

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



**ITEM: 3.9
(ID # 18324)**

MEETING DATE:
Tuesday, July 12, 2022

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Ratification and Approval of the License Agreement between the County of Riverside and U.S. Customs and Border Protections for the Chuckwalla Communication Site, APN 811-100-007, CEQA Exempt, District 4. [\$0] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State Guidelines Section 15301 - Existing Facilities and 15061 (b)(3), Common Sense exemption;
2. Ratify and approve the attached License Agreement between the County of Riverside (County) and U.S. Customs and Border Protection for the Chuckwalla Communication Site and authorize the Chair of the Board to execute the document on behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction;

Continued on page 2

ACTION:



Rose Salgado, Director of Facilities Management 6/9/2022


Aaron Gettis, Deputy County Counsel 6/14/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Hewitt
Nays: None
Absent: Perez
Date: July 12, 2022
xc: FM, Recorder

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Direct the Clerk of the Board to return three (3) copies of the License Agreement to Facilities Management; and
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working days of Board approval.

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: Revenue Lease			Budget Adjustment: No	
			For Fiscal Year: 2021/22-2031/32	

C.E.O. RECOMMENDATION: Approve

BACKGROUND

Summary

The County of Riverside has legal rights pursuant to a fifty (50) year Right of Way dated October 10, 1957, and extended through October 9, 2037 (ROW Grant), granted by the Bureau of Land Management (BLM) for the operations of communication facilities at the Chuckwalla Communication Site, identified by Assessor's Parcel Number 811-100-007 (Property).

The County owns and operates communications facilities on the Property and entered into a License Agreement on October 1, 1998, with the U.S. Customs and Border Protection (CBP) for use of equipment space and antenna space thereon (Premises). Their current License Agreement expired July 31, 2019 and is now month-to-month tenancy.

Facilities Management requests approval of the attached License Agreement between the County and CBP. It is in the best interests of the County that a license agreement be consummated between the County and CBP on the terms and conditions herein contained.

County Counsel has approved the License Agreement as to form.

Lease Summary:

Location: Chuckwalla Mountain Site
A.P.N. 811-100-007

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

Licensee: U.S. CUSTOMS AND BORDER PROTECTION

Term: Ten (10) years commencing October 1, 2021 and terminating September 30, 2031.

Options to Extend: Two (2) five (5) year extensions.

Rent:	<u>Current</u>	<u>New</u>
	\$1,209.71	\$1,812.10

Utilities: County pays electricity.

California Environmental Quality Act

Pursuant to the California Environmental Act (CEQA), the License Agreement was reviewed and determined to be categorically exempt from CEQA under Guidelines Section 15301, class 1- Existing Facilities Exemption and Section 15601 (b)(3), Common Sense exemption. The proposed project, the License Agreement, is the extension of letting of property involving existing facilities.

Impact on Residential and Businesses

This License Agreement will generate revenue that will serve to enhance public safety for the benefit of both residents and businesses within Riverside County.

Additional Fiscal Information

This License Agreement represents a revenue lease; there are no net County costs.

ATTACHMENTS:

- License Agreement
- Notice of Exemption
- Chuckwalla Mountain Aerial

SC:sc/05182022/DC001C/30.XXX


Meghan Hahn, Senior Management Analyst 6/30/2022

Telecommunications License Agreement
LICENSOR: County of Riverside
LICENSEE: UNITED STATES CUSTOMS AND BORDER PROTECTION
Chuckwalla Communication Site, Riverside County
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WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS

APR 25 2022 11:42

JUL 1 2022 3:9

PREAMBLE

This Telecommunications License Agreement, hereinafter referred to as the "Agreement" shall be effective as of the 1st day of **October, 2021** by and between COUNTY of RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and UNITED STATES CUSTOMS AND BORDER PROTECTION, a political entity, hereinafter collectively referred to as "LICENSEE". It is hereby agreed as follows:

1. Recitals

- (a) The County has legal rights, pursuant to a fifty (50) year Right of Way dated October 10, 1957, and extended through October 9, 2037 ("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 Chuckwalla Communication Site, in the County of Riverside, State of California, currently identified by Assessor Parcel Number 811-100-007(collectively "Property");
- (b) The County owns and operates certain electronic communications facilities at the site located at the Chuckwalla Communication Site, in the County of Riverside, California 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;
- (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 initial term of this Agreement shall be for a period of ten (10) years, commencing October 1, 2021 ("Commencement Date"), and expiring at midnight on September 30, 2031.

3. Option to Extend

- (a) The initial term shall be followed by two (2) five (5) year renewal options, which shall run solely in favor of Licensee, and which may be exercised by Licensee giving to County written notice of its election to extend the Agreement term at least ninety (90) days prior to the expiration of the initial term or any renewal thereof. In no case shall any further extensions be granted without the approval of the Riverside County Board of Supervisors.

4. 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 charged at

a rate of 130% of the last approved rent, and all other terms and conditions of this Agreement shall remain in full force and effect.

5. 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.

6. 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 payable on the 1st day of each month, in advance, to County at County's address specified in Paragraph 31 of this Agreement.

7. Pass-Through Costs

- (a) Pass-Through Costs. Licensee shall pay for all costs, penalties, fines or fees associated with Licensee's presence in or use of this facility, including any costs incurred by County as invoiced by the Bureau of Land Management, or any successor agency of the federal government, as it relates specifically to Licensee's presence in or use of the Premises.

8. Recurring Fees

- (a) Licensee shall pay County the following fees from legally available funds:

- 1) Recurring Shelter Fees. Equipment fees calculated at one full rack at \$523.56 per one full rack, per month, for a total equipment fee of \$523.56 per month. Equipment fees are subject to annual review and adjustment by the Riverside County Board of Supervisors on July 1st of each year, beginning July 1, 2022.
- 2) Recurring Tower Fees. Fees for 1 (one) medium mounted panel antenna placed at 50 (fifty) feet at \$600 per one antenna, peter month, for a total antenna fee of \$600.00 per month. 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, 2022.
- 3) Recurring Circuit Fees. Fees for forty-four (44) circuit miles at \$13.74 per circuit mile per month (\$604.56). Circuit fees are subject to annual review and adjustment by the Riverside County Board of Supervisors on July 1st of each year, beginning July 1, 2022.
 - a. Forty-four Circuit Miles for a monthly fee of \$13.74 each.
 - b. Total monthly circuit fees are \$604.56.
- 4) Administrative Fee. There shall be a monthly administrative surcharge of 4.86% of the amounts paid under 8(a)1 and 8(a)2, and 8(a)3 above ($\$1,728.12 \times .0486 = \83.88), 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, 2022.

- 5) Total Recurring Fees.
- | | |
|----------------------------------|----------|
| Fees for equipment One Full Rack | \$523.56 |
| Fees for Circuit Miles | \$604.56 |

Fees for antennas placed upon the tower	\$600.00
Fees for administrative surcharge	\$ 83.98
Total monthly fees	\$1,812.10

- 6) In the event Licensee fails, or refuses, to make its monthly rental payment thirty (30) days after the date as required in Section 6 above, Licensee shall pay to County Interest on past due obligations interest if applicable: in accordance with GSA 552.232-75 PROMPT PAYMENT .

9. 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", the Technical Data Sheet, attached hereto and incorporated herein by this reference, 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.

10. Access to Premises

- (a) Licensee shall have all of its properly qualified and authorized agents, employees, and contractors ("Regular Employees") working on the site cleared through the Riverside Sheriff's Office background check process. The Licensee shall contact the PSEC Site manager for pre-approval. These cleared individuals shall have the right of ingress to and egress from said Premises, located within County's fenced facility when following the notification protocol outlined in Exhibit D.
- (b) County will maintain control over site access. PSEC staff will escort any individual with ingress and egress rights to Premises, according to Section 10(a) above. Requests for escorts must be made according to the Ingress Procedures outlined in Exhibit "D" which is attached and incorporated herein. In the event County personnel is required to accompany Licensee, Licensee shall pay for such accompaniment at the hourly rate(s) set by the Riverside County Board of Supervisors, within thirty (30) days after receipt of a billing and accounting invoice from the County. Licensee shall pay for such accompaniment at the hourly rate of \$112.46, between 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays, and at an hourly rate of \$118.05 at all other times. The hourly accompaniment rate(s) are adjusted by the Riverside County Board of Supervisors on July 1 annually.

11. 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.

12. Inspection of Equipment

COUNTY shall have the right to enter the Tower 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.

13. Change in Equipment

LICENSEE shall not cause or permit any change of any equipment installed on the Tower 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, said consent not to be unreasonable withheld or delayed.

14. 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 so long as the re-assignment or re-allocation does not interfere with Licensee's permitted use. 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.

15. 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, replace, 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.

16. Disposition of LICENSEE's Equipment

- (a) During the term of this Agreement, all wires, equipment, and other personal property placed on 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.

17. 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.

18. 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 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 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.

19. Contract Support

COUNTY has the right to refuse LICENSEE's choice for contract support for equipment located 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.

20. 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.



21. 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.

22. 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 set forth by the FCC, LICENSEE must take action within 72 hours, and is responsible for all mitigation costs associated with such action to the return site to compliance with the FCC.
- (d) Prior to any field installation activity, the LICENSEE certifies herein that all personnel gaining access to Chuckwalla Mountain Site have received RFR safety awareness training and tower climbers have been qualified. LICENSEE shall provide copies of certifications to Riverside County Communication Site Manager.

23. 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) The 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.

24. 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 attached hereto and incorporated herein by this reference.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.



31. 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.

32. 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.

33. 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:

U.S. Customs and Border Protection
TACCOM Wireless Programs
150 Westpark Way, Suite 200
Eules, Texas 76040
Attn: Leasing Manager

COUNTY:

County of Riverside
Facilities Management
Real Estate Division
3450 14th Street, Suite 201
Riverside, California 92501

34. COUNTY's Representative

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

35. Agent for Service of Process

U.S. Customs and Border Protection
TACCOM Wireless Programs
150 Westpark Way, Suite 200
Eules, Texas 76040
Attn: Leasing Manager

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.

36. 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 38 Default. A sixty (60) day cure period shall not apply to Section 6 Rent.

37. 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.

38. 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 (20) days after written notice that the rent is overdue.
- 2) LICENSEE fails to comply with any of the terms, conditions and covenants herein, (except Section 23 Interference, which shall govern in the event of frequency interference) and does not cure such default within forty-five (45) days after written 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.

39. 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.

40. 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.

41. Insurance.

LICENSEE will comply with all federal, State, and local laws, ordinances, rules and regulations of the United States Government, the State of California, the County of Riverside, and all agencies thereof which may be applicable to and enforceable against it as a tenant under this Lease; provided that nothing in this Lease or any Article herein, shall be construed as a waiver of any sovereign immunity of the LICENSEE.

LICENSEE, in the absence of statutory authority to purchase insurance to cover loss or damage to County of Riverside property or for the liability of Government employees or Contractors, is self-insured and is responsible for any negligent action of its employees acting within the scope of their employment, under the provisions of the Federal Tort Claims Act, 28 U.S.C. 2671 et. Seq.

42. 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.

43. Hold Harmless

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 except to the extent caused by the negligent or intentional act of the COUNTY. 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.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. Mode of Execution. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.


