

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



**ITEM: 3.10  
(ID # 23677)**

**MEETING DATE:**

**FROM :** FACILITIES MANAGEMENT:

Tuesday, February 06, 2024

**SUBJECT:** FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Ratification and Approval of the License Agreement between the County of Riverside and the United States Customs and Border Protection for the Box Springs Public Safety Enterprise Communication Site, Assessor's Parcel Numbers 256-030-006, California Environmental Quality Act (CEQA) Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 5. [\$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 CEQA Guidelines Section 15301 Class 1 - Existing Facilities and 15061(b)(3), "Common Sense" Exemption;
2. Ratify and approve the attached License Agreement between the County of Riverside (County) and United States Customs and Border Protection for the Box Springs Public Safety Enterprise Communication Site, and authorize the Chair of the Board to execute the Agreements 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; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of approval by the Board.

**ACTION:Policy**

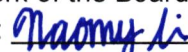
  
Rose Salgado, Director of Facilities Management 2/16/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: February 6, 2024  
xc: FM-RE, Recorder

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Revenue Lease			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24-33/34	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND**

**Box Springs Summary:**

The County of Riverside (County), for the benefit of its Public Safety Enterprise Communications (PSEC), owns and operates the Box Springs Communication Site, located at 11030 Box Springs, Riverside, also identified as Assessor's Parcel Number 256-030-006 (Property).

The County owns and operates communications facilities on the Property and entered into a License Agreement with the United States Customs and Border Protection (CBP) on October 1, 2008. The License Agreement expired on September 30, 2018, but has continued under a month-to-month tenancy. This action will provide CBP with a new License Agreement which extends their current colocation and use of the Property for an additional ten (10) years at an increased monthly rent in accordance with the Board approved rates.

The new License Agreement is summarized as follows:

**APN:** 256-030-006

**Licensee:** U.S. Customs and Border Protection

**Licensors:** County of Riverside

**Term:** Ten (10) years commencing October 1, 2023 and expiring at midnight on September 30, 2033.

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

<b>Rent:</b>	<u>Current</u>	<u>New</u>
	\$1,548.85 per month	\$2,161.98 per month

**Utilities:** County pays electricity

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

**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**

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

**Additional Fiscal Information**

There are no Net County Costs related to this revenue license agreement.

**ATTACHMENTS:**

- License Agreement
- Notice of Exemption
- Aerial Image

  
Aaron Gettis, Deputy County Counsel 1/24/2024

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> Street, Suite 200, Riverside, CA 92501

**FILED / POSTED**

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-202400132  
02/07/2024 10:28 AM Fee: \$ 50.00  
Page 1 of 2

Removed: By: Deputy



**NOTICE OF EXEMPTION**

November 16, 2023

**Project Name:** United States Customs and Border Protections (CBP) License Agreement for the Box Springs Communications Site

**Project Number:** # FM047462000600

**Project Location:** At southern end of Box Canyon Road, approximately 600 feet north of the south-facing "M" on Box Springs Mountain, west of Pigeon Pass Road; APN 256-030-006

**Description of Project:** The County, for the benefit of its Public Safety Enterprise Communications (PSEC), owns and operates a certain electronic communications facility at its Box Springs Communications Site, located at the end of Box Springs Mountain Road, Moreno Valley California, also identified as APN 256-030-006.

The County entered into a License Agreement on October 1, 2008, with the U.S. Customs and Border Protection for use of equipment space and antenna space. Their current License Agreement expired September 30, 2018 and is now month-to-month tenancy. CBP is seeking a new License Agreement with the County for both locations for a ten-year term, commencing October 1, 2023 and expiring on September 30, 2033. The License Agreement includes two, five-year options to extend.

The License Agreement with CBP 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

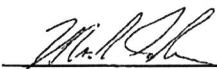
**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**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 the continued use of 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 areas. No impacts beyond the ongoing, existing use of the sites 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: 11-16-2023

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

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

Telecommunications License Agreement

LICENSOR: COUNTY of RIVERSIDE

LICENSEE: U.S. CUSTOMS AND BORDER PROTECTION

Box Springs Communication Site, Riverside COUNTY

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## **PREAMBLE**

This Public Safety Enterprise Communications License Agreement, hereinafter referred to as the "Agreement" shall be effective as of the 1<sup>st</sup> day of **October, 2023** by and between COUNTY of RIVERSIDE, on behalf of the Riverside County Sheriff's Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and U.S. CUTOMS AND BORDER PROTECTION, a political entity, hereinafter collectively referred to as "LICENSEE". It is hereby agreed as follows:

### **1. Recitals**

- a. The County has under its control real property in the County of Riverside, State of California, located at 11030 Box Springs, Riverside, Assessor's Parcel Number 256-030-006, hereinafter referred to as the "Premises", and more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by reference;
- b. The Premises are part of the Riverside County Public Safety Enterprise Communications system which operates the communication network for first responders in the County;
- 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 contained herein, and the license granted to LICENSEE will not substantially conflict or interfere with the use of the Premises by the COUNTY;
- 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, 2023 ("Commencement Date"), and expiring at midnight on September 30, 2033.

### **3. Option to Extend**

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 effect July 1 of each year. On the first of July of every year of the term set forth in Section 2, above, or any renewal term as set forth in Section 3, above, 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 1<sup>st</sup> day of each month, in arrears, to County at County's address specified in Paragraph 32 of this Agreement. County and Licensee acknowledge and agree that initial Rent payment(s) shall not actually be sent by Licensee until sixty (60) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is April 1. Licensee shall send to County the Rent payments for April 1, May 1 and June 1 by June 1.

## 7. Recurring Fees

- (a) LICENSEE shall pay COUNTY the following fees from legally available funds:

- 1) Recurring Shelter Fees. Equipment fees calculated at one half rack at \$261.78 per month, for a total equipment fee of \$261.78 per month. Equipment fees are subject to annual review and adjustment by the Riverside COUNTY Board of Supervisors on July 1<sup>st</sup> of each year, beginning July 1, 2024.
- 2) Recurring Tower Fees. Fees for two (2) top mounted panel antenna placed at 90 (ninety) feet at \$900 per one antenna, per month, for a total antenna fee of \$1,800.00 per month. Antenna fees are subject to annual review and adjustment by the Riverside COUNTY Board of Supervisors on July 1<sup>st</sup> of each year, beginning July 1, 2024.
- 3) Administrative Fee. There shall be a monthly administrative surcharge of 4.86% of the amounts paid under 7(a)1 and 7(a)2 above ( $\$2061.78 \times .0486 = \$100.20$ ), said percentage being subject to annual review and adjustment by the Riverside COUNTY Board of Supervisors on July 1<sup>st</sup> of each year, beginning July 1, 2024.

- 4) Total Recurring Fees.

Fees for equipment One Half Rack	\$ 261.78
Fees for antennas placed upon the tower	\$ 1,800.00
<u>Fees for administrative surcharge</u>	<u>\$ 100.20</u>
<b>Total monthly fees</b>	<b>\$ 2,161.98</b>

- 5) In the event LICENSEE fails, or refuses, to make its monthly rental payment thirty (30) days after the dates required herein, LICENSEE shall pay to COUNTY Interest on any past due obligations at the rate of 10% per annum.

## 8. 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 "B", 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.

#### **9. 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 "C", attached hereto and incorporated herein by reference.
- (b) County will maintain control over Tower Premises access. Riverside County IT staff will escort any individual with ingress and egress rights to Premises, according to Section 9(a), above. Requests for escorts must be made according to the Ingress Procedures outlined in Exhibit "C" 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 \$122.79, between 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays, and at an hourly rate of \$135.31 at all other times. The hourly accompaniment rate(s) are adjusted by the Riverside County Board of Supervisors on July 1 annually.

#### **10. Site Safety and Cleanliness**

LICENSEE shall maintain a clean and safe working environment at the Premises and comply with all Cal/OSHA safety regulations. The COUNTY reserves the right to remove or expel from the site, any personnel, including contractors, observed working in an unsafe manner.

#### **11. Inspection of Equipment**

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

#### **12. Change in Equipment**

LICENSEE shall not cause or permit any change of any equipment installed on the Premises by LICENSEE, including power outputs or changes in the use of the frequencies described in Exhibit "B" 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.

#### **13. 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. If 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.

#### **14. 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 ninety (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.

#### **15. 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 this Agreement.
- (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 and sole expense 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.

#### **16. 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.

#### **17. 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.

#### **18. 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 unreasonable. 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 under this Agreement.

#### **19. Utilities**

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

#### **20. 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.

#### **21. Radio Frequency Radiation (RFR)**

- (a) The COUNTY will conduct field testing after installation to certify and document RFR maximum permissive exposure (MPE) standards established by the Federal Communications Commission (FCC) OET Bulletin 65 and FCC CFR 47 Section 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 to mitigate cause of the excess FRF within seventy-two (72) hours, and is responsible for all mitigation costs associated with such action to the return site to compliance with FCC regulations.
- (d) Prior to any field installation activity, the LICENSEE certifies herein that all personnel gaining access to the Premises have received RFR safety awareness training and tower climbers have been qualified. LICENSEE shall provide copies of certifications to Riverside COUNTY Communication Site Manager.

## 22. 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) which may now exist or be brought into existence during the term of this Agreement. 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 the 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 seventy-two (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 Premises, by such equipment installed by Licensee, or by changes to said equipment, shall be undertaken by the County of Riverside at the sole cost of LICENSEE. 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 seventy-two (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.

### **23. 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 "D", COUNTY of Riverside Site Installation Standards attached hereto and incorporated herein by this reference.

