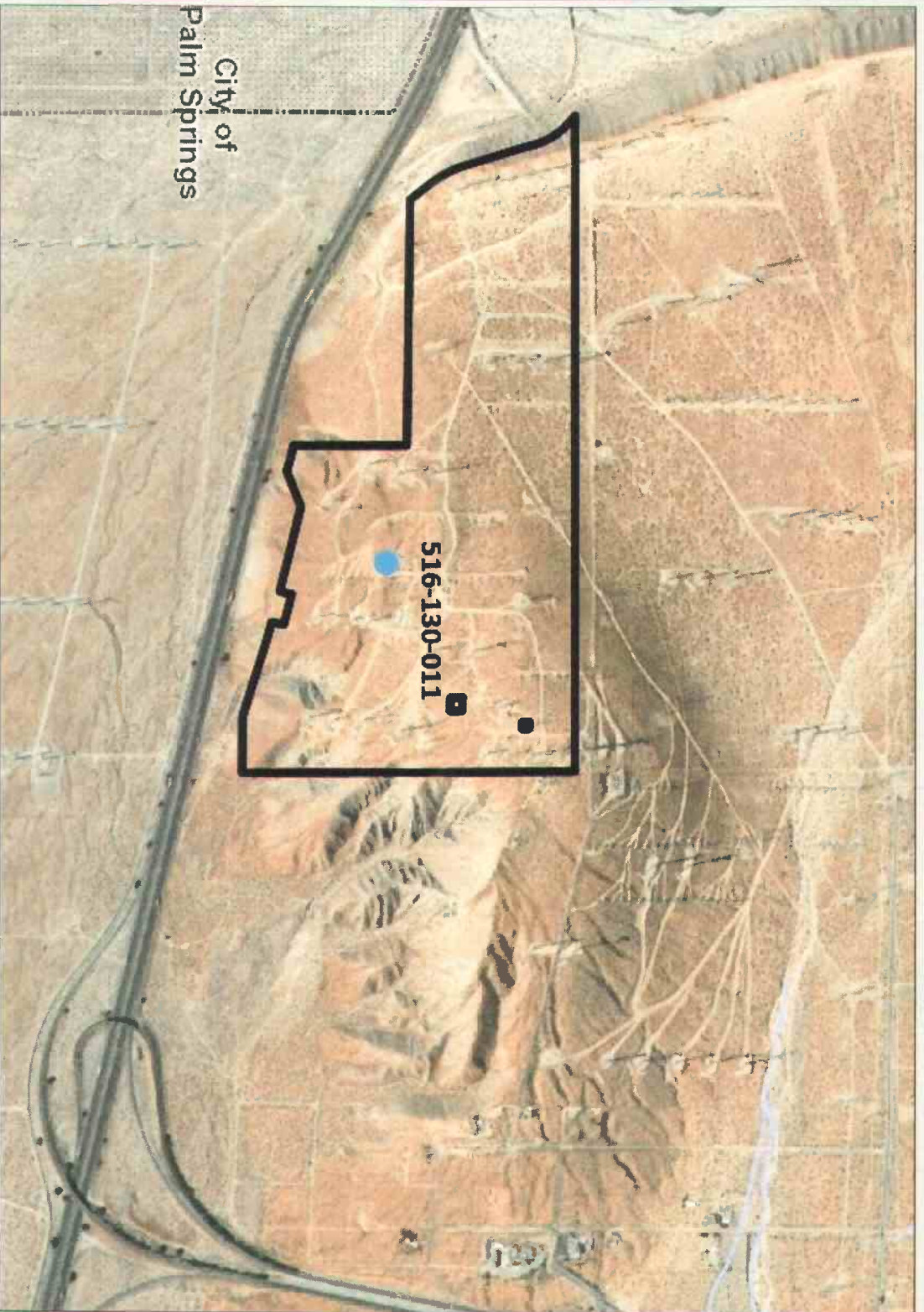
Contact the Radio Shop as soon as you are aware of the outage. Notify them of the nature of the outage, the estimated time repair personnel will be on site, and the estimated number of staff and vehicles that will be required.

Ingress Procedures – Unscheduled System Outage, After-Hours

Contact the Radio Shop as soon as you are aware of the outage. Notify them of the nature of the outage, the estimated time repair personnel will be on site, and the estimated number of staff and vehicles that will be required.