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

COUNTY:

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

LICENSEE:

United States Customs and Border Protection, a political entity

By: 
Jeff Hewitt
Chair, Board of Supervisors

By: 
Matthew Hancock,
Contracting Officer

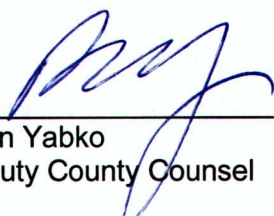
8/02/22

ATTEST

Clerk of the Board
Kecia Harper

By: 

APPROVED AS TO FORM:
County Counsel

By: 
Ryan Yabko
Deputy County Counsel

**Exhibit A
Right of Way Grant
(Attached behind this page)**





United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Palm Springs-South Coast Field Office
690 West Garnet Avenue
P.O. Box 581260
North Palm Springs, CA 92258-1260



Visit us on the Internet at
www.ca.blm.gov/palmsprings

In Reply Refer To:
2860
CACA-45520
(CA-066.65)

OCT 10 2003

RECEIVED
NOV 19 2003

Certified Mail No. 7002 0510 0000 5047 9893
Return Receipt Requested

COUNTY OF RIVERSIDE
DEPARTMENT OF BUILDING SERVICES
REAL PROPERTY DIVISION

DECISION

County of Riverside
Dept. of Information Technology
6147 Rivercrest Dr.
Riverside, CA 92507

Right-of-Way Grant
CACA-45520

Right-of Way Grant LA-0149954 Conformed to FLPMA
Right-of-Way Grant CACA-45520 Term Extended
Secondary Users Approved
Amendment Approved

On July 2, 2003, the County of Riverside applied to the Bureau of Land Management to extend the expiration date for their Chuckwalla Mountain communications site lease LA-0149953, to conform grant LA-0149953 to the Federal Land Policy Management Act (FLPMA), and to amend the grant to allow for an additional 100' tall monopole tower to be installed to accommodate a secondary user within their site. In response to these requests, the BLM completed environmental reviews that analyzed these proposed actions (Environmental Assessment #CA-660-03-54).

On April 12, 1957, grant LA-0149953 was issued to the County of Riverside pursuant to the Act of March 4, 1911. This Act was repealed on October 21, 1976, by the Federal Land Policy Management Act (Public Law 94-579). With the prior consent of the grant holder and because the issuing authority for the original grant has been repealed, right-of-way grant LA-0149953 is hereby conformed to FLPMA and is given a new grant number: CACA-45520. This new grant number is to be used for future correspondence.

The County's request to extend the term of right-of-way grant CACA-45520 is hereby approved, and the new expiration date is October 9, 2037. Subject to mitigation identified in Environmental Assessment #CA-660-03-54, the request to install an additional 100' tall monopole tower for the secondary user is also approved. This mitigation is incorporated into this grant as stipulations (see Attachment A). All other terms and conditions of the right-of-way grant continue to apply.

In accordance with the BLM's final regulations and rental schedule for communication uses on public lands, published in the Federal Register on November 13, 1995, a separate authorization is not required for tenants that occupy space in a facility under terms of the holder. Tenants using the County's facility for commercial purposes, or municipal utilities and cooperatives whose principal source of revenue is customer charges, will be subject to the communication site rental regulations [43 CFR 2803.1-2(b)(1)(i)]. The right-of-way holder (facility owner) is required to submit a certified statement, by October 15 of each year, listing tenants in the facility and the category of use for each tenant as of September 30th of that year. This statement will be used for establishing the annual rental.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 (58 FR 4939, January 19, 1993) or 43 CFR 2804.1 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,

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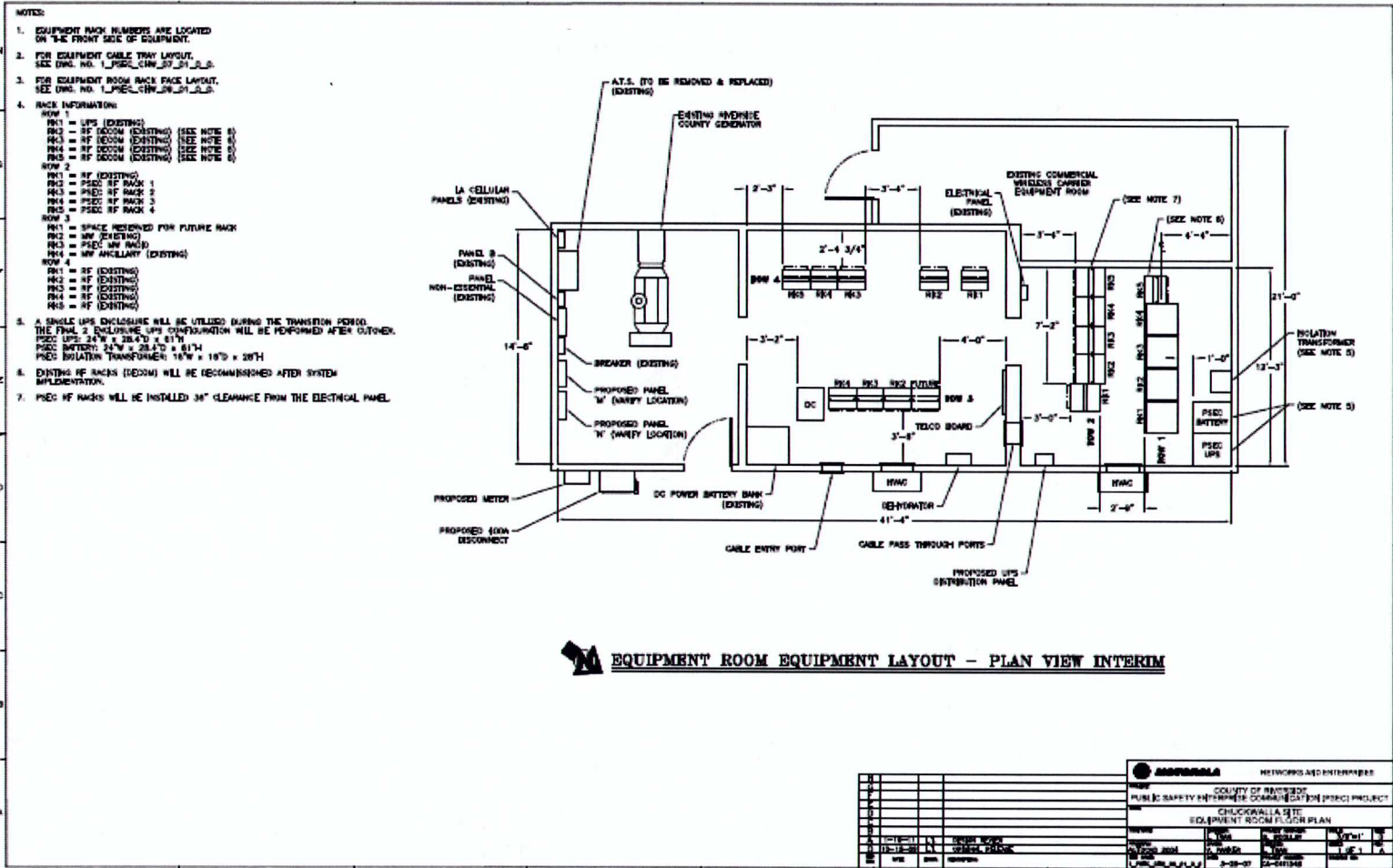
M

Enclosure: 1842-1

for
 James G. Kenna
 Field Manager
 Elena M. Jones

- (4) Whether the public interest favors granting the stay.
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and

EXHIBIT "A"



Equipment Manufacturer(s)	Equipment Measurements
Motorola Quantar Base Station	Not rack mounted - occupies floor space listed above - repeater mounted on top of duplexer.
Sinclair Duplexer	Not rack mounted - occupies floor space listed above.

BACKUP POWER REQUIREMENTS

GENERATOR NOT REQUIRED <input type="checkbox"/>		RivCo Shared Generator <input checked="" 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 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	Station / Repeater				
Qty of Transmitters/Receivers	1				
Manufacturer	Motorola				
Type & Model	Quantar	Mod# T5365A	Ser# 509CAP0068		
Type of Technology	Conventional repeater				
Tx Power Output	100 Watts				
ERP (watts)	85 Watts				
Electric Service Req'd (amps/volts)					

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 access the Tower, contact the PSEC Radio Maintenance Group at 951-955-3580 pursuant to the advanced notice requirements prescribed below. Prior to the commencement of any Work on the Tower Facility, Licensee shall have all individuals working on the site cleared through the Riverside Sheriff's Office background process. The Licensee shall contact the PSEC Site manager for pre-approval. The Licensee shall have the right of ingress to and egress from said Premises.

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 PSEC 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.


Exhibit E
Installation Standards
(Attached behind this page)

A handwritten signature in blue ink, appearing to be a stylized 'W' or similar character.

County of Riverside Site Installation Standards

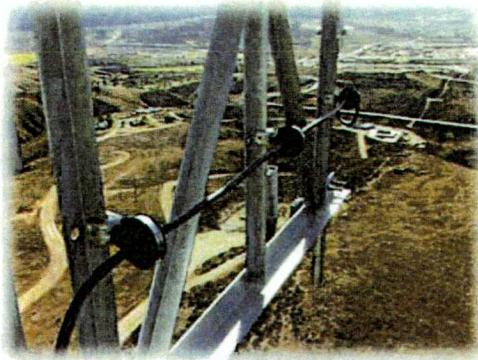
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Copy of valid FCC license(s) and COR Technical Data Form posted for location.....	16



County of Riverside Site Installation Standards

- Subcontractors shall be required to submit their written Safety Program to the Site Manager and obtain approval prior to commencing any work.
- All tower climbing shall be in accordance with the Fall Protection Program.



fire extinguisher.

- OSHA or other applicable Occupational Safety and Health standards/regulations shall be observed and followed in all phases of tower construction and maintenance. Proper documentation must be on file with County.

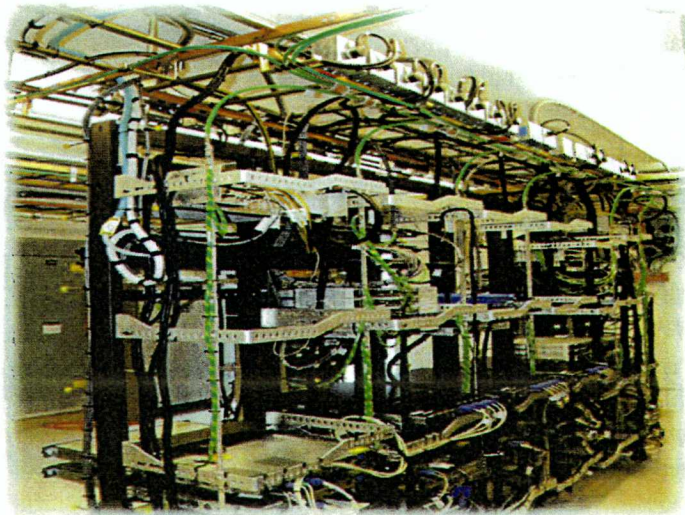
- All tower climbing crews shall provide copies of tower climbing and safety certification to the county prior to climbing the tower.

