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



ITEM: 3.18 (ID # 23794) MEETING DATE: Tuesday, May 21, 2024

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of the Memorandum of Agreement between the County of Riverside and the Marine Corps Air Station Yuma, Arizona, for the Spring Hill Public Safety Enterprise Communication Site, Assessor's Parcel Number 860-040-015, California Environmental Quality Act (CEQA) Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 4. [Total Cost: \$27,313 - 100% PSEC Operating Budget] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

- 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;
- Approve the attached Memorandum of Agreement between the County of Riverside (County) and Marine Corps Air Station Yuma, Arizona (MCAS Yuma) for the Spring Hill Public Safety Enterprise Communication Sites, and authorize the Chair of the Board to execute the Agreement 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 State Clearing House within five (5) working days of approval by the Board.

ACTION:Policy



MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Jeffries 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:	May 21, 2024
XC:	FM-RE, Recorder/State Clearinghouse

Kimberly A. Rector Clerk of the Board By: Manny Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost		
COST	\$0	\$5,463	\$27,313	\$0		
NET COUNTY COST	\$0	\$5,463	\$27,313	\$0		
SOURCE OF FUNDS	Budget Adju	ustment: No				
	For Fiscal Y	ear: 23/24-32/33				

C.E.O. RECOMMENDATION: Approve

BACKGROUND

Summary:

The County of Riverside (County), for the benefit of its Public Safety Enterprise Communications (PSEC), operates communications equipment at the Spring Hill Communication Shelter, identified by Assessor's Parcel Number 860-040-015, under Grant #CACA-47787 from the United States Department of the Interior, Bureau of Land Management (Property).

The County entered into a Memorandum of Agreement (Agreement) with the Marine Corps Air Station Yuma, Arizona on December 1, 2011, and this Agreement will provide the County with new terms that extend the current use of the Property for an additional nine (9) years.

The Agreement is summarized as follows:

Location:	APN 860-040-015
Licensor:	United States of America Department of the Navy
Licensee:	County of Riverside
Rent:	No rent. Consideration for Agreement is maintaining the 4-mile access road to the Property.
Term:	Nine (9) years commencing on the date of signature of the final signature.
Termination Rights:	Mutual right to terminate without cause with 180-days' notice.
Maintenance:	Provided by County.
Utilities:	County pays electrical and refills the 2,000-gallon propane tank during odd years.

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

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 State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15601(b)(3), "Common Sense" Exemption. The proposed project, the Agreement, is the extension of letting of property involving existing facilities.

Impact on Residential and Businesses

The Spring Hill communication site is part of the Public Safety Enterprise Communications and has vastly improved Sheriff and Fire communication throughout Riverside County.

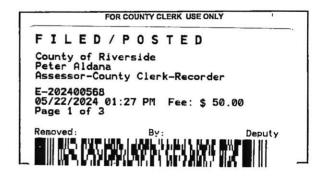
ATTACHMENTS:

- Memorandum of Agreement
- Notice of Exemption
- Aerial Image
- Financial Exhibits A, B, C

PC:sc/03122024/DC014/30.XXX

Haron Gettis 5/14/2024

County of Riverside Facilities Management 3450 14th Street, Riverside, CA 92501



NOTICE OF EXEMPTION

March 13, 2024

Project Name: Spring Hill Public Safety Enterprise Communication (PSEC) Site Memorandum of Agreement (MOA) with Marine Corps Air Station Yuma Arizona

Project Number: FM042190001400

Project Location: Assessor's Parcel Number (APN) 860-040-015, (See attached Exhibit)

Description of Project: The County of Riverside (County), for the benefit of its PSEC, operates communications equipment at the Spring Hill Communication Shelter, identified by Assessor's Parcel Number 860-040-015, under Grant #CACA-47787 from the United States Department of the Interior, Bureau of Land Management (Property).

The County entered into an MOA with the Marine Corps Air Station Yuma, Arizona (MCAS Yuma) on December 1, 2011, with an expiration date on November 30, 2016. This Agreement will provide the County with new terms which extends the current use of the Property for an additional nine years.

The MOA with MCAS Yuma 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 MOA to continue to use the facility as a PSEC site.

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- 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 on land owned by MCAS Yuma. 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 or the environment. The proposed MOA to continue to use the facility as a PSEC site will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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

Signed:

Date: 3-13-2024

Mike Sullivan, County of Riverside, Facilities Management

Public Safety Communications Site – Spring Hill

APN: 860-040-015

District: 4





CLERK'S COPY UNITED STATES MARINE CORPS liverside County Clerk of the Board, Stop 1010 MARINE CORPS AIR STATION YUMAPORT Office Box 1147, Riverside, Ca 92502-1147 BOX 99100 YUMA AZ 85369-9100

> MCAS 5000-68 CP&L

WHEN DOCUMENT IS FULLY EXECUTED RETURN

MEMORANDUM OF AGREEMENT BETWEEN MARINE CORPS AIR STATION YUMA, ARIZONA AND COUNTY OF RIVERSIDE, CALIFORNIA FOR SPRING HILL COMMUNICATION SHELTER

M42974-23229-0293

This is a Memorandum of Agreement (MOA) between Marine Corps Air Station (MCAS) Yuma and County of Riverside, hereafter referred to as "Riverside County." When referred to collectively, MCAS Yuma and Riverside County are referred to as the "Parties."