Telecommunications License Agreement

Whitewater Communication Site, District 5



- Legend**
- Blueline Streams
 - City Areas
 - World Street Map

IMPORTANT* Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.




3,009 Feet

REPORT PRINTED ON... 1/28/2021 2:51:58 PM

© Riverside County GIS

Notes
APN: 516-130-011

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA

FOR COUNTY CLERK USE ONLY		
FILED / POSTED		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202100184 02/24/2021 11:35 AM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

January 6, 2021

Project Name: License Agreement, Whitewater Peak Communication Site

Project Number: FM0417400092

Project Location: Adjacent to the east of Whitewater Cutoff and Painted Hills Road Split, North of Interstate 10, east of Whitewater River, and west of State Route 62, unincorporated Riverside County, California; Assessor's Parcel Number (APN) 516-130-011

Description of Project: The County of Riverside (County) has land rights by virtue of a fifty-year Right-of-Way Grant dated June 14, 1955 and extended through June 13, 2035 (Grant). The Grant issued by the United States Department of the Interior, Bureau of Land Management (BLM), refers to that certain parcel or tract of land together with all rights and privileges arising in connection therewith, located in the unincorporated area of Whitewater, Riverside County and identified by APN 516-130-011. The County has a PSEC communication site within the Grant area, which is commonly known as the Whitewater Peak Communication Site (Whitewater Peak).

The State of California, Department of Justice (DOJ) has had continuous and interrupted tenancy at Whitewater Peak since July 1, 1998 through a License Agreement and subsequent renewals between the County and DOJ. The term of the last executed License Agreement expired on March 31, 2019. For the past two years the DOJ has been in negotiations with Facilities Management, Real Estate Division (FM-RE) to extend the term of said License Agreement.

The attached Telecommunications License (License Agreement) represents a new ten-year term, which will commence retroactively on October 1, 2020 and expire on September 30, 2030. The License Agreement with DOJ is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no expansion of the existing facility will occur. The operation of the facility will continue to provide communication services. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

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

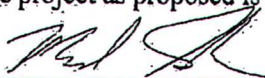
FEB 09 2021 3:10

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the License Agreement.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to a License Agreement regarding an existing communication site. The project will not require physical modifications to the existing site which would increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b)(3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed License Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____



Date: _____

1/6/21

Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT

Receipt #: 21-87094

State Clearinghouse # (if applicable): _____

Lead Agency: COUNTY OF RIVERSIDE FACILITIES MANAGEMENT Date: 02/24/2021

County Agency of Filing: RIVERSIDE Document No: E-202100184

Project Title: LICENSE AGREEMENT, WHITEWATER PEAK COMMUNICATION SITE

Project Applicant Name: COUNTY OF RIVERSIDE FACILITIES MANAGEMENT Phone Number: (951) 955-8009

Project Applicant Address: 3133 MISSION INN AVE., RIVERSIDE, CA 92507

Project Applicant: LOCAL PUBLIC AGENCY

CHECK APPLICABLE FEES:

- Environmental Impact Report _____
- Negative Declaration _____
- Application Fee Water Diversion (State Water Resources Control Board Only) _____
- Project Subject to Certified Regulatory Programs _____
- County Administration Fee _____ \$0.00
- Project that is exempt from fees (DFG No Effect Determination (Form Attached))
- Project that is exempt from fees (Notice of Exemption)

Total Received _____ \$50.00

Signature and title of person receiving payment



Deputy _____

Notes:

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: License Agreement, Whitewater Communication Site

Accounting String: 524830-47220-7200400000 - FM0417400092

DATE: January 6, 2021

AGENCY: Riverside County Facilities Management

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Facilities Management

Signature: 

PRESENTED BY: Jose Ruiz, Real Property Agent, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA 92507

Date: January 6, 2021
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk
From: Mike Sullivan, Senior Environmental Planner, Facilities Management
Subject: **County of Riverside Facilities Management Project # FM0417400092**
License Agreement, Whitewater Communication Site

The Riverside County's Facilities Management's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #2600

Attention: Mike Sullivan, Senior Environmental Planner,

Facilities Management,

3133 Mission Inn Avenue, Riverside, CA 92507

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file