- In case of a fire at the Communication Site, the fire department shall be notified as soon as a fire is discovered. Notification shall not be delayed in order to assess the results of firefighting effort using on-site

Cabinet and Equipment Rack Installation Standards

The County Communication facilities are designed to utilize both open and closed rack mounting for equipment installations. Floor spacing and electrical outlet spacing in cable trays follow this pattern, which is designed to maximize the amount of equipment within the available floor space. All approved racks, cabinets, electrical (“If Available”) and cable tray for the specified communications site will be provided and installed by the County of Riverside per County standards unless otherwise specified or on a case by case basis. If tenant provides their own rack or cabinet it shall be installed per County standards, which include but are not limited to:

- Bonding to the MGB- (Master Ground Bar)
- Bonding to SSGB- (Sub System Ground Bus Bar)
- Bonding to RGB - (Rack Ground Bar)
- Bonding to ground bus conductor
- Bonding to communication bonding backbone conductors and grounding equalizer conductors.
- Approved welded rack or cabinet, based on the equipment specifications.
- Insulation pad/Isolated Grommets.
- Hilti Anchor-Specified for seismic (Zone 4) Part#HSL-3-B, M12
- A 36-inch side aisle shall be maintained around electrical panel boards (NFPA 70-2005, Article 110.26).
- A 36 to 48-inch front, side, and



County of Riverside Site Installation Standards

(where applicable) rear aisles are required for servicing interior mounted air conditioners (NFPA 70-2005, Article 110.26, ASHRAE).

- A 36-inch aisle shall be maintained in front of all telephone switching equipment and/or demarcation cabling. A 36-inch aisle shall be maintained in situations where there is telephone switching equipment and/or demarcation cabling on both sides of the aisle (NFPA 70-2005, Article 110.72).
- A 36-inch minimum workspace shall be maintained on all non-egress or aisle ways without equipment described in this section.
- A 36-inch aisle shall be maintained between at least one end of an equipment row and building wall or other obstruction; longer aisles may require additional access breaks. Larger aisles and additional access breaks in a row may be required as the row becomes longer, such that a fire in the aisle does not prevent egress.

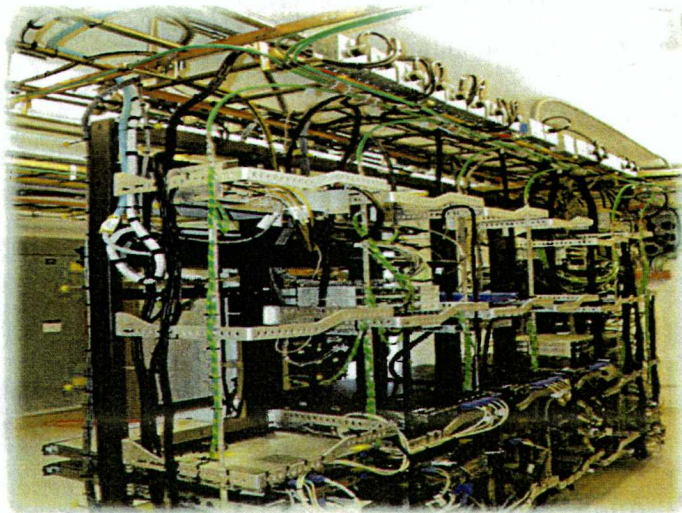
Equipment Installation within Racks or Cabinets

Prior to the installation of equipment in a communication site, the County shall perform a BTU and electrical load analysis making sure there is sufficient power and AC for the entire facility. If electrical or AC needs to be upgraded to support any additional equipment, the tenant will be responsible for all associated costs, tenant must provide the county all load, electrical and BTU requirements for each piece of equipment prior of installation.

- All cabling within racks and cabinets shall conform to the requirements of NFPA 70-2005, Article 300, Article 800, Article 810, Article 820, and Article 830.
- (See ANSI/TIA/EIA-568(c) and 569(b) and NECA/BICSI 568-2001 for additional information.)

Every transmitter on site shall be equipped with a dual-stage isolator with second harmonic filter or bandpass cavity on the isolator output. Strong IM can be generated from the transmitter power amplifier(PA). The dual-stage isolator greatly reduces the amount of external frequency energy entering a transmitter PA and consequently, the level of IM generated. Jacketed heliax transmission lines and type N connectors shall be used instead of RG-8 cable and UHF connectors. Where two or more transmit frequencies are combined to one antenna, connectors shall be 7/16 inch DIN connectors.

Every receiver should have a band pass cavity to prevent strong transmitter signals from swamping the receiver, all transmitters onsite should have sufficient transmitter noise filtering to reduce harmful on-channel noise to all receivers on site. This is best achieved through a bandpass cavity(s) that reduces the on channel transmitter noise below the interference level. All receivers should have bandpass cavities to prevent receivers from being desensitized by nearby strong



County of Riverside Site Installation Standards

transmit frequency carriers.

- Some radios, when manufactured, are designed to have the antenna connectors and control cables exit to the side. Side-mounted connectors require additional and odd spacing and disrupt designated floor plans. Mounting of this type of equipment, without modification, shall not be permitted in primary site radio facilities. It may however, be permitted with a single-station installation in County facilities other than specified locations and/or County radio facilities. Installation of this type of equipment shall require coordination for facilities under the jurisdiction of other agencies.
- Floor space assignments shall be made by Site Manager for locations under county control. Installations of equipment shall be well planned in order to provide a minimum of interference or downtime to system users. All installations or modifications that require the disabling of an operational system shall be coordinated with the proper jurisdiction. All equipment installations shall comply with all local building and electrical codes.
- 25-54 MHz - Transmitters in this range shall have an isolator with a minimum of 20dB reverse isolation followed by a low pass filter and a bandpass cavity setup, which provides a minimum of 20dB of attenuation at 1 MHz from the transmit frequency.
- 66-88 MHz - Transmitters in this range shall have an isolator with a minimum of 25dB reverse isolation followed by a low pass filter and bandpass cavity setup, which provides a minimum of 20dB of attenuation at 1 MHz from the transmit frequency.
- 130-225 MHz - Transmitters in this range shall have a set of isolators with a minimum of 50dB reverse isolation followed by a low pass filter and a bandpass cavity setup, which provides a minimum of 25dB of attenuation at 1 MHz from the transmit frequency.
- 276-284 MHz - Transmitters in this range shall have a set of isolators with a minimum of 50dB reverse isolation followed by a low pass filter and a bandpass cavity setup, which provides a minimum of 25dB of attenuation at 1 MHz from the transmit frequency.
- 400-512 MHz - Transmitters in this range shall have a set of isolators with a minimum of 50dB reverse isolation followed by a low pass filter and a bandpass cavity setup, which provides a minimum of 15dB of attenuation at 1 MHz from the transmit frequency.
- 764-960 MHz - Transmitters in this range shall have a set of isolators with a minimum of 50dB reverse isolation followed by a low pass filter and a bandpass cavity setup, which provides a minimum of 15dB of attenuation at 1 MHz from the transmit frequency.

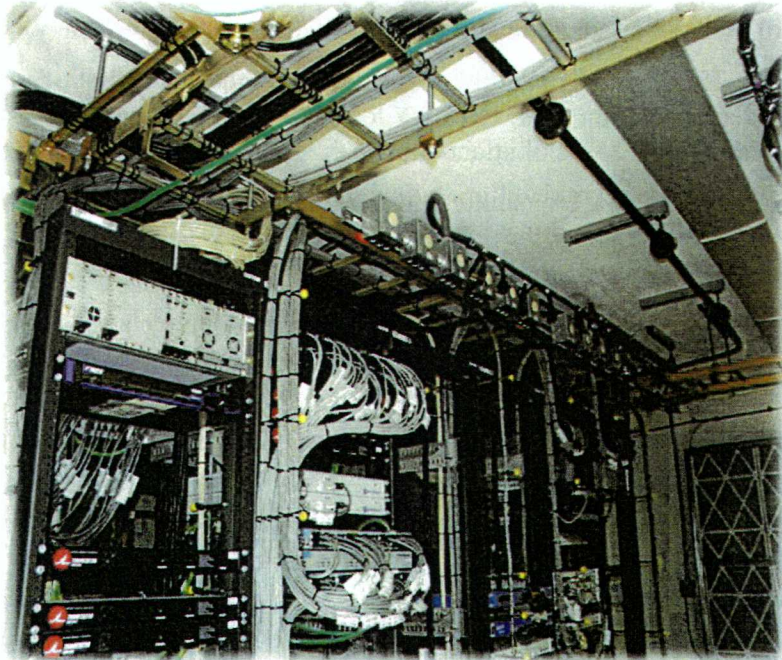


County of Riverside Site Installation Standards

Cabling Requirements for Equipment in Racks and Cabinets

To help prevent damage or accidental disconnection, cables and conductors **shall** be secured at intervals of no more than 914 mm (3 ft.). Attachment **shall** be accomplished in a manner that does not restrict access to the equipment in the rack or cabinet.

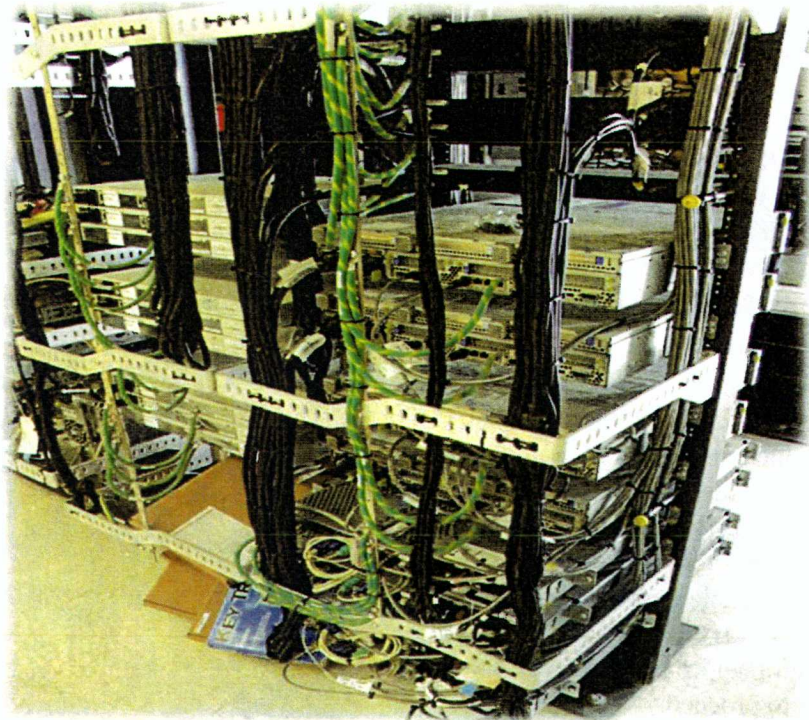
- Insulated standoffs are recommended for use in racks or cabinets. The standoffs should be of sufficient length to maintain the proper cable separation.
- Nonmetallic cable ties shall be used to secure cables and conductors. Attachment shall be tight enough to secure cables without crushing or deforming them.
- Nonmetallic cable ties must be cut with flush cut side cuts directly adjacent to the locking tab to prevent sharp protrusions.
- When tenants install their own cabinet or rack all grounding conductors within racks or cabinets shall be routed toward the RGB, MGB, SSGB, or ground bus conductor. Connections to the RGB or ground bus conductor shall always be made with the equipment grounding or tap conductors being routed toward the MGB, SSGB, or RGB.
- Whenever possible, cable groups of different types should maintain 50.8 mm (2 in.) separation when passing through the cabinet housing. When the 50.8 mm (2 in.) separation cannot be maintained at the through the cabinet housing penetration, separation shall be maintained before and after the penetration point. Cables are to be run neatly. Cable management over relay racks and equipment cabinets is accomplished by utilizing cable tray systems. Cable trays provide proper support of cables between cabinets, relay racks and bays of equipment and help maintain adequate separation between the cable groups. The orderly separation and support of cable also simplifies maintenance. All cables installed in cable trays shall installed in a neatly secure fashion with all listed requirements met.