1. BACKGROUND: The Spring Hill facility, located adjacent to R-2507, is a key location for the communication tower site improving communications coverage for aircraft (including lowaltitude aircraft) and ground vehicles, expanding the radio coverage for all law enforcement in the areas east of the Chocolate Mountains. Prior to the construction of the facility, communications within Chocolate Mountain Aerial Gunnery Range were hindered due to limited coverage which affected the safety of personnel and aircraft. In the United States Department of the Interior Bureau of Land Management (BLM) October 2009 Right of Way Grant's decision record, authority 2.3, "the BLM determined that in order to get the best radio coverage that would meet the needs of the MCAS, Riverside County law enforcement...this site would be the best location, and therefore approved." In January 2011, MCAS Yuma gave Riverside County authorization to operate their 800 MHz radio equipment at the Spring Hill facility. In exchange for space within the Spring Hill facility, Riverside County constructed and continues to maintain approximately four miles of access roads leading to the facility and refuels propane tanks on odd years, greatly offsetting MCAS Yuma's sustainment costs.

2. AUTHORITIES:

- 2.1. DODI 4000.19
- 2.2. MCAS Yuma Environmental Assessment of 2009
- 2.3. Bureau of Land Management Right of Way Grant # CACA-47787

3. PURPOSE AND SCOPE: The purpose and scope of this MOA is to document and identify the responsibilities and operational guidelines of support between Riverside County and MCAS Yuma in the occupation of the Spring Hill Communication facility. MCAS Yuma constructed the communication site at Spring Hill (33° 29' 42.95N, 115° 16' 33.19W) and maintains sole

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ownership of the structure to include the communication shelter, tower, solar panels, generators, and propane tank; it is designated as MCAS Yuma building 6500. Riverside County maintains the access roads leading from the Bradshaw Trail to the tower site.

4. RESPONSIBILITIES OF THE PARTIES:

4.1. MCAS Yuma will—

4.1.1. Allocate Riverside County space in the communication shelter located within the Spring Hill Communication facility, per attachments 8.1 and 8.2 in this agreement. The shelter contains lockable areas for each agency to store their own communication equipment.

4.1.2. Maintain, inspect, and repair the communication shelter, tower, solar panels, generators, propane tank, and fencing.

4.1.3. Monitor and maintain the security system at the communication site during normal business hours, which includes the door security sensors and alarms for the radio systems and microwaves. Additionally, retain any keys or combinations that access Riverside County's authorized space. MCAS Yuma will only enter the specified area in the event of an emergency and will notify Riverside County accordingly.

4.1.4. Refuel the 2,000-gallon propane tank to operate the generators. MCAS Yuma is responsible for putting in the purchase requests for refueling the tank on even years and making log entries on the generator logs.

4.1.5. Notify Riverside Sheriff's Public Safety Enterprise Communication, Radio Engineer, at least 48 hours prior to performing any work that will take the communication site off-line.

4.1.6. Program generator(s) to only operate one at a time. The second generator is strictly a redundant back-up system in case of failure of the primary generator. At no time may both generators operate to provide power. Operating in any other capacity violates South Coast Air Quality Management District (SCAQMD) Rule 219. If it is determined more power is required, MCAS Yuma shall apply for a permit from SCAQMD.

4.2. Riverside County will-

4.2.1. Maintain all roads leading from the Bradshaw Trail to the Spring Hill communication site, ensuring roads always remain passable to four-wheel drive (maintenance and repair) vehicles.

4.2.2. Comply with the Environmental Assessment dated September 2009 (Authority 2.2) regarding the potential environmental consequences (impacts to geological resources, water resources, biological resources, and aesthetics and visual resources) associated with the repair and construction of the access roads leading to the communication site as well as any requirements to access the communication site.

4.2.3. Notify the Radio Branch, Voice Division Supervisor at S-6, for any noticeable damage to the communication shelter, tower, solar panels, generators, propane tank, and fencing.

4.2.4. Provide S-6 with any keys or combinations to the space within the communication shelter occupied by Riverside County to be utilized by MCAS Yuma only in the event of an emergency.

4.2.5. Provide S-6 with a list of Riverside County personnel authorized to access the communication site in order to maintain continuous security of the facility.