### **24. 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.

### **25. 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 Premises is, and shall remain, tax exempt as long as COUNTY of Riverside remains the owner of the Premises. COUNTY shall pay all real property taxes, assessments, and deferred taxes on the Premises.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

## **30. 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.

## **31. 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.

## **32. 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  
Euless, Texas 76040  
Attn: Leasing Manager

### **COUNTY:**

COUNTY of Riverside  
Facilities Management  
Real Estate Division  
3450 14<sup>th</sup> Street, Suite 200  
Riverside, California 92501  
FM-Leasing@rivco.org

Project Manager:  
Paul Boisvert  
(214)450-8074  
[Paul.f.boisvert@cbp.dhs.gov](mailto:Paul.f.boisvert@cbp.dhs.gov)

Contracting Officer  
Matthew Hancock  
(972)896-1421  
[Matthew.jancock@cbp.dhs.gov](mailto:Matthew.jancock@cbp.dhs.gov)

### **33. COUNTY's Representative**

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

### **34. Termination by COUNTY**

- (a) County may terminate this Agreement upon thirty (30) days prior written notice to Licensee
- (b) COUNTY shall have the right to immediately terminate this Agreement:
  - 1) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of LICENSEE as a debtor.
  - 2) In the event that LICENSEE makes a general assignment, or LICENSEE's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.
  - 3) In the event of abandonment of the Premises by LICENSEE.
  - 4) In the event LICENSEE fails or refuses to meet its rental obligation, or any of them, hereunder or as otherwise provided by law.
  - 5) In the event LICENSEE fails or refuses to perform, keep or observe any of its duties or obligations hereunder; provided, however, that LICENSEE shall have sixty (60) days in which to correct its breach or default after written notice thereof has been sent to LICENSEE by COUNTY, unless otherwise indicated in Section 36, Default. A sixty (60) day cure period shall not apply to Section 6 Rent.

### **35. Termination by LICENSEE**

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

- (b) LICENSEE shall have the option to terminate this Agreement, at any time, by giving written notice to the COUNTY a minimum of ninety (90) days prior to the date when such termination shall become effective.

### **36. Default**

(a) The following shall be deemed events of default by LICENSEE under this Agreement:

- 1) The Rent provided for in this Agreement remains unpaid for thirty (30) days after COUNTY provides written notice that the rent is overdue.
- 2) LICENSEE fails to comply with any of the terms, conditions and covenants herein, (except Section 22 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 any construction permit and/or license issued to LICENSEE by the FCC and/or CPUC, or any other federal, state, or local authority for purposes of conducting its communications operation at the Premises.

### **37. Quiet Enjoyment**

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

### **38. Free From Liens**

LICENSEE shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to LICENSEE, in, upon, or about the Premises, and which may be secured by a mechanics', materialmen's or other lien against the property of COUNTY or COUNTY's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if LICENSEE desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, LICENSEE shall forthwith pay and discharge said judgment.

### **39. Insurance.**

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.

#### **40. Acceptance of Premises**

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

#### **41. Hold Harmless**

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 fullest extent permitted by law 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.

#### **42. Assignment**

- (a) LICENSEE cannot assign, sublet in any manner any of its rights, duties or obligations hereunder to any person or entity without the advance written consent of COUNTY.
- (b) LICENSEE shall not have the right to assign, sublease, or otherwise transfer in any manner this Agreement or any interest in the Premises and its rights herein, in whole or in part, without COUNTY's advance written consent.
- (c) LICENSEE shall not mortgage, hypothecate, or otherwise encumber the land or the Premises of COUNTY, or allow a lien to be placed on the property, but may pledge or substitute its physical assets (the tower structure, shed, fixtures, radio equipment and antennae) as collateral on any financing instrument.
- (d) COUNTY may mortgage its land but shall not encumber any of the physical assets of LICENSEE or any license.
- (e) LICENSEE reserves the right to substitute other State of California agencies, and such substitution shall not be considered an event of assignment or sublease pursuant to this paragraph; provided, however, that LICENSEE provides COUNTY with 90 days' advanced written notice of such substitution.

#### **43. Hazardous Materials**

- (a) LICENSEE agrees to abide by all federal, state and local environmental laws, rules, regulations, ordinances, judicial, or administrative decrees, orders, decisions, authorizations or permits pertaining to the protection of human health and/or the environment.
- (b) LICENSEE shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by LICENSEE, its agents, employees, contractors or invitees, except batteries in type and configuration approved by COUNTY, coolants used for cooling systems and reasonable amounts of cleaning supplies or materials usually used within the Premises, provided, however, such supplies or materials are reasonably necessary to complete any maintenance contemplated in this Agreement. 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, codified as 42 U.S.C. Section 6901, et seq., 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, codified as 42 U.S.C. Section 9601, et seq., and the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), California Code of Regulations, Title 27, Section 25102, et seq., as amended from time to time, and regulations promulgated thereunder; (c) any "acutely hazardous waste," "extremely hazardous waste," or "hazardous waste" as defined in Chapter 6.5, Article 2 of the California Health and Safety Code, Section 25110, et seq.; (d) any oil, petroleum products and their by-products; and (e) 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 therefor shall be used, kept, stored and disposed of in a manner that complies with all applicable federal, state, and local laws or regulations pertaining to any such hazardous material, and shall not cause public or private nuisance or trespass.
- (f) Upon termination of this Agreement and at the written request of COUNTY, LICENSEE, at its sole cost and expense, shall remove in the manner required by law any storage tanks or other hazardous materials located upon the Premises solely as a result of LICENSEE's actions or the actions of LICENSEE's agents, employees, contractors, or invitees.

#### **44. Entire Agreement**

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

#### **45. Interpretation of Agreement**

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

#### **46. Future User's Obligation**

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

#### **47. Supersedes Prior**

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

#### **48. Subrogation**

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

#### **49. Essence of Time**

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

#### **50. 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. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

#### **51. Counterparts**

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same 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

By:   
CHUCK WASHINGTON  
Chairman, Board of Supervisors

**LICENSEE:**

U.S. CUSTOMS AND BORDER PROTECTION,  
a political entity

By: \_\_\_\_\_

Date: 2/06/2024

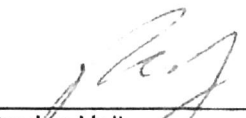
Date: \_\_\_\_\_

By: A.C.

RIVERSIDE COUNTY PUBLIC SAFETY  
ENTERPRISE COMMUNICATIONS STEERING  
COMMITTEE CHAIR

Date: Sep 12, 2023  
Tony Conrad  
Chair

**APPROVED AS TO FORM:**  
County Counsel, Minh C. Tran

By:  FOR  
Braden Holly  
Deputy County Counsel

Date: 8/17/23

**ATTEST:**  
KIMBERLY A. RECTOR, Clerk

By:   
DEPUTY

EXHIBIT A  
Premises

All that certain real property situated in the County of Riverside, State of California, described as follows:

Being that certain parcel of land conveyed to Riverside County, by Deed recorded May 26, 1941, in Book 505, Page(s) 318, of Official Records, records of the recorder of Riverside County, California, lying within the Southeast Quarter of Section 27, Township 2 South, Range 4 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, being more particularly described as follows:

Beginning at the Southeast corner of Section 27, as shown by Map on file in Book 75, Page(s) 59, of Record of Surveys, said records of the Recorder;

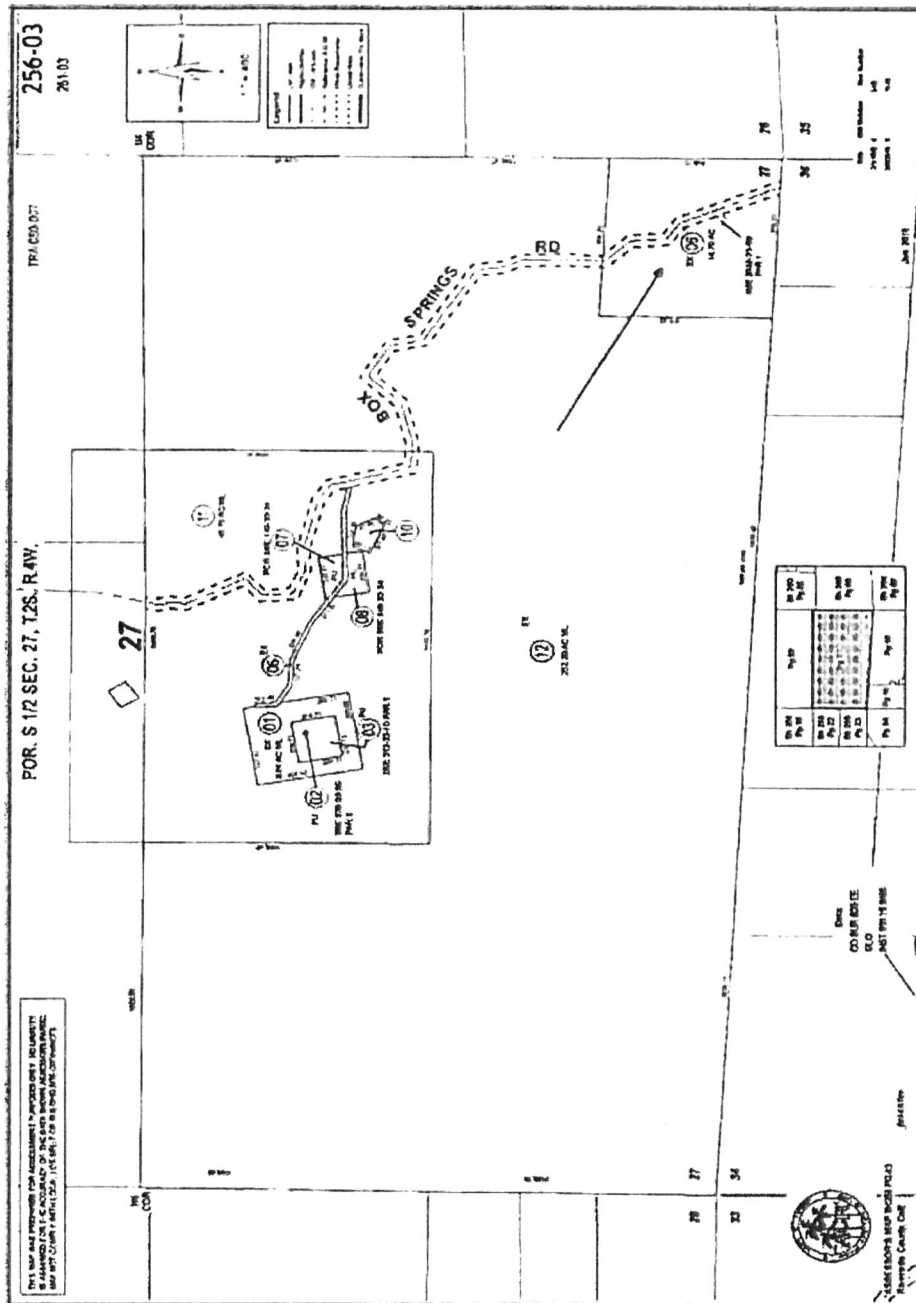
Thence North  $87^{\circ} 20' 29''$  West, along the Southerly line of said Section 27, a distance of 808.33 feet;