- Cables in racks or cabinets shall be sized to length, and shall be installed and routed neatly and in a workmanlike manner.
- AC power cords longer than necessary may be looped down and back up a rack or cabinet. Excess lengths of AC power cord shall not be coiled on top of racks or cabinets.
- Grounding conductors of all sizes shall maintain a minimum bending radius of 203 mm (8 in.). The angle of any bend shall be not less than 90 degrees.

County of Riverside Site Installation Standards

- The bending radius of CAT-5e cables shall be not less than 10 times the outside diameter of the cable. Follow the cable manufacturer's recommendations and see ANSI/TIA/EIA-568(b) and CSAT529-1995 for additional information.
- All other cables shall not have sharp bends which will damage or degrade the performance of the cable. The cable manufacturer's specifications shall be followed.
- Cabling in racks or cabinets shall be grouped according to function. Groups are defined as:
 - AC power cords
 - DC power cables
 - Ground conductors
 - RF transmission cabling
 - Data, control, signal and timing reference cabling and telephone cabling
- Cable groups within racks and cabinets shall be separated by 50.8 mm (2 in.) from other cable groups. See ANSI/TIA/EIA-568(b) and -569(b); and NFPA 70-2005, Articles 800.133, 810.18, 820.133 and 830.133 for additional information.
- When practical, cable groups at or in close proximity to equipment chassis should be separated by 50.8 mm (2 in.) or cross at a 90-degree angle.



Communication Cabling Requirements for Plenums and Other Air-Handling Spaces

- Non-plenum rated power cabling shall not be installed within plenums. Failure to use plenum-rated cables in these areas can result in generation of toxic fumes in the event of a fire. Wiring systems may be installed in ducts specifically constructed to transport environmental air only when such wiring consists exclusively of the following. See NFPA 70-2005, Article 300.22(B) for additional information:
 - Type MI (mineral insulated) cable
 - Type MC (metal-clad) cable employing a smooth or corrugated impervious metal sheath without an overall nonmetallic covering.
 - Type CMP (communications plenum cable), electrical metallic tubing, flexible metal tubing, intermediate metal conduit, or rigid metal conduit. Flexible metal conduit and liquid-tight



County of Riverside Site Installation Standards

flexible metal conduit shall only be permitted in lengths not exceeding 1.22 m (4 ft.), to connect physically adjustable equipment and devices permitted to be in the ducts. See NFPA 70-2005, Article 300.22(B) for additional information.

- Wiring installed in other spaces used for environmental air, such as the area above a suspended ceiling or as otherwise defined in NFPA 70-2005, Article 300.22(C), shall be installed in accordance with NFPA 70-2005, Article 300.22(C). Such wiring methods include using Type MI (mineral insulated) cable, Type MC (metal-clad) cable without an overall nonmetallic covering, and Type AC (armored cable) cable. See NFPA 70-2005, Article 300.22(C) for additional information.

Antenna-Installation Installation and Removal of Antennas and Cables

An interference analysis shall be performed to determine interference that may exist at the location. The EME study will be the responsibility of the party requesting the new equipment installation. The EME study will be made available to the County of Riverside Site Administrator for approval before site work is to proceed.

All antennas shall have a jumper constructed of Andrew LDF4-50A (not to exceed 50 inches) and Andrew LDF5-50A is recommended as the primary feed line. A "drip loop" shall be formed as the jumper or feed line is installed. The manufacturer-recommended bending radius specifications shall not be exceeded.

Coaxial feed line connectors shall not fall within, or be obscured by, any antenna support pipe or conduit run when making antenna feed line installations inside of support pipes or conduit runs. Antenna feed line runs to be installed in conduit or pipes will require special consideration and the approval of the Site Manager.

All antenna feed line runs shall be secured to the existing Unistrut brackets with HOT-DIP GALVANIZED Unistrut clamps and STAINLESS STEEL hardware.

All antenna feed line runs to be installed on towers shall follow the appropriate antenna feed line ladder support. This is dependent upon which side of the tower the antenna is to be mounted. Accordingly, inside and outside positions on the cable ladder shall be evenly utilized when making antenna feed line installations. All antenna feed line runs shall be secured to the antenna feed line ladder and ice bridge.

- Transmission lines shall not be installed in a way that will impede climbing or safety devices.



County of Riverside Site Installation Standards

- Transmission lines shall not be mounted to climbing ladder rungs or climbing pegs.
- Transmission line installation should be planned with consideration for future expansion.
- Excess transmission line shall not be stored (coiled or looped) on the tower.
- Any unused or abandoned transmission line will be removed from tower.
- All transmission line connectors, splices, terminations, and jumpers shall be weatherproofed.

On towers where antenna feed line support systems have not been provided, antenna feed line runs may be secured by the utilization of stainless angle adapter clamps such as (Andrew part number 31768A) and the appropriate Andrew hanger kit number for size of cable) attached to the tower face cross angles. At other locations where galvanized pipe or electrical conduit has been utilized for mounting antennas, the vertical antenna feed line runs may be secured by the utilization of stainless steel wrap lock or stainless steel ties. When



installing antenna feed line runs, no feed line shall be attached to or supported by any other individual antenna feed line run already installed. Attachment intervals shall follow that of the manufacturer recommendation as provided in the Andrew reference catalog.

The utilization of messenger cable for antenna feed line support shall be considered on an "as-needed" basis.

Antenna feed line entryways are provided for each individual equipment row. All antenna feed line runs entering or exiting these buildings shall utilize the appropriate entryway for the equipment row being utilized. Each entryway port shall be fully utilized prior to the use of another entryway. Microflect entryway boots shall be used for the appropriate remote sites.

All antenna feed line runs inside buildings (where cable trays are provided) may be secured by utilization of black nylon cable ties. Where cable trays are not provided, the use of jiffy clips, one-hole pipe straps, rigid conduit straps, Unistrut and Unistrut clamps or black nylon cable ties shall be permitted to secure antenna feed line runs. Utilization of ELECTRO-GALVANIZED or PLATED material inside of buildings is permitted.

When Andrew LDF5-50A antenna feed line is used for the primary run, it shall terminate (when cable trays are provided) approximately twelve inches prior to being centered over a radio rack or radio cabinet. A jumper cable utilizing Andrew LDF4-50A shall be constructed to connect the antenna feed line to a base station, duplexer, transmitter combiner or receiver combiner, etc. In some cases RG-214, RG-142, RG-400 or Andrew FSJ4-50B may be permitted

A coax protector is to be utilized for the installation, it shall be installed in the cable tray between the 7/8" run of antenna feed line and the jumper cable going to the equipment. The coax

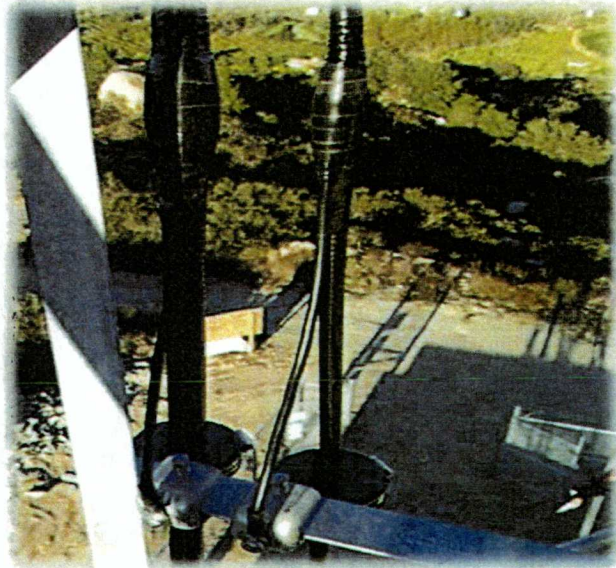


County of Riverside Site Installation Standards

protector shall be connected to the ground bus at this point. A SPD shall be used for single station installations and an IS-PT50HN-MA or similar shall be used for installations with combiners.

All antenna feed line runs shall have cable identification tags and shall denote antenna location on tower. An antenna location chart and antenna feed line run chart shall be provided by the RCIT Site Manager for each County-controlled site.

The antenna feed line point of connection to a vertical antenna (Stationmaster type) shall be sealed with electrical tape. A minimum of three wraps shall be utilized. All other types of antennas, with exposed connectors, shall be sealed with Andrew Type 34283 Connector Burial Kit. This shall consist of one wrap of electrical tape, one wrap of Type 34283 Connector Burial Kit and three additional wraps of electrical tape. All wraps shall be properly cut and sealed.



The point of connection of the jumper Andrew LDF4-50A and LDF5-50A (on the antenna end) shall be sealed. This shall consist of one wrap of electrical tape, one wrap of Andrew Type 34283 Connector Burial Kit and three additional wraps of electrical tape. All wraps shall be properly cut and sealed. All transmission lines shall be labeled per county guidelines. County guidelines will be provided from the Site Manager prior of installation.

RF Transmission Line and Pre-amplifier Grounding

All antenna feed line runs shall be grounded and **shall** comply with all applicable codes in use by the authority having jurisdiction. Grounding systems **shall** be installed in a neat and workmanlike manner (NFPA 70-2005, Article 110.12 and NFPA 780-2004, section 1.4). This will require the installation of a grounding kit similar to Andrew Type 204989-2 Strap Kit (for Andrew LDF5-50A) or appropriate kit number for the antenna feed line being used. All transmission lines **shall** be installed and bonded to the tower using ground kits as follows:

- Each transmission line run shall have entry port boots (inside and/or outside), lightning protectors and associated mounting brackets, and any additional jumpering required by the site specific RF configuration. Some manufacturers provide transmission line kits, which include the main line connectors, top and bottom jumpers, line grounding kits (typically three per line), hoist grips, and weatherproofing materials.
- Coaxial cable transmission lines shall be bonded and grounded in accordance with the installation practices listed below. To minimize the formation of condensation and ice on transmission lines, a drip loop should be created at the point where the direction of the

County of Riverside Site Installation Standards

transmission lines changes from vertical to horizontal. To lessen the likelihood of moisture on the cables getting into the shelter, the cables should be installed with a slight upward incline as they approach the shelter.

- Transmission line ground kits shall be installed per manufacturer specifications.
- Transmission line ground kits shall be sealed from the weather to prevent water and corrosion damage to the transmission line (ANSI T1.313-2003, section 10.5).
- When a tower bus bar is not available the transmission line ground kits shall be attached to an effectively grounded vertical member of the tower, using tower manufacturer-approved methods (typically a type of mechanical clamp).
- Transmission line ground kits shall be attached to a tower bus bar if available.
- Transmission line ground kit grounding conductors shall be installed without drip loops, parallel to the transmission line, and pointed down towards the ground to provide a direct discharge path for lightning (ANSI T1.313-2003, section 10.5.1).
- Transmission line ground kits shall be installed at the first point of contact, near the antenna (ANSI T1.334-2002, section 6.6; ANSI T1.313-2003, section 10.5.1; and MIL-HDBK-419A).
- Transmission line ground kits shall be installed at the bottom of the tower near the vertical to horizontal transition point (ANSI T1.313-2003, section 10.5.1; ANSI T1.334-2002, section 6.6; and MIL-HDBK-419A). The ground kits shall be bonded to the tower or tower ground bus bar (TGB) if installed.
- If the tower is greater than 61 m (200 ft.) in height, an additional ground kit shall be installed at the tower midpoint (ANSI T1.334-2002, section 6.6 and MIL-HDBK-419A). Additional ground kits shall be installed as necessary to reduce the distance between ground kits to 61 m (200 ft.) or less.
- In high lightning prone geographical areas, additional ground kits should be installed at spacing between 15.2 to 22.9 m (50 to 75 ft.) (ANSI T1.313, section 10.5.1 and ANSI T1.334-2002, section 6.6). This is especially important on towers taller than 45.7 m (150 ft.).

All antennas and transmission lines supported by wooden poles, or installed on the side of a structure will be handled and designed on a case by case basis and approved by the Site Manager.

The use of Andrew FSJ4-50B SUPERFLEXIBLE cable shall be permitted only in those cases where the bending radius required cannot be achieved when using Andrew LDF4-50A. The use of Andrew FSJ1-50 or Andrew LDF2-50 shall not be permitted. Any variation from the above shall require the approval of the RCIT Site Manager for County-controlled facilities. Coordination and approval shall be required with other controlling agencies.

County of Riverside Site Installation Standards

Microwave Dish Installation

All microwave dish mounts shall be HOT-DIPPED GALVANIZED after fabrication. Each microwave dish leg mount shall be constructed and mounted so as to be plumb. All microwave dishes, after mounting, shall have a stabilizer arm attached and shall be properly anchored so as to prohibit the microwave dish from moving during high winds. Mounting of microwave dishes between tower legs shall be considered on an "as-needed" basis.



Elliptical waveguide shall be utilized for all microwave installations from 6 GHz through 18 GHz. When RF transmitters are installed they must be maintained per manufacture guidelines and must be in compliance. This includes ensuring all shields are maintained properly and installed correctly, this includes but not limited to:

- Not allowing transmit antennas inside equipment rooms or near the ground level of sites.
- Ensuring all microwave dishes are directed away from facilities.
- Proper use and installation of transmission lines and connectors. When waveguide carrying high power is used, verification of fitting integrity must be performed to ensure there is no RF leakage.
- Each transmission line run shall have entry port boots (inside and/or outside), lightning protectors and associated mounting brackets, and any additional jumpering required by the site specific RF configuration. Some manufacturers provide transmission line kits, which include the main line connectors, top and bottom jumpers, line grounding kits (typically three per line), hoist grips, and weatherproofing materials.
- Strain relief devices shall be used a minimum of every 60.8 m (200 ft.) during transmission line installation and shall remain in place to support the cable after installation. A support cable should be used between the grips to prevent damage to the transmission line caused by lifting from only one point.
- Coaxial cable transmission lines shall be bonded and grounded in accordance with antenna installation grounding installation.
- To minimize the formation of condensation and ice on transmission lines, a drip loop should be created at the point where the direction of the transmission lines changes from vertical to



County of Riverside Site Installation Standards

horizontal. To lessen the likelihood of moisture on the cables getting into the shelter, the cables should be installed with a slight upward incline as they approach the shelter.

All microwave waveguide shall be grounded by following the same procedure as that of antenna feed line grounding. The required grounding kit shall be obtained from the Andrew reference catalog for the type of waveguide being utilized. Special consideration shall be given to microwave waveguide installations and shall require contacting the RCIT Site Manger. All transmission lines shall be labeled per county guidelines. County guidelines will be provided from the Site Manager prior of installation.

When equipment/users vacate a communications building, the antenna(s), transmission line(s) along with all hardware and appurtenances are to be removed from the tower and inside the comm. building.

Documentation

All systems, when installed shall provide the following prior to acceptance:

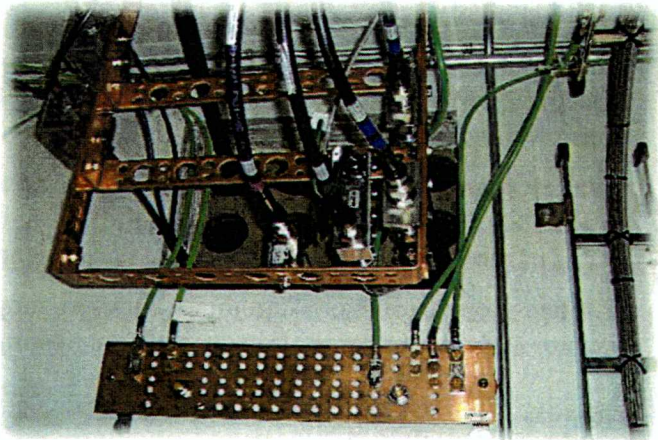
- Transmitter frequency by antenna mount
- Power out of transmitter
- FCC License

Coordination with the RCIT Site Manager shall be required when multiplex channels are to be installed in the County Microwave System.

Surge Protection Devices (SPDS)

All surge protection devices and outside telecommunication cable metallic shields including, but not limited to, items listed below **shall** be effectively bonded back to the internal grounding (earthing) system with a 16 mm² csa (#6 AWG) or coarser equipment grounding conductor by using the following requirements and connection methods described within this document:

- Individual RF Surge Protection Devices
- Primary Surge Protection Devices
- Secondary Surge Protection Devices
- Telecommunication Cable Metallic Shields
- GPS Cable Metallic Shields



RF Surge Protection Devices

RF transmission SPDs **shall** be bonded to the MGB within 610 mm (24 in.) of entry into the equipment shelter, equipment room or equipment area. A separate equipment grounding (earthing) conductor **shall** be used to bond each of these devices to the MGB or to a SSGB. RF

County of Riverside Site Installation Standards

transmission line SPDs may also be bonded directly to a SSGB, MGB, or the copper integrated entry panel with the proper securing hardware.

AC/UPS Power Specifications

All tenant provided UPS's shall be rack mounted and approved by the Site Manager.

Grounding Installation check list

- All grounding conductors shall be installed and routed so that personal safety is not compromised and that all equipment is serviceable. The following requirements shall apply:
- Length: conductors shall be no longer than required to achieve their purpose and shall be installed and routed in a professional and workmanlike manner.
- Support: conductors shall be secured or attached to surfaces as required to ensure they do not become damaged or disconnected. Conductors shall be secured in a manner that permits associated equipment to be easily serviced. Conductors shall be secured at no greater than 3 foot intervals.
- Protection: conductors installed in areas where they may be subjected to damage shall be sleeved in electrical non-metallic tubing, or other conduit, that is securely attached to the surface over which it is routed.
- In locations where metallic tubing or conduit is required for adequate protection, the conductor(s) routed through the metallic tubing or conduct must be effectively bonded to each end of the conduit using suitable listed means and devices.
- When ground conductor tap joints are used, they shall be properly insulated as to prevent the bare conductor or connection device from making incidental contact with metallic surfaces.

Grounding Routing

- At points where conductors are routed through holes within metallic surfaces, the surfaces shall be suitably protected with grommets or other material to minimize damage to the conductor or insulation.
- Conductors shall be routed toward the MGB. Connections to bus conductors shall always be made with the tap conductors routed toward the MGB.
- At points where conductors must pass through a hole in a metallic surface and the hole is slightly larger than the conductor, the conductor shall be bonded to the metallic surface



County of Riverside Site Installation Standards

through which it passes. If the hole or opening is much larger than the conductor and is intended to accommodate several conductors, the conductor is not required to be bonded.

- Ground bus conductors may be routed within cable trays, on the outside of cable trays where suitable support is provided, or along equipment platforms.
- Equipment grounding conductors shall be installed along the rack rail.
- Ground bus conductors shall be routed using the shortest possible routes.
- Bending radius: Ground bus conductors of all sizes shall maintain a minimum bending radius of 8 inches. The angle of any bend shall not be less than 90 degrees.

Tenant Communication

If there are situations in which one tenant needs to communicate with another tenant regarding equipment at the site, all communication will go through the Riverside County Site Manager. Unless directed by the Riverside County Site Manager, or a life and death emergency, tenants **shall not** contact other tenants regarding the site, equipment, interference, etc.

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.

Ingress Procedures

To enter County of Riverside Communications Center and Other Communications Facilities, 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

County of Riverside Site Installation Standards

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.

Site Logbook

All site work is to be recorded in the Site Logbook.

- All personnel entering a communications site are to record, in the Site Log Book, the date of their entry, a brief description of the work performed and the names of the personnel performing the work.
- Contact/User information listed in Site Log Book.
- A section of the Site Log Book will be set aside to record all pertinent contact information for the current site users. This information will include Name, Telephone and Email of the responsible person or department to contact in case of questions or emergency. It is the responsibility of each site user to keep the information current. If the information should change, the County of Riverside Site Administrator is to be notified.

Copy of valid FCC license(s) and COR Technical Data Form posted for location

A copy of the current FCC license must be posted in the Communications Site for the equipment installed.

- The equipment installation must meet with the license terms.

County of Riverside Site Installation Standards

- A copy of the license must be provided to the County of Riverside Site Administrator before the transmitting equipment will be allowed to be placed in service.

A copy of the Riverside County Application and Technical Data Form as approved by Riverside County Facilities Management must be posted in the site.

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

FOR COUNTY CLERK USE ONLY

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

7/12/22 zm
Date Initial

NOTICE OF EXEMPTION

March 22, 2022

Project Name: Chuckwalla Communications Site License Agreement with US Customs and Border Protection, Chuckwalla Mountains

Project Number: FM047190000103

Project Location: Five miles southwest of Desert Center, Interstate 10 and Rice Road; three miles northwest of Red Cloud Mine Road, Chuckwalla Mountains, Assessor's Parcel Number (APN) 811-100-007

Description of Project: The County has legal rights, pursuant to a 50 year Right of Way dated October 10, 1957, and extended through October 9, 2037 (ROW Grant), 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 Chuckwalla Communication Site, in the County of Riverside, State of California, currently identified by Assessor Parcel Number 811-100-007(Property).

The County owns and operates certain electronic communications facilities at the site located at the Chuckwalla Communication Site, in the County of Riverside, California and the United States (US) Customs and Border Protection, a political entity, (Licensee) is currently in use of equipment space and antenna space thereon, hereinafter the Premises from a License agreement dated October 1, 1998. Their current License Agreement is expired and currently month to month.

This action, requests approval of a one-year Communication License Agreement between County and Licensee. It is in the best interests of the County that a license agreement be consummated between the County and the Licensee on the terms and conditions herein contained. The License Agreement with US Customs and Border Protection is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no substantial expansion of the existing facility will occur. The operation of the facility will continue to provide communication services. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

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

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

JUL 12 2022 3.9

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 with the same tenant. The project will not substantially increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed 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:** 3-22-2022

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Chuckwalla Communication Site License Agreement

Accounting String: 524830-47220-7200400000 - FM047190000103


DATE: March 22, 2022

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: **Peter Komar, Real Property Agent II, 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: March 22, 2022
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 # FM047190000103**
Chuckwalla Communication Site License Agreement

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

Telecommunications License Agreement
LICENSOR: County of Riverside
LICENSEE: UNITED STATES CUSTOMS AND BORDER PROTECTION
Chuckwalla Communication Site, Riverside County
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WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

a rate of 130% of the last approved rent, and all other terms and conditions of this Agreement shall remain in full force and effect.

5. 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.

6. 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 payable on the 1st day of each month, in advance, to County at County's address specified in Paragraph 31 of this Agreement.