Thence North  $00^{\circ} 18' 02''$  West parallel with the Easterly line of said Section 27, a distance of 808.33 feet;

Thence South  $87^{\circ} 20' 23''$  East parallel with the Southerly line of said Section 27, a distance of 808.33 feet to a point of intersection with the Easterly line of said Section 27;

Thence  $00^{\circ} 18' 02''$  East along said Easterly line of said Section 27, a distance of 808.33 feet to the point of beginning.

APN: 256-030-006



**EXHIBIT B**  
Technical Data Sheet

Site Name	PA369 Box Springs	Application Type	New <input type="checkbox"/> Modification <input type="checkbox"/>	Date	6/15/23
County Site Manager	Chuck Rushing 951-840-8680	Latitude	33.960234		
		Longitude	-117.279396		
Site Description	The Site consists of the telecommunications tower and equipment pad located in the Moreno Valley, COUNTY of Riverside, CA.: The access road is owned and controlled by COUNTY of Riverside, CA				
Legal Description (if available)					
<b>CUSTOMER SITE INFORMATION</b>					
Customer Name/Org	U.S. Customs and Border Protection				
Customer Site Name	PA 369 Box Springs	Customer Site Num			
Summary of Work to be completed on Site:					
<b>PROJECT CONTACT INFORMATION</b>					
Primary Contact	Jose.D.Marquez			Only POC for Deliverables	<input type="checkbox"/>
Company/Organization	CBP OIT				
Address, City, State, Zip	1 World Trade Ctr. Long Beach CA 90831				
Office Phone	562-256-8875	Email	jose.d.marquez@cbp.dhs.gov	Cell	323-574-5925
<b>CUSTOMER ADDITIONAL CONTACT INFORMATION</b>					
	<b>Firm or Contact Name</b>	<b>Email</b>	<b>Phone</b>		
RF Engineer					
Construction PM					
Other					
<b>DELIVERABLES TO BE SENT TO</b>					
Agreement Draft/Final	Paul Boisvert	Paul.f.boisvert@cbp.dhs.gov	214-450-8074		
Company / Organization	U.S. Customs & Border Protection				
Address	150 Westpark Way, Euless Texas 76040				
Legal Entity Name					
Signatory Full Name/Title					
Address, City, State, Zip					
Attn: Full Name					

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

**Radio Frequency Radiation Study (required by FCC Regulation)**

Tower Analysis  
BTU Analysis

Electrical Analysis  
Intermodulation Studies

GROUND SPACE REQUIREMENTS				
Dimensions	Length (ft)	Width (ft)	Height (ft)	Or Sq. Ft
Primary Contiguous Lease Area				
Minimum space required if requested area not available				
Inside Shelter <input checked="" type="checkbox"/>	Floor DIMS Needed	22"	18"	72"
Custom Shelter <input type="checkbox"/>	Dimensions			
Pad for Shelter <input type="checkbox"/>	Dimensions			
Stoop <input type="checkbox"/>	Dimensions			
Outdoor Cabinets <input type="checkbox"/>	Dimensions			
Pad for Cabinets <input type="checkbox"/>	Dimensions			
<b>RACK SPACE REQUIREMENTS</b> (application will not be considered complete without Equipment Information)				
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		
<b>BACKUP POWER REQUIREMENTS</b>				
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:				
<b>FOR COUNTY SITE MANAGER USE</b>				
Setback Requirements:				
<b>SECONDARY GROUND LEASE AREA REQUIREMENTS</b> (i.e. for additional dish, antenna, etc., beyond area describe above)				
Will supplementary ground space be needed to accommodate additional equipment?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If yes, please identify the dimensions for the additional area				
Minimum space required if requested area not available				
Additional equipment – please describe, if other than generator described above				
Additional equipment description				
Ground space notes (if additional area needed beyond that indicated above, please note here):				
<b>POWER/TELCO REQUIREMENTS</b>				
Power provided by	Utility Company Direct <input checked="" type="checkbox"/>	County Provided <input type="checkbox"/>	Avg Monthly Power Consumption	KWH units
Telco/Interconnect Requirements	POTS <input type="checkbox"/>	TI <input type="checkbox"/>	Microwave <input type="checkbox"/>	Fiber Optic <input type="checkbox"/>

TRANSMITTER SPECIFICATIONS (& RECEIVER)						
If Transmit antenna are requested below 30', Applicant will be required to pay for a RF Field Study.						
Transmitter/Receiver Type	Station / Repeater					
Qty of Transmitters/Receivers	2					
Manufacturer	Motorola					
Type & Model	Quantar	Mod# T5365A	Ser#509CDM1231	Quantar	Mod# T5365A	509CBR0360
Type of Technology	Conventional repeater	Conventional repeater	Conventional repeater	Conventional repeater	Conventional repeater	Conventional repeater
Tx Power Output	100 Watts	100 Watts		100 Watts		
ERP (watts)	85 Watts	85 Watts		85 Watts		
Electric Service Req'd (amps/volts)						

ANTENNA EQUIPMENT SPECIFICATION						
Equipment Type	Collinear Omni	Collinear Omni				
Installation Status	Active	Active				
RAD Center AGL (ft)						
Equip Mount ht (ft)	40'	1 <sup>st</sup> platform				
Equip Mount Type	Direct mount	Direct mount				
Equip Manufacturer	Alive	Alive				
Equip Model #	ATC-GC1V40-1	ATC-GC1V40-2				
Equip Dimensions (HxWxD) (ft or in)	4.00 x 4.00 x 239.00	4.00 x 4.00 x 239.00				
Equip Weight (per item, in lbs)	42 lb.	42				
Equip Quantity	1	1				
Azimuths/Direction of Radiation	Omnidirectional	Omnidirectional				
Qty in each azimuth/sector						
TX Frequency	169.9375					
RX Frequency	164.7375					
Is equip using unlicensed frequencies?	no	no				
Antenna Gain	5.2 db	5.2 db				
Total # of lines for equipment in column	1					
Line Qty in each azimuth / sector						
Line Type	LDF4-50	LDF4-50				
Line Diameter / Size	½ inch / 100'	½ inch / 100'				
Removing Equipment (if applicable)						
Additional Installation Notes:						

## EXHIBIT C

### Ingress Procedures COUNTY of Riverside Box Springs Mountain 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 D**  
**Installation Standards**  
**(Attached behind this page)**

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## 1. Overview

The County of Riverside ("County") has adopted the Motorola R-56 set standards and requirements for the installation of communications equipment, infrastructure and the way a communications site is managed, controlled, and operated. All tenants located in a communications site shall follow all requirements set forth in this document and the Motorola R-56 standard. All requirements are essential to protect personnel, minimize component failure, and optimize performance.



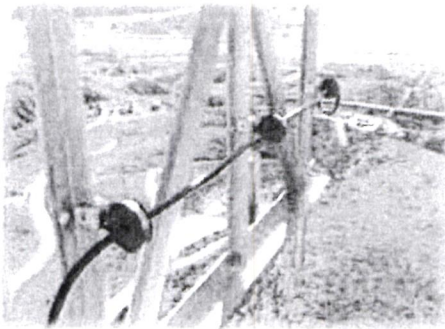
## 2. General Requirements

These general requirements have been put in place to improve personal safety and to prevent equipment damage. They establish minimum requirements for grounding, safety, equipment installation, conduct, maintenance, and all other requirements necessary for a successful installation. These procedures relate to safe operations that will be followed during installation and maintenance of communications equipment and antenna systems. The County site procedures and standards shall prevail over contractor accepted practices and standards, unless otherwise agreed to in writing, and safety standards are maintained or exceeded. Contractors must follow the standards and requirements for all sites accessed. The conduct of contractors will be controlled and coordinated by the Riverside County Communications Site Manager ("Site Manager"). All contractors, whether County of Riverside controlled or contracted directly with the outside vendor, must follow specific procedures and coordinate all installations and approvals with the Site Manager.