7. Pass-Through Costs

- (a) Pass-Through Costs. Licensee shall pay for all costs, penalties, fines or fees associated with Licensee's presence in or use of this facility, including any costs incurred by County as invoiced by the Bureau of Land Management, or any successor agency of the federal government, as it relates specifically to Licensee's presence in or use of the Premises.

8. Recurring Fees

- (a) Licensee shall pay County the following fees from legally available funds:

- 1) Recurring Shelter Fees. Equipment fees calculated at one full rack at \$523.56 per one full rack, per month, for a total equipment fee of \$523.56 per month. Equipment fees are subject to annual review and adjustment by the Riverside County Board of Supervisors on July 1st of each year, beginning July 1, 2022.
- 2) Recurring Tower Fees. Fees for 1 (one) medium mounted panel antenna placed at 50 (fifty) feet at \$600 per one antenna, peter month, for a total antenna fee of \$600.00 per month. 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, 2022.
- 3) Recurring Circuit Fees. Fees for forty-four (44) circuit miles at \$13.74 per circuit mile per month (\$604.56). Circuit fees are subject to annual review and adjustment by the Riverside County Board of Supervisors on July 1st of each year, beginning July 1, 2022.

- a. Forty-four Circuit Miles for a monthly fee of \$13.74 each.
- b. Total monthly circuit fees are \$604.56.

- 4) Administrative Fee. There shall be a monthly administrative surcharge of 4.86% of the amounts paid under 8(a)1 and 8(a)2, and 8(a)3 above ($\$1,728.12 \times .0486 = \83.88), 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, 2022.

- 5) Total Recurring Fees.

Fees for equipment One Full Rack	\$523.56
Fees for Circuit Miles	\$604.56

13. Change in Equipment

LICENSEE shall not cause or permit any change of any equipment installed on the Tower 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, said consent not to be unreasonable withheld or delayed.

14. 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 so long as the re-assignment or re-allocation does not interfere with Licensee's permitted use. 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.

15. 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, replace, 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.

16. Disposition of LICENSEE's Equipment

- (a) During the term of this Agreement, all wires, equipment, and other personal property placed on 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

21. 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.

22. 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 set forth by the FCC, LICENSEE must take action within 72 hours, and is responsible for all mitigation costs associated with such action to the return site to compliance with the FCC.
- (d) Prior to any field installation activity, the LICENSEE certifies herein that all personnel gaining access to Chuckwalla Mountain Site have received RFR safety awareness training and tower climbers have been qualified. LICENSEE shall provide copies of certifications to Riverside County Communication Site Manager.

23. 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) The 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

satisfactory to COUNTY. All electronic equipment will be installed according to Exhibit "E", County of Riverside Site Installation Standards attached hereto and incorporated herein by this reference.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

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.

36. 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 38 Default. A sixty (60) day cure period shall not apply to Section 6 Rent.

37. 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.

38. 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 (20) days after written notice that the rent is overdue.
- 2) LICENSEE fails to comply with any of the terms, conditions and covenants herein, (except Section 23 Interference, which shall govern in the event of frequency interference) and does not cure such default within forty-five (45) days after written notice thereof to LICENSEE or, if such default cannot be cured within the forty-five (45)

43. Hold Harmless

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 except to the extent caused by the negligent or intentional act of the COUNTY. 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.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

44. 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.

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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

- 52. Mode of Execution.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

**Exhibit A
Right of Way Grant
(Attached behind this page)**



United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Palm Springs-South Coast Field Office
690 West Garnet Avenue
P.O. Box 581260
North Palm Springs, CA 92258-1260



Visit us on the Internet at
www.ca.blm.gov/palmsprings

In Reply Refer To:
2860
CACA-45520
(CA-066.65)

OCT 10 2003

RECEIVED
NOV 19 2003

Certified Mail No. 7002 0510 0000 5047 9893
Return Receipt Requested

COUNTY OF RIVERSIDE
DEPARTMENT OF BUILDING SERVICES
REAL PROPERTY DIVISION

DECISION

County of Riverside
Dept. of Information Technology
6147 Rivercrest Dr.
Riverside, CA 92507

Right-of-Way Grant
CACA-45520

Right-of Way Grant LA-0149954 Conformed to FLPMA
Right-of-Way Grant CACA-45520 Term Extended
Secondary Users Approved
Amendment Approved

On July 2, 2003, the County of Riverside applied to the Bureau of Land Management to extend the expiration date for their Chuckwalla Mountain communications site lease LA-0149953, to conform grant LA-0149953 to the Federal Land Policy Management Act (FLPMA), and to amend the grant to allow for an additional 100' tall monopole tower to be installed to accommodate a secondary user within their site. In response to these requests, the BLM completed environmental reviews that analyzed these proposed actions (Environmental Assessment #CA-660-03-54).

On April 12, 1957, grant LA-0149953 was issued to the County of Riverside pursuant to the Act of March 4, 1911. This Act was repealed on October 21, 1976, by the Federal Land Policy Management Act (Public Law 94-579). With the prior consent of the grant holder and because the issuing authority for the original grant has been repealed, right-of-way grant LA-0149953 is hereby conformed to FLPMA and is given a new grant number: CACA-45520. This new grant number is to be used for future correspondence.

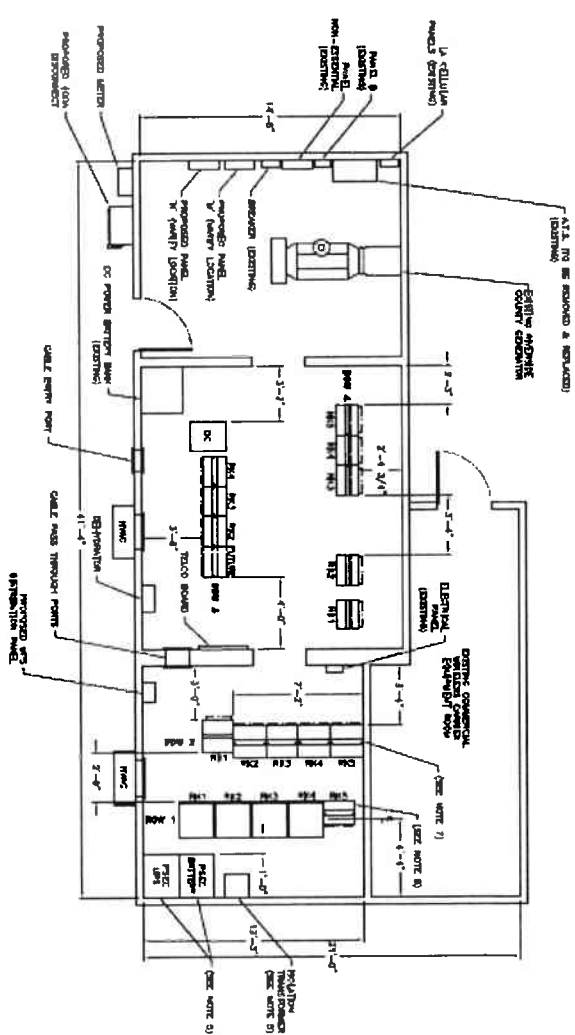
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

Elena Miguez
for James G. Kenna
Field Manager

Enclosure: 1842-1

NOTES

1. EQUIPMENT ROOM AS SHOWN ARE LOCATED AS SHOWN ON THIS DRAWING.
2. THE ROOMS ARE TO BE CONFINED TO THE ROOMS SHOWN ON THIS DRAWING.
3. THE EQUIPMENT ROOMS ARE TO BE CONFINED TO THE ROOMS SHOWN ON THIS DRAWING.
4. THE EQUIPMENT ROOMS ARE TO BE CONFINED TO THE ROOMS SHOWN ON THIS DRAWING.



EQUIPMENT ROOM EQUIPMENT LAYOUT - PLAN VIEW INTERIM

NO.	DESCRIPTION	QTY.	UNIT	REMARKS
1
2
3
4
5
6
7
8
9
10

Equipment Manufacturer(s)	Equipment Measurements
Motorola Quantar Base Station	Not rack mounted - occupies floor space listed above - repeater mounted on top of duplexer.
Sinclair Duplexer	Not rack mounted - occupies floor space listed above.

BACKUP POWER REQUIREMENTS

GENERATOR NOT REQUIRED <input type="checkbox"/>		RivCo Shared Generator <input checked="" 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 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	Station / Repeater				
Qty of Transmitters/Receivers	1				
Manufacturer	Motorola				
Type & Model	Quantar	Mod# T5365A	Ser# 509CAP0068		
Type of Technology	Conventional repeater				
Tx Power Output	100 Watts				
ERP (watts)	85 Watts				
Electric Service Req'd (amps/volts)					

Exhibit E
Installation Standards
(Attached behind this page)

County of Riverside Site Installation Standards

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County of Riverside Site Installation Standards

- Subcontractors shall be required to submit their written Safety Program to the Site Manager and obtain approval prior to commencing any work.
- All tower climbing shall be in accordance with the Fall Protection Program.



fire extinguisher.

- OSHA or other applicable Occupational Safety and Health standards/regulations shall be observed and followed in all phases of tower construction and maintenance. Proper documentation must be on file with County.

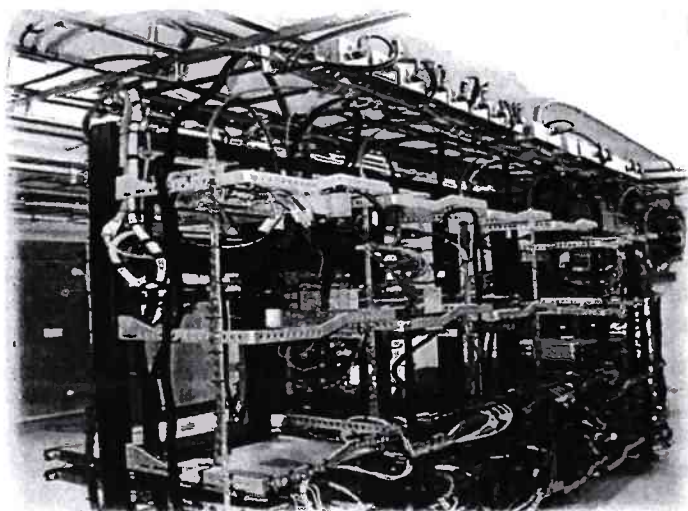
- All tower climbing crews shall provide copies of tower climbing and safety certification to the county prior to climbing the tower.

- In case of a fire at the Communication Site, the fire department shall be notified as soon as a fire is discovered. Notification shall not be delayed in order to assess the results of firefighting effort using on-site

Cabinet and Equipment Rack Installation Standards

The County Communication facilities are designed to utilize both open and closed rack mounting for equipment installations. Floor spacing and electrical outlet spacing in cable trays follow this pattern, which is designed to maximize the amount of equipment within the available floor space. All approved racks, cabinets, electrical (“If Available”) and cable tray for the specified communications site will be provided and installed by the County of Riverside per County standards unless otherwise specified or on a case by case basis. If tenant provides their own rack or cabinet it shall be installed per County standards, which include but are not limited to:

- Bonding to the MGB- (Master Ground Bar)
- Bonding to SSGB- (Sub System Ground Bus Bar)
- Bonding to RGB - (Rack Ground Bar)
- Bonding to ground bus conductor
- Bonding to communication bonding backbone conductors and grounding equalizer conductors.
- Approved welded rack or cabinet, based on the equipment specifications.
- Insulation pad/Isolated Grommets.
- Hilti Anchor-Specified for seismic (Zone 4) Part#HSL-3-B, M12
- A 36-inch side aisle shall be maintained around electrical panel boards (NFPA 70-2005, Article 110.26).
- A 36 to 48-inch front, side, and



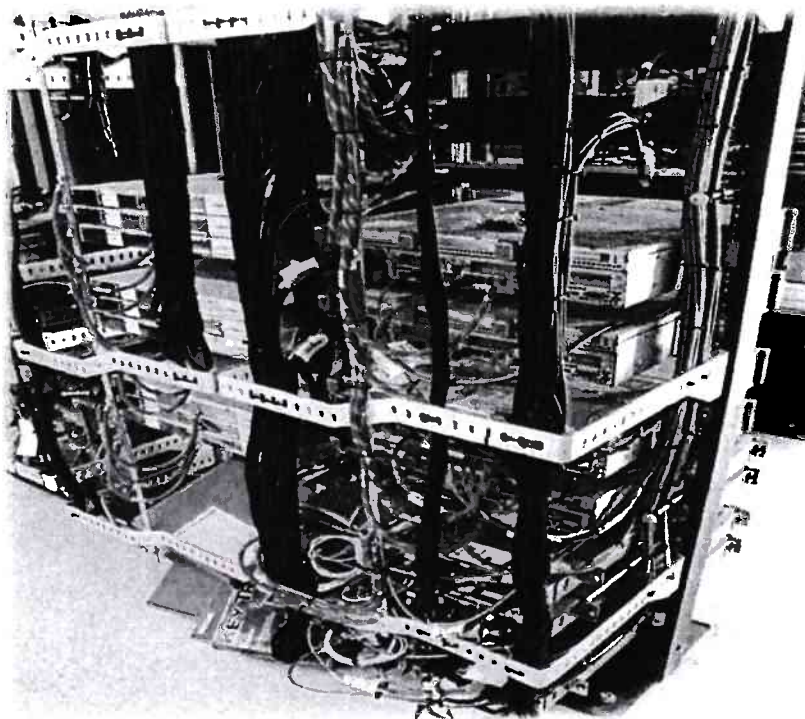
County of Riverside Site Installation Standards

transmit frequency carriers.

- Some radios, when manufactured, are designed to have the antenna connectors and control cables exit to the side. Side-mounted connectors require additional and odd spacing and disrupt designated floor plans. Mounting of this type of equipment, without modification, shall not be permitted in primary site radio facilities. It may however, be permitted with a single-station installation in County facilities other than specified locations and/or County radio facilities. Installation of this type of equipment shall require coordination for facilities under the jurisdiction of other agencies.
- Floor space assignments shall be made by Site Manager for locations under county control. Installations of equipment shall be well planned in order to provide a minimum of interference or downtime to system users. All installations or modifications that require the disabling of an operational system shall be coordinated with the proper jurisdiction. All equipment installations shall comply with all local building and electrical codes.
- 25-54 MHz - Transmitters in this range shall have an isolator with a minimum of 20dB reverse isolation followed by a low pass filter and a bandpass cavity setup, which provides a minimum of 20dB of attenuation at 1 MHz from the transmit frequency.
- 66-88 MHz - Transmitters in this range shall have an isolator with a minimum of 25dB reverse isolation followed by a low pass filter and bandpass cavity setup, which provides a minimum of 20dB of attenuation at 1 MHz from the transmit frequency.
- 130-225 MHz - Transmitters in this range shall have a set of isolators with a minimum of 50dB reverse isolation followed by a low pass filter and a bandpass cavity setup, which provides a minimum of 25dB of attenuation at 1 MHz from the transmit frequency.
- 276-284 MHz - Transmitters in this range shall have a set of isolators with a minimum of 50dB reverse isolation followed by a low pass filter and a bandpass cavity setup, which provides a minimum of 25dB of attenuation at 1 MHz from the transmit frequency.
- 400-512 MHz - Transmitters in this range shall have a set of isolators with a minimum of 50dB reverse isolation followed by a low pass filter and a bandpass cavity setup, which provides a minimum of 15dB of attenuation at 1 MHz from the transmit frequency.
- 764-960 MHz - Transmitters in this range shall have a set of isolators with a minimum of 50dB reverse isolation followed by a low pass filter and a bandpass cavity setup, which provides a minimum of 15dB of attenuation at 1 MHz from the transmit frequency.

County of Riverside Site Installation Standards

- The bending radius of CAT-5e cables shall be not less than 10 times the outside diameter of the cable. Follow the cable manufacturer's recommendations and see ANSI/TIA/EIA-568(b) and CSAT529-1995 for additional information.
- All other cables shall not have sharp bends which will damage or degrade the performance of the cable. The cable manufacturer's specifications shall be followed.
- Cabling in racks or cabinets shall be grouped according to function. Groups are defined as:
 - AC power cords
 - DC power cables
 - Ground conductors
 - RF transmission cabling
 - Data, control, signal and timing reference cabling and telephone cabling
- Cable groups within racks and cabinets shall be separated by 50.8 mm (2 in.) from other cable groups. See ANSI/TIA/EIA-568(b) and -569(b); and NFPA 70-2005, Articles 800.133, 810.18, 820.133 and 830.133 for additional information.
- When practical, cable groups at or in close proximity to equipment chassis should be separated by 50.8 mm (2 in.) or cross at a 90-degree angle.



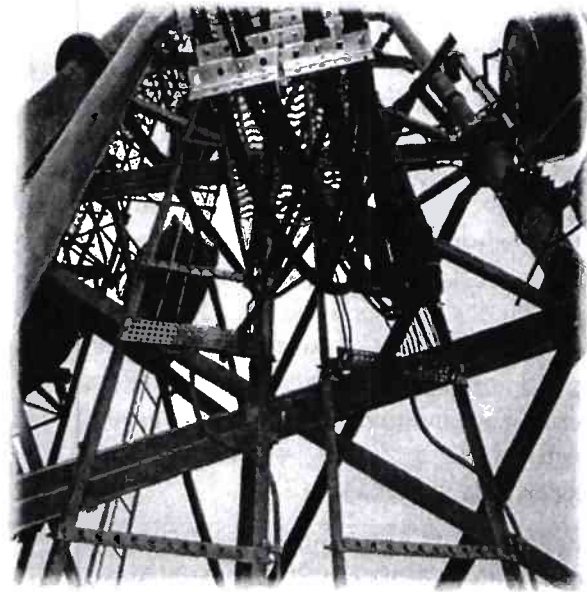
Communication Cabling Requirements for Plenums and Other Air-Handling Spaces

- Non-plenum rated power cabling shall not be installed within plenums. Failure to use plenum-rated cables in these areas can result in generation of toxic fumes in the event of a fire. Wiring systems may be installed in ducts specifically constructed to transport environmental air only when such wiring consists exclusively of the following. See NFPA 70-2005, Article 300.22(B) for additional information:
 - Type MI (mineral insulated) cable
 - Type MC (metal-clad) cable employing a smooth or corrugated impervious metal sheath without an overall nonmetallic covering.
 - Type CMP (communications plenum cable), electrical metallic tubing, flexible metal tubing, intermediate metal conduit, or rigid metal conduit. Flexible metal conduit and liquid-tight

County of Riverside Site Installation Standards

- Transmission lines shall not be mounted to climbing ladder rungs or climbing pegs.
- Transmission line installation should be planned with consideration for future expansion.
- Excess transmission line shall not be stored (coiled or looped) on the tower.
- Any unused or abandoned transmission line will be removed from tower.
- All transmission line connectors, splices, terminations, and jumpers shall be weatherproofed.

On towers where antenna feed line support systems have not been provided, antenna feed line runs may be secured by the utilization of stainless angle adapter clamps such as (Andrew part number 31768A) and the appropriate Andrew hanger kit number for size of cable) attached to the tower face cross angles. At other locations where galvanized pipe or electrical conduit has been utilized for mounting antennas, the vertical antenna feed line runs may be secured by the utilization of stainless steel wrap lock or stainless steel ties. When



installing antenna feed line runs, no feed line shall be attached to or supported by any other individual antenna feed line run already installed. Attachment intervals shall follow that of the manufacturer recommendation as provided in the Andrew reference catalog.

The utilization of messenger cable for antenna feed line support shall be considered on an "as-needed" basis.

Antenna feed line entryways are provided for each individual equipment row. All antenna feed line runs entering or exiting these buildings shall utilize the appropriate entryway for the equipment row being utilized. Each entryway port shall be fully utilized prior to the use of another entryway. Microflect entryway boots shall be used for the appropriate remote sites.

All antenna feed line runs inside buildings (where cable trays are provided) may be secured by utilization of black nylon cable ties. Where cable trays are not provided, the use of jiffy clips, one-hole pipe straps, rigid conduit straps, Unistrut and Unistrut clamps or black nylon cable ties shall be permitted to secure antenna feed line runs. Utilization of ELECTRO-GALVANIZED or PLATED material inside of buildings is permitted.

When Andrew LDF5-50A antenna feed line is used for the primary run, it shall terminate (when cable trays are provided) approximately twelve inches prior to being centered over a radio rack or radio cabinet. A jumper cable utilizing Andrew LDF4-50A shall be constructed to connect the antenna feed line to a base station, duplexer, transmitter combiner or receiver combiner, etc. In some cases RG-214, RG-142, RG-400 or Andrew FSJ4-50B may be permitted

A coax protector is to be utilized for the installation, it shall be installed in the cable tray between the 7/8" run of antenna feed line and the jumper cable going to the equipment. The coax

County of Riverside Site Installation Standards

transmission lines changes from vertical to horizontal. To lessen the likelihood of moisture on the cables getting into the shelter, the cables should be installed with a slight upward incline as they approach the shelter.

- Transmission line ground kits shall be installed per manufacturer specifications.
- Transmission line ground kits shall be sealed from the weather to prevent water and corrosion damage to the transmission line (ANSI T1.313-2003, section 10.5).
- When a tower bus bar is not available the transmission line ground kits shall be attached to an effectively grounded vertical member of the tower, using tower manufacturer-approved methods (typically a type of mechanical clamp).
- Transmission line ground kits shall be attached to a tower bus bar if available.
- Transmission line ground kit grounding conductors shall be installed without drip loops, parallel to the transmission line, and pointed down towards the ground to provide a direct discharge path for lightning (ANSI T1.313-2003, section 10.5.1).
- Transmission line ground kits shall be installed at the first point of contact, near the antenna (ANSI T1.334-2002, section 6.6; ANSI T1.313-2003, section 10.5.1; and MIL-HDBK-419A).
- Transmission line ground kits shall be installed at the bottom of the tower near the vertical to horizontal transition point (ANSI T1.313-2003, section 10.5.1; ANSI T1.334-2002, section 6.6; and MIL-HDBK-419A). The ground kits shall be bonded to the tower or tower ground bus bar (TGB) if installed.
- If the tower is greater than 61 m (200 ft.) in height, an additional ground kit shall be installed at the tower midpoint (ANSI T1.334-2002, section 6.6 and MIL-HDBK-419A). Additional ground kits shall be installed as necessary to reduce the distance between ground kits to 61 m (200 ft.) or less.
- In high lightning prone geographical areas, additional ground kits should be installed at spacing between 15.2 to 22.9 m (50 to 75 ft.) (ANSI T1.313, section 10.5.1 and ANSI T1.334-2002, section 6.6). This is especially important on towers taller than 45.7 m (150 ft.).