## 3. Safety

All County employees, contractors, and other personnel working at a communications site shall be familiar with the information contained in this document. The County, as a site owner/primary tenant, is responsible for compliance to Federal Communications Commission (FCC) regulation.

- All County employees, tenants, contractors, and other personnel shall be required to use an appropriate EME monitoring device when working in the vicinity of fixed transmission sources of RF energy.
- All County employees, tenants, contractors, and other personnel shall be required to provide certification that all field technicians have received RFR safety awareness training.
- All County employees, tenants, contractors, and other personnel shall be required to provide certification that field technicians have personal protection equipment (PPE) in the form of RF personal monitors.
- All tower work shall be performed with personnel trained in this practice and who possess the proper equipment and certifications.
- Fall protection measures shall be observed and implemented on all towers and structures, where climbing is required.
- All applicable regulations regarding tower climbing shall be observed.
- 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.

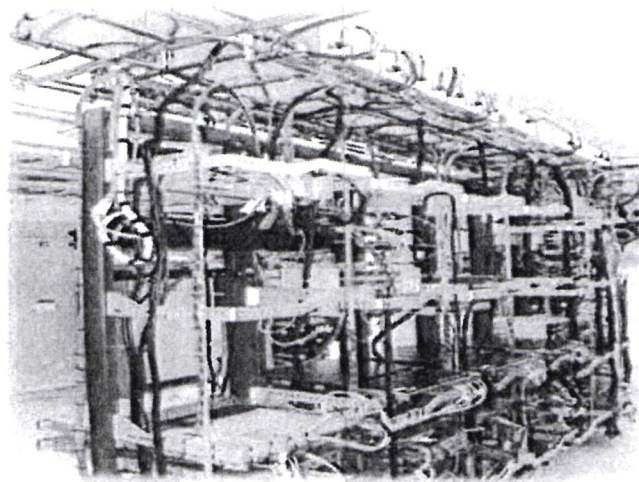


- OSHA or other applicable Occupational Safety and Health standards/regulations shall be observed and followed in all phases of tower construction and maintenance. Proper documentation must be on file with County.
- All tower climbing crews shall provide copies of tower climbing and safety certification 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 fire extinguisher.

#### 4. 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 (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.



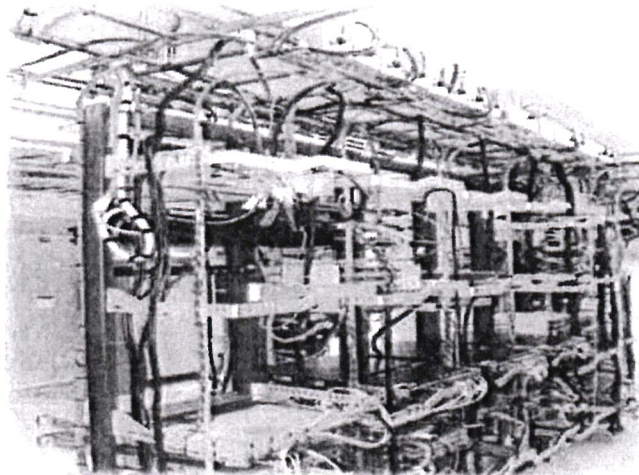
## 5. Equipment Installation within Racks or Cabinets

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(c) 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 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.

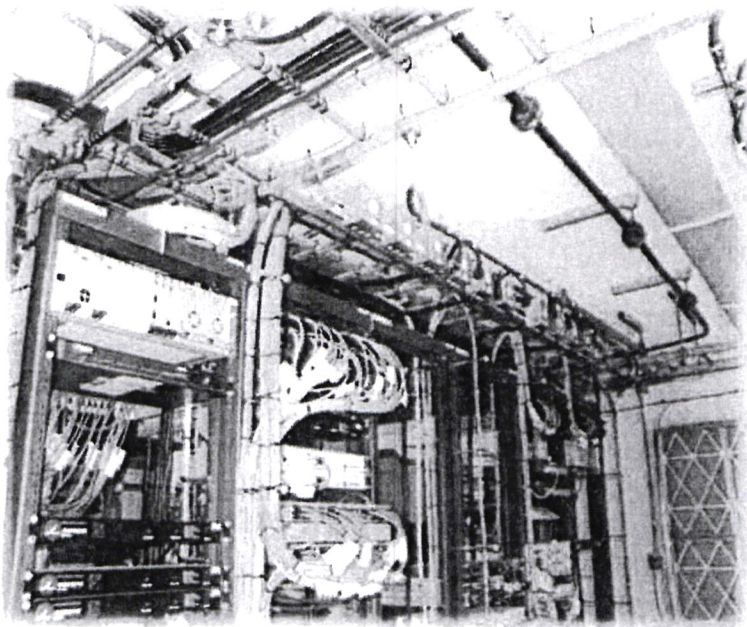


- 66-88 MHz - Transmitters in this range shall have an isolator with a minimum of 25dB reverse isolation followed by a low pass filter and bandpass cavity setup, which provides a minimum of 20dB of attenuation at 1 MHz from the transmit frequency.
- 130-225 MHz - Transmitters in this range shall have 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.

## 6. Cabling Requirements for Equipment in Racks and Cabinets

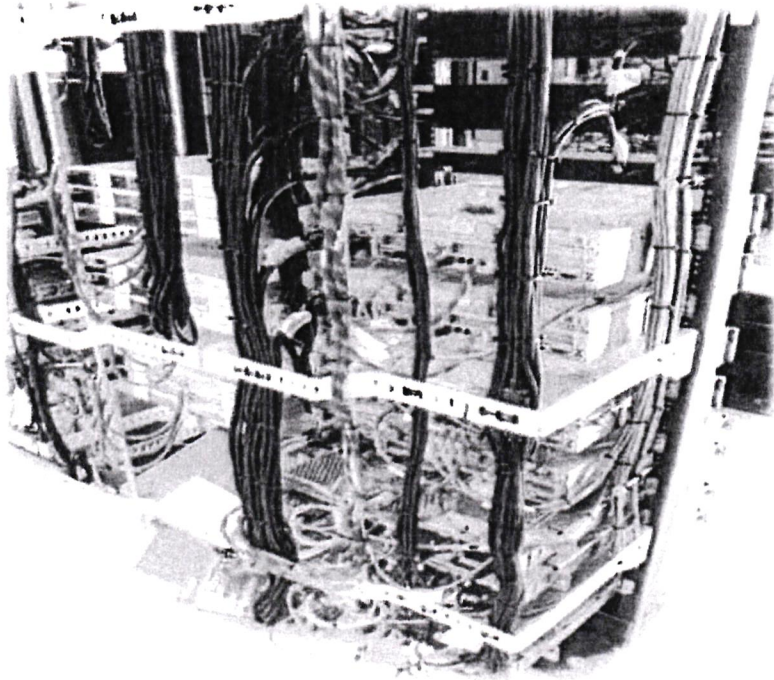
To help prevent damage or accidental disconnection, cables and conductors shall be secured at intervals of no more than 914 mm (3 ft.). Attachment shall be accomplished in a manner that does not restrict access to the equipment in the rack or cabinet.

- 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 be 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.
- 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(c) 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(c) and -569(c); 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.



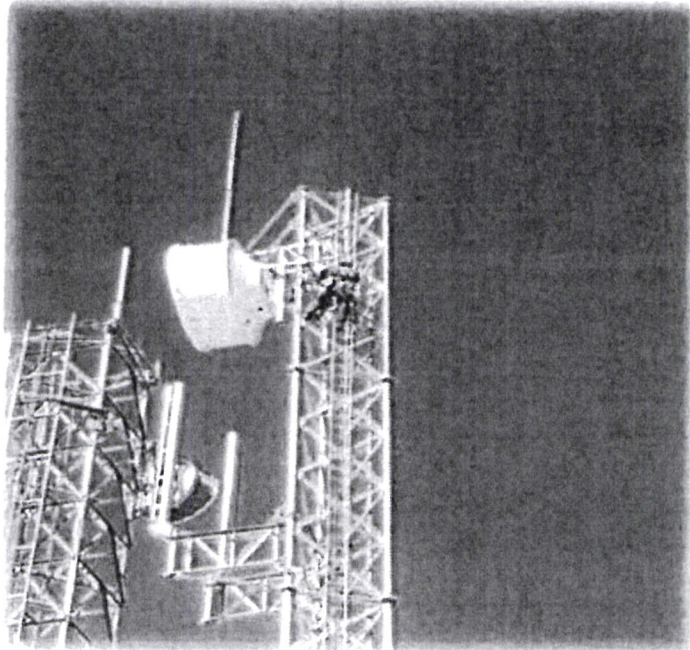
## **7. Communication Cabling Requirements for Plenums and Other Air-Handling Spaces**

- 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:

- 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 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.

#### **8. 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 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.

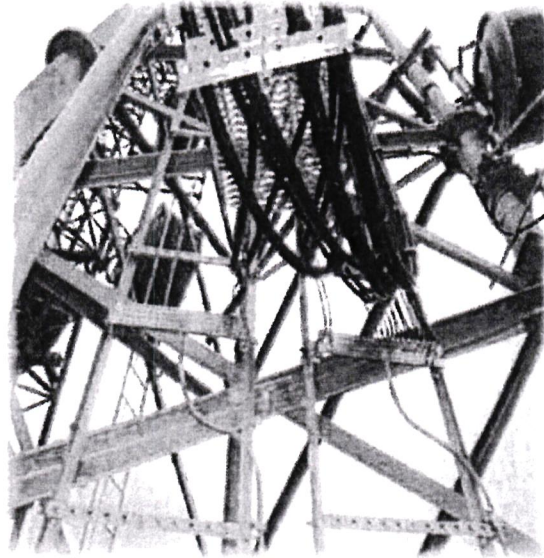
All antenna feed line runs shall be secured to the existing Unistrut brackets with HOT-DIP GALVANIZED Unistrut clamps and STAINLESS STEEL hardware.

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.
- 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. Microflex 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.

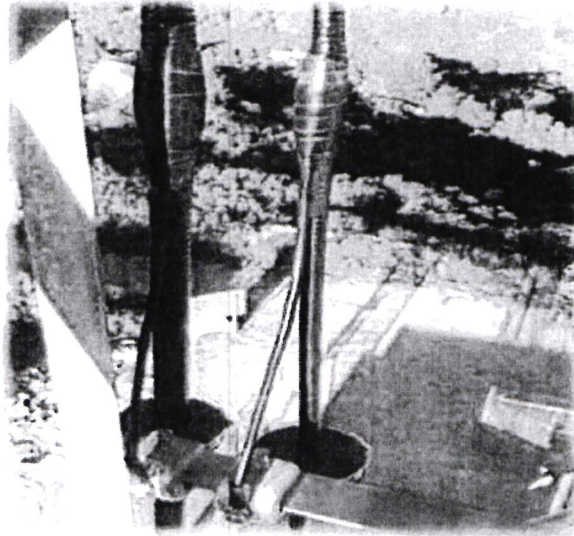
When Andrew LDF5-50A antenna feed line is used for the primary run, it shall terminate (when cable trays are provided) approximately twelve inches prior to being centered over a radio rack or radio cabinet. A jumper cable utilizing Andrew LDF4-50A shall be constructed to connect the antenna feed line 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 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 Riverside County Communications 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 by the Site Manager prior of installation.



#### **9. RF Transmission Line and Preamplifier Grounding**

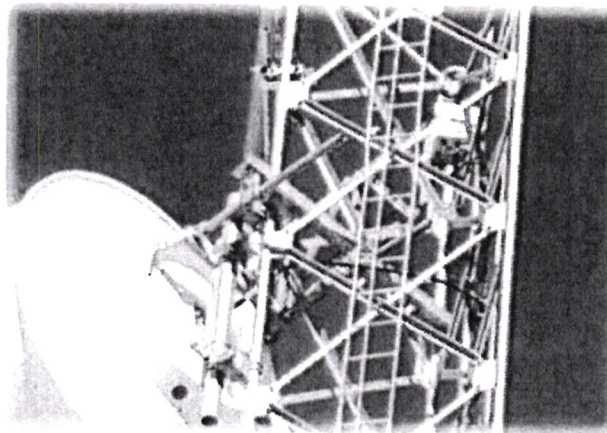
All antenna feed line runs shall be grounded and shall comply with all applicable codes in use by the authority having jurisdiction. Grounding systems shall be installed in a neat and workmanlike manner (NFPA 70-2005, Article 110.12 and NFPA 780-2004, section 1.4). This will require the installation 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 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 Site Manager for County-controlled facilities. Coordination and approval shall be required with other controlling agencies.



## 10. 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 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 Site Manager. All transmission lines shall be labeled per county guidelines. County guidelines will be provided from the Site Manager prior of installation.

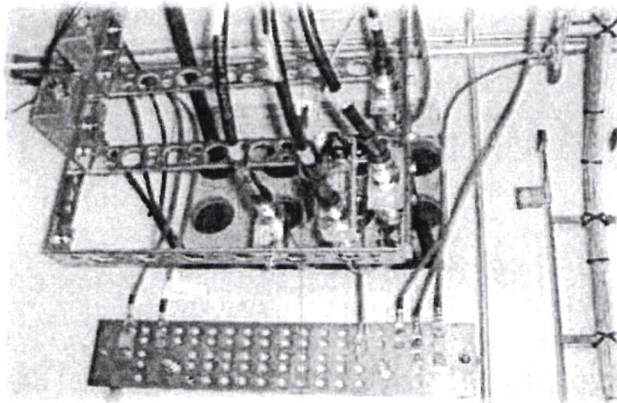
When equipment/users vacate a communications building, the antenna(s), transmission line(s) along with all hardware and appurtenances are to be removed from the tower and inside the comm. building.

## 11. 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 Site Manager shall be required when multiplex channels are to be installed in the County Microwave System.



## 12. 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 mm<sup>2</sup> 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

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

### **14. AC/UPS Power Specifications**

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

### **15. 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.

### **16. 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 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.

### **17. 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 Site Manager, or a life and death emergency, tenants **shall not** contact other tenants regarding the site, equipment, interference, etc.

### **18. 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.

### **19. Ingress Procedures**

To access the Tower, contact the Riverside County Communications Site manager 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 Site Manager to schedule an escort. The Licensee shall be escorted at all times when on site.

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 Riverside County Communications Site manager three (3) business days prior to the scheduled work to be performed. Notify the Site Manager 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 Riverside County Communications Site manager 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 Riverside County Communications Site manager 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 Riverside County Communications Site manager 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 Riverside County Communications Site manager 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 Riverside County Communications Site manager 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.

### **20. 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 site administrator is to be notified.

### **21. 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.
- A copy of the license must be provided to the County 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.

**Signature:**

**Email:**

# U.S Customs and Border Patrol

Assessor's Parcel No. 256-030-006



## Legend



**\*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.

0 261 522 Feet

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© Riverside County GIS

## Notes

District 5  
PSEC Box Springs  
County facilities outlined in blue

APR 23 2024

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.

Telecommunications License Agreement

LICENSOR: COUNTY of RIVERSIDE

LICENSEE: U.S. CUSTOMS AND BORDER PROTECTION

Box Springs Communication Site, Riverside COUNTY

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## **PREAMBLE**

This Public Safety Enterprise Communications License Agreement, hereinafter referred to as the "Agreement" shall be effective as of the 1<sup>st</sup> day of **October, 2023** by and between COUNTY of RIVERSIDE, on behalf of the Riverside County Sheriff's Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and U.S. 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 under its control real property in the County of Riverside, State of California, located at 11030 Box Springs, Riverside, Assessor's Parcel Number 256-030-006, hereinafter referred to as the "Premises", and more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by reference;
- b. The Premises are part of the Riverside County Public Safety Enterprise Communications system which operates the communication network for first responders in the County;
- 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 contained herein, and the license granted to LICENSEE will not substantially conflict or interfere with the use of the Premises by the COUNTY;
- 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, 2023 ("Commencement Date"), and expiring at midnight on September 30, 2033.

### **3. Option to Extend**

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 effect July 1 of each year. On the first of July of every year of the term set forth in Section 2, above, or any renewal term as set forth in Section 3, above, 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 1<sup>st</sup> day of each month, in arrears, to County at County's address specified in Paragraph 32 of this Agreement. County and Licensee acknowledge and agree that initial Rent payment(s) shall not actually be sent by Licensee until sixty (60) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is April 1. Licensee shall send to County the Rent payments for April 1, May 1 and June 1 by June 1.

## 7. Recurring Fees

- (a) LICENSEE shall pay COUNTY the following fees from legally available funds:

- 1) Recurring Shelter Fees. Equipment fees calculated at one half rack at \$261.78 per month, for a total equipment fee of \$261.78 per month. Equipment fees are subject to annual review and adjustment by the Riverside COUNTY Board of Supervisors on July 1<sup>st</sup> of each year, beginning July 1, 2024.
- 2) Recurring Tower Fees. Fees for two (2) top mounted panel antenna placed at 90 (ninety) feet at \$900 per one antenna, per month, for a total antenna fee of \$1,800.00 per month. Antenna fees are subject to annual review and adjustment by the Riverside COUNTY Board of Supervisors on July 1<sup>st</sup> of each year, beginning July 1, 2024.
- 3) Administrative Fee. There shall be a monthly administrative surcharge of 4.86% of the amounts paid under 7(a)1 and 7(a)2 above ( $\$2061.78 \times .0486 = \$100.20$ ), said percentage being subject to annual review and adjustment by the Riverside COUNTY Board of Supervisors on July 1<sup>st</sup> of each year, beginning July 1, 2024.

- 4) Total Recurring Fees.

Fees for equipment One Half Rack	\$ 261.78
Fees for antennas placed upon the tower	\$ 1,800.00
<u>Fees for administrative surcharge</u>	<u>\$ 100.20</u>
<b>Total monthly fees</b>	<b>\$ 2,161.98</b>

- 5) In the event LICENSEE fails, or refuses, to make its monthly rental payment thirty (30) days after the dates required herein, LICENSEE shall pay to COUNTY Interest on any past due obligations at the rate of 10% per annum.

## 8. 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 "B", 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.

#### **9. 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 "C", attached hereto and incorporated herein by reference.
- (b) County will maintain control over Tower Premises access. Riverside County IT staff will escort any individual with ingress and egress rights to Premises, according to Section 9(a), above. Requests for escorts must be made according to the Ingress Procedures outlined in Exhibit "C" 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 \$122.79, between 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays, and at an hourly rate of \$135.31 at all other times. The hourly accompaniment rate(s) are adjusted by the Riverside County Board of Supervisors on July 1 annually.

#### **10. Site Safety and Cleanliness**

LICENSEE shall maintain a clean and safe working environment at the Premises and comply with all Cal/OSHA safety regulations. The COUNTY reserves the right to remove or expel from the site, any personnel, including contractors, observed working in an unsafe manner.