All antennas and transmission lines supported by wooden poles, or installed on the side of a structure will be handled and designed on a case by case basis and approved by the Site Manager.

The use of Andrew FSJ4-50B SUPERFLEXIBLE cable shall be permitted only in those cases where the bending radius required cannot be achieved when using Andrew LDF4-50A. The use of Andrew FSJ1-50 or Andrew LDF2-50 shall not be permitted. Any variation from the above shall require the approval of the RCIT Site Manager for County-controlled facilities. Coordination and approval shall be required with other controlling agencies.

County of Riverside Site Installation Standards

horizontal. To lessen the likelihood of moisture on the cables getting into the shelter, the cables should be installed with a slight upward incline as they approach the shelter.

All microwave waveguide shall be grounded by following the same procedure as that of antenna feed line grounding. The required grounding kit shall be obtained from the Andrew reference catalog for the type of waveguide being utilized. Special consideration shall be given to microwave waveguide installations and shall require contacting the RCIT Site Manger. All transmission lines shall be labeled per county guidelines. County guidelines will be provided from the Site Manager prior of installation.

When equipment/users vacate a communications building, the antenna(s), transmission line(s) along with all hardware and appurtenances are to be removed from the tower and inside the comm. building.

Documentation

All systems, when installed shall provide the following prior to acceptance:

- Transmitter frequency by antenna mount
- Power out of transmitter
- FCC License

Coordination with the RCIT Site Manager shall be required when multiplex channels are to be installed in the County Microwave System.

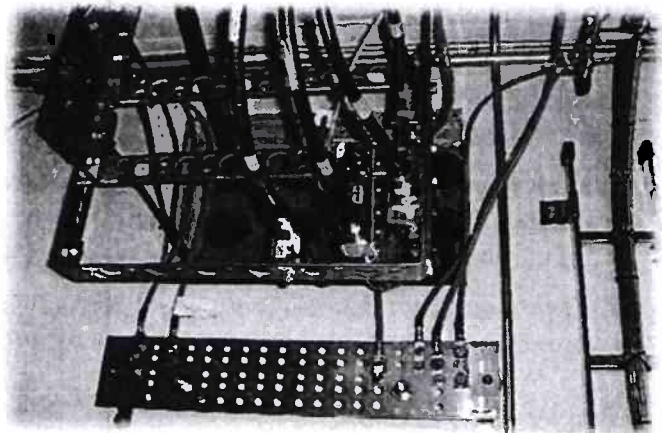
Surge Protection Devices (SPDS)

All surge protection devices and outside telecommunication cable metallic shields including, but not limited to, items listed below **shall** be effectively bonded back to the internal grounding (earthing) system with a 16 mm² csa (#6 AWG) or coarser equipment grounding conductor by using the following requirements and connection methods described within this document:

- Individual RF Surge Protection Devices
- Primary Surge Protection Devices
- Secondary Surge Protection Devices
- Telecommunication Cable Metallic Shields
- GPS Cable Metallic Shields

RF Surge Protection Devices

RF transmission SPDs **shall** be bonded to the MGB within 610 mm (24 in.) of entry into the equipment shelter, equipment room or equipment area. A separate equipment grounding (earthing) conductor **shall** be used to bond each of these devices to the MGB or to a SSGB. RF



County of Riverside Site Installation Standards

through which it passes. If the hole or opening is much larger than the conductor and is intended to accommodate several conductors, the conductor is not required to be bonded.

- Ground bus conductors may be routed within cable trays, on the outside of cable trays where suitable support is provided, or along equipment platforms.
- Equipment grounding conductors shall be installed along the rack rail.
- Ground bus conductors shall be routed using the shortest possible routes.
- Bending radius: Ground bus conductors of all sizes shall maintain a minimum bending radius of 8 inches. The angle of any bend shall not be less than 90 degrees.

Tenant Communication

If there are situations in which one tenant needs to communicate with another tenant regarding equipment at the site, all communication will go through the Riverside County Site Manager. Unless directed by the Riverside County Site Manager, or a life and death emergency, tenants **shall not** contact other tenants regarding the site, equipment, interference, etc.

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.

Ingress Procedures

To enter County of Riverside Communications Center and Other Communications Facilities, 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

County of Riverside Site Installation Standards

- A copy of the license must be provided to the County of Riverside Site Administrator before the transmitting equipment will be allowed to be placed in service.

A copy of the Riverside County Application and Technical Data Form as approved by Riverside County Facilities Management must be posted in the site.

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

FOR COUNTY CLERK USE ONLY	
Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.	
<u>7/12/22</u> Date	<u>zm</u> Initial

NOTICE OF EXEMPTION

March 22, 2022

Project Name: Chuckwalla Communications Site License Agreement with US Customs and Border Protection, Chuckwalla Mountains

Project Number: FM047190000103

Project Location: Five miles southwest of Desert Center, Interstate 10 and Rice Road; three miles northwest of Red Cloud Mine Road, Chuckwalla Mountains, Assessor's Parcel Number (APN) 811-100-007

Description of Project: The County has legal rights, pursuant to a 50 year Right of Way dated October 10, 1957, and extended through October 9, 2037 (ROW Grant), 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 Chuckwalla Communication Site, in the County of Riverside, State of California, currently identified by Assessor Parcel Number 811-100-007(Property).

The County owns and operates certain electronic communications facilities at the site located at the Chuckwalla Communication Site, in the County of Riverside, California and the United States (US) Customs and Border Protection, a political entity, (Licensee) is currently in use of equipment space and antenna space thereon, hereinafter the Premises from a License agreement dated October 1, 1998. Their current License Agreement is expired and currently month to month.

This action, requests approval of a one-year Communication License Agreement between County and Licensee. It is in the best interests of the County that a license agreement be consummated between the County and the Licensee on the terms and conditions herein contained. The License Agreement with US Customs and Border Protection is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no substantial expansion of the existing facility will occur. The operation of the facility will continue to provide communication services. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

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

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

JUL 12 2022 3.9

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 with the same tenant. The project will not substantially increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed 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:** 3-22-2022
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Chuckwalla Communication Site License Agreement

Accounting String: 524830-47220-7200400000 - FM047190000103

DATE: March 22, 2022

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: Peter Komar, Real Property Agent II, 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: March 22, 2022
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 # FM047190000103**
Chuckwalla Communication Site License Agreement

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

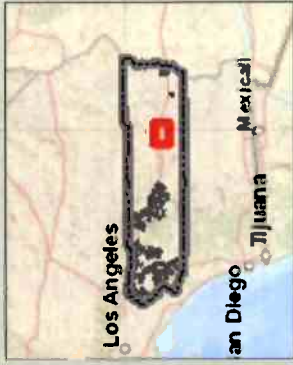
If you have any questions, please contact Mike Sullivan at 955-8009 or email
at msullivan@rivco.org.

Attachment

cc: file

Chuckwalla Communications Site

US Customs License Agreement



Legend
 City Areas
 World Street Map

Notes
 APN 811-100-007

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.

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0 12 24,629 Feet 314

Chuckwalla Communications Site

US Customs License Agreement



Legend

- Blueline Streams
- City Areas



0 770 1,539 Feet

REPORT PRINTED ON...5/24/2022 3:13:27 PM

© Riverside County GIS

Notes

APN 811-100-007

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Chuckwalla Communications Site

US Customs License Agreement



- Legend**
- Parcels
 - Blueline Streams
 - City Areas



0 192 385 Feet

REPORT PRINTED ON... 5/24/2022 3:14:25 PM

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Notes
APN 811-100-007



Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
2724 Gateway Drive
Riverside, CA 92507
(951) 486-7000
www.rivcoacr.org

Receipt: 22-265148

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	\$50.00
	# Pages	2
	Document #	E-202200652
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
	F&G Notice of Exemption Fee	\$50.00
Total		\$50.00
Tender (On Account)		\$50.00
Account#	ECDEV	
Account Name	ECDEV - ECONOMIC DEVELOPMENT-FACILITIES MGMT	
Customer Name	MIKE SULLIVAN	
Balance	\$18,568.50	
Comment	951-955-8009	



State of California - Department of Fish and Wildlife
2022 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a

RECEIPT NUMBER: 22-265148
STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY RIVERSIDE COUNTY FACILITIES MANAGEMENT	LEAD AGENCY EMAIL MSULLIVAN@RIVCO.ORG	DATE 07/14/2022
COUNTY/STATE AGENCY OF FILING RIVERSIDE	DOCUMENT NUMBER E-202200652	

PROJECT TITLE
CHUCKWALLA COMMUNICATIONS SITE LICENSE AGREEMENT WITH US CUSTOMS AND BORDER PROTECTION, CHUCKWALLA MOUNTAINS

PROJECT APPLICANT NAME RIVERSIDE COUNTY FACILITIES MANAGEMENT	PROJECT APPLICANT EMAIL MSULLIVAN@RIVCO.ORG	PHONE NUMBER 955-8009
PROJECT APPLICANT ADDRESS 3133 MISSION INN AVENUE,	CITY RIVERSIDE	STATE CA
		ZIP CODE 92507

PROJECT APPLICANT (Check appropriate box)

Local Public Agency School District Other Special District State Agency Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,539.25	\$ _____
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,548.00	\$ _____
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,203.25	\$ _____

Exempt from fee

Notice of Exemption (attach)

CDFW No Effect Determination (attach)

Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$ _____
<input checked="" type="checkbox"/> County documentary handling fee		\$ <u>50.00</u>
<input type="checkbox"/> Other		\$ _____

PAYMENT METHOD:

Cash Credit Check Other

TOTAL RECEIVED \$ 50.00

SIGNATURE X <i>J. Vallejo</i>	AGENCY OF FILING PRINTED NAME AND TITLE Deputy
---	--

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

FILED / POSTED

County of Riverside
Peter Aidana
Assessor-County Clerk-Recorder

E-202200652
07/14/2022 09:56 AM Fee: \$ 50.00
Page 1 of 2

Removed: By: Deputy



NOTICE OF EXEMPTION

March 22, 2022

Project Name: Chuckwalla Communications Site License Agreement with US Customs and Border Protection, Chuckwalla Mountains

Project Number: FM047190000103

Project Location: Five miles southwest of Desert Center, Interstate 10 and Rice Road; three miles northwest of Red Cloud Mine Road, Chuckwalla Mountains, Assessor's Parcel Number (APN) 811-100-007

Description of Project: The County has legal rights, pursuant to a 50 year Right of Way dated October 10, 1957, and extended through October 9, 2037 (ROW Grant), 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 Chuckwalla Communication Site, in the County of Riverside, State of California, currently identified by Assessor Parcel Number 811-100-007(Property).

The County owns and operates certain electronic communications facilities at the site located at the Chuckwalla Communication Site, in the County of Riverside, California and the United States (US) Customs and Border Protection, a political entity, (Licensee) is currently in use of equipment space and antenna space thereon, hereinafter the Premises from a License agreement dated October 1, 1998. Their current License Agreement is expired and currently month to month.

This action, requests approval of a one-year Communication License Agreement between County and Licensee. It is in the best interests of the County that a license agreement be consummated between the County and the Licensee on the terms and conditions herein contained. The License Agreement with US Customs and Border Protection is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no substantial expansion of the existing facility will occur. The operation of the facility will continue to provide communication services. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

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

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

JUL 12 2022 3.9