#### **11. Inspection of Equipment**

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

#### **12. Change in Equipment**

LICENSEE shall not cause or permit any change of any equipment installed on the Premises by LICENSEE, including power outputs or changes in the use of the frequencies described in Exhibit "B" 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.

#### **13. 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. If 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.

#### **14. 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 ninety (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.

#### **15. 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 this Agreement.
- (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 and sole expense 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.

#### **16. 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.



#### **17. 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.

#### **18. 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 unreasonable. 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 under this Agreement.

#### **19. Utilities**

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

#### **20. 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.

#### **21. Radio Frequency Radiation (RFR)**

- (a) The COUNTY will conduct field testing after installation to certify and document RFR maximum permissive exposure (MPE) standards established by the Federal Communications Commission (FCC) OET Bulletin 65 and FCC CFR 47 Section 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 to mitigate cause of the excess FRF within seventy-two (72) hours, and is responsible for all mitigation costs associated with such action to the return site to compliance with FCC regulations.
- (d) Prior to any field installation activity, the LICENSEE certifies herein that all personnel gaining access to the Premises have received RFR safety awareness training and tower climbers have been qualified. LICENSEE shall provide copies of certifications to Riverside COUNTY Communication Site Manager.



## 22. 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) which may now exist or be brought into existence during the term of this Agreement. 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 the 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 seventy-two (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 Premises, by such equipment installed by Licensee, or by changes to said equipment, shall be undertaken by the County of Riverside at the sole cost of LICENSEE. 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 seventy-two (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.

### **23. 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 "D", COUNTY of Riverside Site Installation Standards attached hereto and incorporated herein by this reference.

### **24. 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.

### **25. 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 Premises is, and shall remain, tax exempt as long as COUNTY of Riverside remains the owner of the Premises. COUNTY shall pay all real property taxes, assessments, and deferred taxes on the Premises.



## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

## **30. 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.

## **31. 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.

## **32. 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  
Euless, Texas 76040  
Attn: Leasing Manager

### **COUNTY:**

COUNTY of Riverside  
Facilities Management  
Real Estate Division  
3450 14<sup>th</sup> Street, Suite 200  
Riverside, California 92501  
FM-Leasing@rivco.org

Project Manager:  
Paul Boisvert  
(214)450-8074  
[Paul.f.boisvert@cbp.dhs.gov](mailto:Paul.f.boisvert@cbp.dhs.gov)

Contracting Officer  
Matthew Hancock  
(972)896-1421  
[Matthew.jancock@cbp.dhs.gov](mailto:Matthew.jancock@cbp.dhs.gov)

### **33. COUNTY's Representative**

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

### **34. Termination by COUNTY**

- (a) County may terminate this Agreement upon thirty (30) days prior written notice to Licensee
- (b) COUNTY shall have the right to immediately terminate this Agreement:
  - 1) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of LICENSEE as a debtor.
  - 2) In the event that LICENSEE makes a general assignment, or LICENSEE's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.
  - 3) In the event of abandonment of the Premises by LICENSEE.
  - 4) In the event LICENSEE fails or refuses to meet its rental obligation, or any of them, hereunder or as otherwise provided by law.
  - 5) In the event LICENSEE fails or refuses to perform, keep or observe any of its duties or obligations hereunder; provided, however, that LICENSEE shall have sixty (60) days in which to correct its breach or default after written notice thereof has been sent to LICENSEE by COUNTY, unless otherwise indicated in Section 36, Default. A sixty (60) day cure period shall not apply to Section 6 Rent.

### **35. Termination by LICENSEE**

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

- (b) LICENSEE shall have the option to terminate this Agreement, at any time, by giving written notice to the COUNTY a minimum of ninety (90) days prior to the date when such termination shall become effective.

### **36. Default**

- (a) The following shall be deemed events of default by LICENSEE under this Agreement:
- 1) The Rent provided for in this Agreement remains unpaid for thirty (30) days after COUNTY provides written notice that the rent is overdue.
  - 2) LICENSEE fails to comply with any of the terms, conditions and covenants herein, (except Section 22 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 any construction permit and/or license issued to LICENSEE by the FCC and/or CPUC, or any other federal, state, or local authority for purposes of conducting its communications operation at the Premises.

### **37. Quiet Enjoyment**

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

### **38. Free From Liens**

LICENSEE shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to LICENSEE, in, upon, or about the Premises, and which may be secured by a mechanics', materialmen's or other lien against the property of COUNTY or COUNTY's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if LICENSEE desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, LICENSEE shall forthwith pay and discharge said judgment.

### **39. Insurance.**

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.

#### **40. Acceptance of Premises**

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

#### **41. Hold Harmless**

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 fullest extent permitted by law 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.

#### **42. Assignment**

- (a) LICENSEE cannot assign, sublet in any manner any of its rights, duties or obligations hereunder to any person or entity without the advance written consent of COUNTY.
- (b) LICENSEE shall not have the right to assign, sublease, or otherwise transfer in any manner this Agreement or any interest in the Premises and its rights herein, in whole or in part, without COUNTY's advance written consent.
- (c) LICENSEE shall not mortgage, hypothecate, or otherwise encumber the land or the Premises of COUNTY, or allow a lien to be placed on the property, but may pledge or substitute its physical assets (the tower structure, shed, fixtures, radio equipment and antennae) as collateral on any financing instrument.
- (d) COUNTY may mortgage its land but shall not encumber any of the physical assets of LICENSEE or any license.
- (e) LICENSEE reserves the right to substitute other State of California agencies, and such substitution shall not be considered an event of assignment or sublease pursuant to this paragraph; provided, however, that LICENSEE provides COUNTY with 90 days' advanced written notice of such substitution.

#### **43. Hazardous Materials**

- (a) LICENSEE agrees to abide by all federal, state and local environmental laws, rules, regulations, ordinances, judicial, or administrative decrees, orders, decisions, authorizations or permits pertaining to the protection of human health and/or the environment.
- (b) LICENSEE shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by LICENSEE, its agents, employees, contractors or invitees, except batteries in type and configuration approved by COUNTY, coolants used for cooling systems and reasonable amounts of cleaning supplies or materials usually used within the Premises, provided, however, such supplies or materials are reasonably necessary to complete any maintenance contemplated in this Agreement. 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, codified as 42 U.S.C. Section 6901, et seq., 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, codified as 42 U.S.C. Section 9601, et seq., and the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), California Code of Regulations, Title 27, Section 25102, et seq., as amended from time to time, and regulations promulgated thereunder; (c) any "acutely hazardous waste," "extremely hazardous waste," or "hazardous waste" as defined in Chapter 6.5, Article 2 of the California Health and Safety Code, Section 25110, et seq.; (d) any oil, petroleum products and their by-products; and (e) 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 therefor shall be used, kept, stored and disposed of in a manner that complies with all applicable federal, state, and local laws or regulations pertaining to any such hazardous material, and shall not cause public or private nuisance or trespass.
- (f) Upon termination of this Agreement and at the written request of COUNTY, LICENSEE, at its sole cost and expense, shall remove in the manner required by law any storage tanks or other hazardous materials located upon the Premises solely as a result of LICENSEE's actions or the actions of LICENSEE's agents, employees, contractors, or invitees.

#### **44. Entire Agreement**

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

#### **45. Interpretation of Agreement**

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

#### **46. Future User's Obligation**

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

#### **47. Supersedes Prior**

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

**48. Subrogation**

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

**49. Essence of Time**

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

**50. 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. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

**51. Counterparts**

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

**COUNTY:**

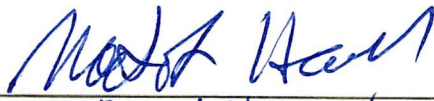
COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

By:   
**CHUCK WASHINGTON**  
Chairman, Board of Supervisors

Date: 2/06/2024

**LICENSEE:**

U.S. CUSTOMS AND BORDER PROTECTION,  
a political entity

By:   
Matthew A Hancock


Date: 5.07.2021

By: 

RIVERSIDE COUNTY PUBLIC SAFETY  
ENTERPRISE COMMUNICATIONS STEERING  
COMMITTEE CHAIR

Date: Sep 12, 2023  
Tony Conrad  
Chair

**APPROVED AS TO FORM:**  
County Counsel, Minh C. Tran

By:  FOR  
Braden Holly  
Deputy County Counsel

Date: 8/17/23

**ATTEST:**  
**KIMBERLY A. RECTOR, Clerk**

By:   
DEPUTY

*[Faint, illegible handwritten text]*

*[Faint, illegible handwritten text]*  
CHUCK WASHINGTON

2.01.20

2.01.20

ATTEST:  
KIMBERLY A. HECTOR, Clerk

DEPUTY

EXHIBIT A  
Premises

All that certain real property situated in the County of Riverside, State of California, described as follows:

Being that certain parcel of land conveyed to Riverside County, by Deed recorded May 26, 1941, in Book 505, Page(s) 318, of Official Records, records of the recorder of Riverside County, California, lying within the Southeast Quarter of Section 27, Township 2 South, Range 4 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, being more particularly described as follows:

Beginning at the Southeast corner of Section 27, as shown by Map on file in Book 75, Page(s) 59, of Record of Surveys, said records of the Recorder;

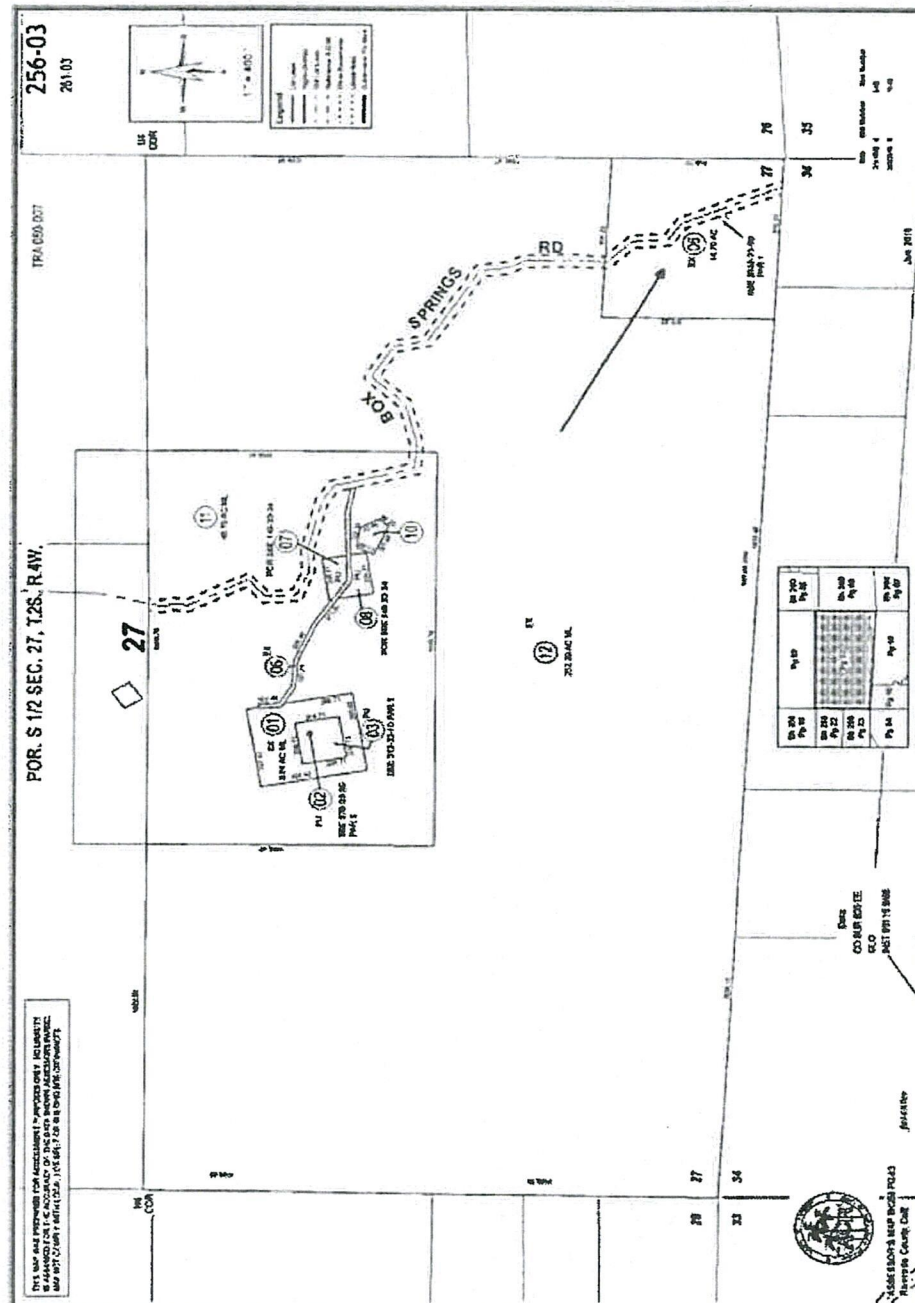
Thence North  $87^{\circ} 20' 29''$  West, along the Southerly line of said Section 27, a distance of 808.33 feet;

Thence North  $00^{\circ} 18' 02''$  West parallel with the Easterly line of said Section 27, a distance of 808.33 feet;

Thence South  $87^{\circ} 20' 23''$  East parallel with the Southerly line of said Section 27, a distance of 808.33 feet to a point of intersection with the Easterly line of said Section 27;

Thence  $00^{\circ} 18' 02''$  East along said Easterly line of said Section 27, a distance of 808.33 feet to the point of beginning.

APN: 256-030-006



**EXHIBIT B**  
Technical Data Sheet

Site Name	PA369 Box Springs	Application Type	New <input type="checkbox"/> Modification <input type="checkbox"/>	Date	6/15/23
County Site Manager	Chuck Rushing 951-840-8680	Latitude	33.960234		
		Longitude	-117.279396		
Site Description	The Site consists of the telecommunications tower and equipment pad located in the Moreno Valley, COUNTY of Riverside, CA.: The access road is owned and controlled by COUNTY of Riverside, CA				
Legal Description (if available)					
<b>CUSTOMER SITE INFORMATION</b>					
Customer Name/Org	U.S. Customs and Border Protection				
Customer Site Name	PA 369 Box Springs	Customer Site Num			
Summary of Work to be completed on Site:					
<b>PROJECT CONTACT INFORMATION</b>					
Primary Contact	Jose.D.Marquez	Only POC for Deliverables	<input type="checkbox"/>		
Company/Organization	CBP OIT				
Address, City, State, Zip	1 World Trade Ctr. Long Beach CA 90831				
Office Phone	562-256-8875	Email	jose.d.marquez@cbp.dhs.gov	Cell	323-574-5925
<b>CUSTOMER ADDITIONAL CONTACT INFORMATION</b>					
	<b>Firm or Contact Name</b>	<b>Email</b>	<b>Phone</b>		
RF Engineer					
Construction PM					
Other					
<b>DELIVERABLES TO BE SENT TO</b>					
Agreement Draft/Final	Paul Boisvert	Paul.f.boisvert@cbp.dhs.gov	214-450-8074		
Company / Organization	U.S. Customs & Border Protection				
Address	150 Westpark Way, Euless Texas 76040				
Legal Entity Name					
Signatory Full Name/Title					
Address, City, State, Zip					
Attn: Full Name					

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

**Radio Frequency Radiation Study (required by FCC Regulation)**

Tower Analysis  
BTU Analysis

Electrical Analysis  
Intermodulation Studies



GROUND SPACE REQUIREMENTS				
Dimensions	Length (ft)	Width (ft)	Height (ft)	Or Sq. Ft
Primary Contiguous Lease Area				
Minimum space required if requested area not available				
Inside Shelter <input checked="" type="checkbox"/>	Floor DIMS Needed 22"	18"	72"	
Custom Shelter <input type="checkbox"/>	Dimensions			
Pad for Shelter <input type="checkbox"/>	Dimensions			
Stoop <input type="checkbox"/>	Dimensions			
Outdoor Cabinets <input type="checkbox"/>	Dimensions			
Pad for Cabinets <input type="checkbox"/>	Dimensions			
RACK SPACE REQUIREMENTS				
(application will not be considered complete without Equipment Information)				
Equipment Manufacturer(s)		Equipment Measurements		
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 checked="" type="checkbox"/> No	
If yes, please identify the dimensions for the additional area				
Minimum space required if requested area not available				
Additional equipment – please describe, if other than generator described above				
Additional equipment description				
Ground space notes (if additional area needed beyond that indicated above, please note here):				
POWER/TELCO REQUIREMENTS				
Power provided by	Utility Company Direct <input checked="" 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)						
If Transmit antenna are requested below 30', Applicant will be required to pay for a RF Field Study.						
Transmitter/Receiver Type	Station / Repeater					
Qty of Transmitters/Receivers	2					
Manufacturer	Motorola					
Type & Model	Quantar	Mod# T5365A	Ser#509CDM1231	Quantar	Mod# T5365A	509CBR0360
Type of Technology	Conventional repeater	Conventional repeater	Conventional repeater	Conventional repeater	Conventional repeater	Conventional repeater
Tx Power Output	100 Watts	100 Watts		100 Watts		
ERP (watts)	85 Watts	85 Watts		85 Watts		
Electric Service Req'd (amps/volts)						

ANTENNA EQUIPMENT SPECIFICATION						
Equipment Type	Collinear Omni	Collinear Omni				
Installation Status	Active	Active				
RAD Center AGL (ft)						
Equip Mount ht (ft)	40'	1 <sup>st</sup> platform				
Equip Mount Type	Direct mount	Direct mount				
Equip Manufacturer	Alive	Alive				
Equip Model #	ATC-GC1V40-1	ATC-GC1V40-2				
Equip Dimensions (HxWxD) (ft or in)	4.00 x 4.00 x 239.00	4.00 x 4.00 x 239.00				
Equip Weight (per item, in lbs)	42 lb.	42				
Equip Quantity	1	1				
Azimuths/Direction of Radiation	Omnidirectional	Omnidirectional				
Qty in each azimuth/sector						
TX Frequency	169.9375					
RX Frequency	164.7375					
Is equip using unlicensed frequencies?	no	no				
Antenna Gain	5.2 db	5.2 db				
Total # of lines for equipment in column	1					
Line Qty in each azimuth / sector						
Line Type	LDF4-50	LDF4-50				
Line Diameter / Size	¼ inch / 100'	½ inch / 100'				
Removing Equipment (if applicable)						
Additional Installation Notes:						



## EXHIBIT C

### Ingress Procedures COUNTY of Riverside Box Springs Mountain 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.

A handwritten signature in blue ink, consisting of a stylized 'M' or 'W' shape.

**EXHIBIT D**  
**Installation Standards**  
**(Attached behind this page)**

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## 1. Overview

The County of Riverside ("County") has adopted the Motorola R-56 set standards and requirements for the installation of communications equipment, infrastructure and the way a communications site is managed, controlled, and operated. All tenants located in a communications site shall follow all requirements set forth in this document and the Motorola R-56 standard. All requirements are essential to protect personnel, minimize component failure, and optimize performance.



## 2. General Requirements

These general requirements have been put in place to improve personal safety and to prevent equipment damage. They establish minimum requirements for grounding, safety, equipment installation, conduct, maintenance, and all other requirements necessary for a successful installation. These procedures relate to safe operations that will be followed during installation and maintenance of communications equipment and antenna systems. The County site procedures and standards shall prevail over contractor accepted practices and standards, unless otherwise agreed to in writing, and safety standards are maintained or exceeded. Contractors must follow the standards and requirements for all sites accessed. The conduct of contractors will be controlled and coordinated by the Riverside County Communications Site Manager ("Site Manager"). All contractors, whether County of Riverside controlled or contracted directly with the outside vendor, must follow specific procedures and coordinate all installations and approvals with the Site Manager.

## 3. Safety

All County employees, contractors, and other personnel working at a communications site shall be familiar with the information contained in this document. The County, as a site owner/primary tenant, is responsible for compliance to Federal Communications Commission (FCC) regulation.

- All County employees, tenants, contractors, and other personnel shall be required to use an appropriate EME monitoring device when working in the vicinity of fixed transmission sources of RF energy.
- All County employees, tenants, contractors, and other personnel shall be required to provide certification that all field technicians have received RFR safety awareness training.
- All County employees, tenants, contractors, and other personnel shall be required to provide certification that field technicians have personal protection equipment (PPE) in the form of RF personal monitors.
- All tower work shall be performed with personnel trained in this practice and who possess the proper equipment and certifications.
- Fall protection measures shall be observed and implemented on all towers and structures, where climbing is required.
- All applicable regulations regarding tower climbing shall be observed.
- 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.



- 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 fire extinguisher.

#### 4. 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 (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.



## 5. 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(c) 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 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.

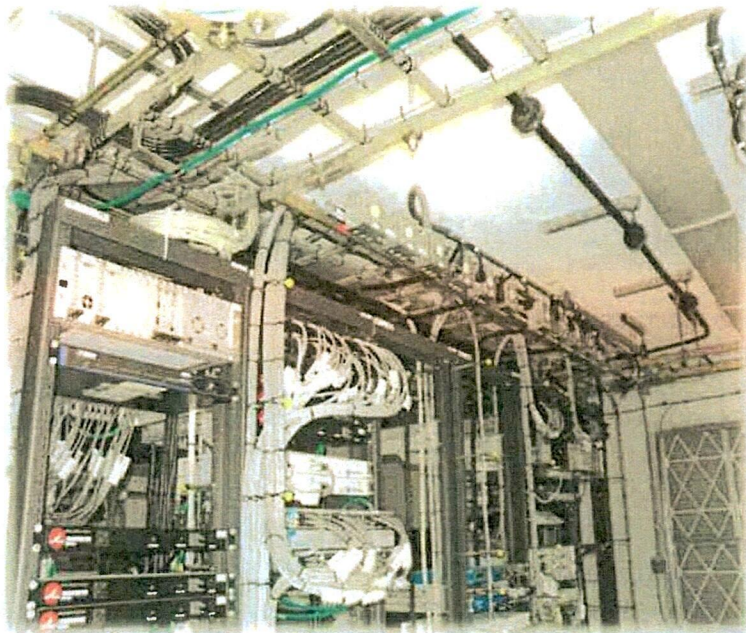


- 66-88 MHz - Transmitters in this range shall have an isolator with a minimum of 25dB reverse isolation followed by a low pass filter and bandpass cavity setup, which provides a minimum of 20dB of attenuation at 1 MHz from the transmit frequency.
- 130-225 MHz - Transmitters in this range shall have 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.

## 6. 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.

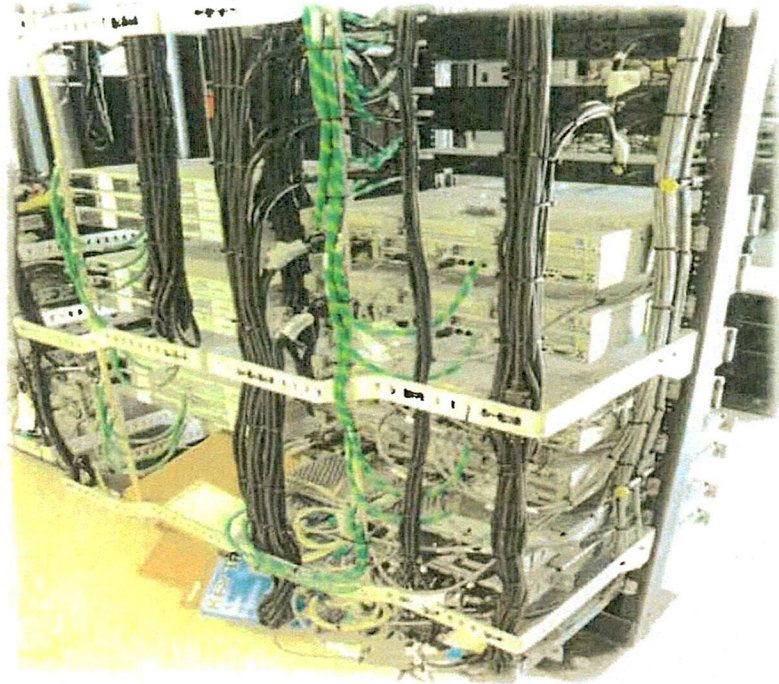
- Insulated standoffs are recommended for use in racks or cabinets. The standoffs should be of sufficient length to maintain the proper cable separation.
- Nonmetallic cable ties shall be used to secure cables and conductors. Attachment shall be tight enough to secure cables without crushing or deforming 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



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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 be 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.
- 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(c) 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(c) and -569(c); 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.



## **7. 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:

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- 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 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.

#### **8. 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 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.
- 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. Microflex 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, duplex, 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 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 Riverside County Communications 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.

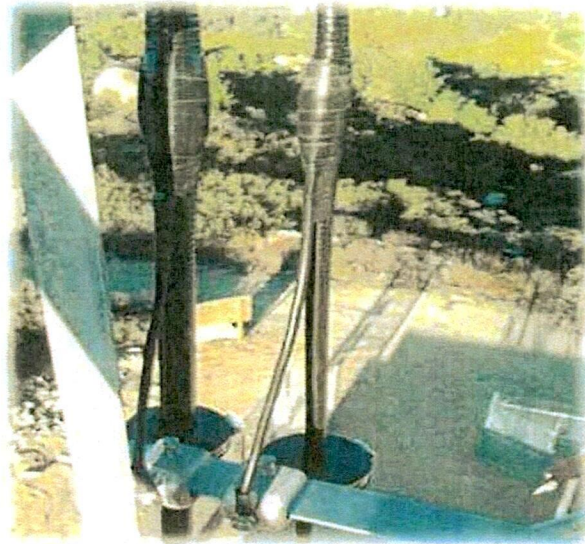
The point of connection of the jumper Andrew LDF4-50A and LDF5-50A (on the antenna end) shall be sealed. This shall consist of one wrap of electrical tape, one wrap of Andrew Type 34283 Connector Burial Kit and three additional wraps of electrical tape. All wraps shall be properly cut and sealed. All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

#### **9. RF Transmission Line and Preamplifier 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 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 Site Manager for County-controlled facilities. Coordination and approval shall be required with other controlling agencies.



## 10. 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 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 Site Manager. All transmission lines shall be labeled per county guidelines. County guidelines will be provided from the Site Manager prior of installation.

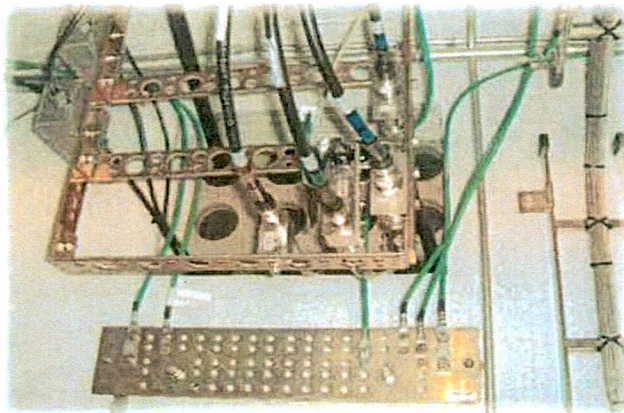
When equipment/users vacate a communications building, the antenna(s), transmission line(s) along with all hardware and appurtenances are to be removed from the tower and inside the comm. building.

## 11. 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 Site Manager shall be required when multiplex channels are to be installed in the County Microwave System.



## 12. 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 mm<sup>2</sup> 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

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

### **14. AC/UPS Power Specifications**

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

### **15. 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 conduit 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.

### **16. 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 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.

### **17. 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 Site Manager, or a life and death emergency, tenants **shall not** contact other tenants regarding the site, equipment, interference, etc.

### **18. 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.

### **19. Ingress Procedures**

To access the Tower, contact the Riverside County Communications Site manager 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 Site Manager to schedule an escort. The Licensee shall be escorted at all times when on site.

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 Riverside County Communications Site manager three (3) business days prior to the scheduled work to be performed. Notify the Site Manager 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 Riverside County Communications Site manager 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 Riverside County Communications Site manager 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 Riverside County Communications Site manager 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 Riverside County Communications Site manager 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 Riverside County Communications Site manager 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.

### **20. 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 site administrator is to be notified.

### **21. 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.
- A copy of the license must be provided to the County 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.

**Signature:**

**Email:**