4.2.6. Refuel the 2,000-gallon propane tank to operate the generators. Riverside County is responsible for refueling on odd years, making log entries on the generator logs, and providing an email notifying MCAS Yuma of the fuel delivery.

4.2.7. Notify MCAS Yuma S-6 before changing or adding any equipment. Different or added equipment may possibly affect power usage, possibly causing an increased drain on the batteries or affect operation of the back-up generator(s).

4.2.8. Ensure all contractors and subcontractors have proper insurance before granting access to the premises. Additionally, Riverside County personnel must be present at the site when utilizing such contractors to perform work at the site.

4.2.9. Agree to hold harmless and indemnify the Department of the Navy from any liability or responsibility for accident, damage, injury, or illness to individuals employed or contracted by Riverside County, subject to the Federal Tort Claims Act.

4.3. Both Parties understand and agree to the following terms-

4.3.1. In accordance with Occupational Safety and Health Administration Regulations [Standards – 29 CFR Part 1910.268(c) (1-3)], Parties will ensure all employees accessing the communication site have received proper training in the various precautions and safe practices required to maintain towers and repeaters.

4.3.2. Upon entering the area, any personnel not affiliated directly with MCAS Yuma are required to call the MCAS Yuma point of contact with the information that is posted at each of the communication sites. The general number for the MCAS Yuma S-6 Radio Branch is (928) 269-2389.

4.3.3. Any hazardous waste or hazardous materials anticipated to be used or generated on the site must be manifested and processed through the MCAS Yuma Environmental Division prior to being generated or removed from the Spring Hill Communication facility. Hazardous waste or hazardous materials include, but are not limited to solvents, paints, batteries, oils, offspecification fuels, and oils.

4.3.4. All requests, questions, and concerns will be handled and routed through the S-6 Radio Branch, Voice Division Supervisor's Office.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel, if applicable to the agreement. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT (POC). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party, and all correspondence will be sent and addressed accordingly.

6.1.1. For MCAS Yuma—

- 6.1.1.1. S-6 Radio Branch Voice Division Supervisor P.O. Box 99105, Bldg. 1250 Yuma, Arizona 86369-9105 (928) 269-2553/2389 After Hours: (928) 941-7484
- 6.1.1.2. Community Planning Office Management Analyst P.O. Box 99106 3938 Shaw Avenue Yuma, Arizona 85369-9106 (928) 269-3637

6.1.2. For Riverside County-

- 6.1.2.1. County of Riverside Economic Development Agency Real Estate Division 3403 10th Street, Suite 400 Riverside, California 92501 (951) 955-4811 FM-Leasing@rivco.org
- 6.1.2.2. Riverside County Sheriff's Department Public Safety Enterprise Communication Jhovani Morga, Infrastructure Supervisor (951) 955-3282 After Hours: On Call Supervisor (951) 955-3580

6.2. REVIEW OF AGREEMENT. This MOA will be reviewed no less often than triennially on or around the anniversary of its effective date in its entirety.

6.3. MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.4. DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

6.5. TERMINATION OF AGREEMENT. This MOA may be terminated by either Party with written notice, submitted a minimum of 180 calendar days to the other Party. If either Party terminates this MOA with less than the minimum notice, the other Party may bill for reimbursement of any unavoidable termination expenses incurred up to 180 calendar days following the written notification.

6.6. TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.

6.7. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

6.8. EFFECTIVE DATE. This MOA takes effect beginning on the day the last Party signs. Only the primary signatories have the authority to bind the parties to the conditions of this agreement.

6.9. EXPIRATION DATE. This MOA expires nine years after the effective date or until modified, terminated, or superseded by official documentation.

6.10. NO THIRD-PARTY BENEFICIARIES. Nothing in this MOA, expressed or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA, and this MOA will be for the sole and exclusive benefit of the Parties.

6.11. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority, and such holding cannot be appealed further, then the invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA. All remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable terms, provisions, or conditions with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.12. OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7. FINANCIAL DETAILS. Reimbursements for actual costs of repairs will be made, in the event of damages due to misuse or negligence by either Riverside County to the Springhill Communication Facility or MCAS Yuma on roads leading from the Bradshaw Trail to said facility, to the Party incurring those costs by the Party responsible for the damages. Advanced payments are not allowed.

- 8. LIST OF ATTACHMENTS:
 - 8.1. Riverside County Assigned Space
 - 8.2. Map of Spring Hill Communication Site

AGREED:

For Riverside County -

For MCAS Yuma -

Chuck Washington, Chair

Board of Supervisors County of Riverside, A political subdivision of the State of California J. K. STONE Date Colonel, U.S. Marine Corps Commanding Officer Marine Corps Air Station, Yuma, Arizona

Additional Riverside County Signatories:

Riverside County Public Safety Date Enterprise Communications Steering Committee

APROVED AS TO FORM: On behalf of Minh C. Tran COUNTY COUNSEL

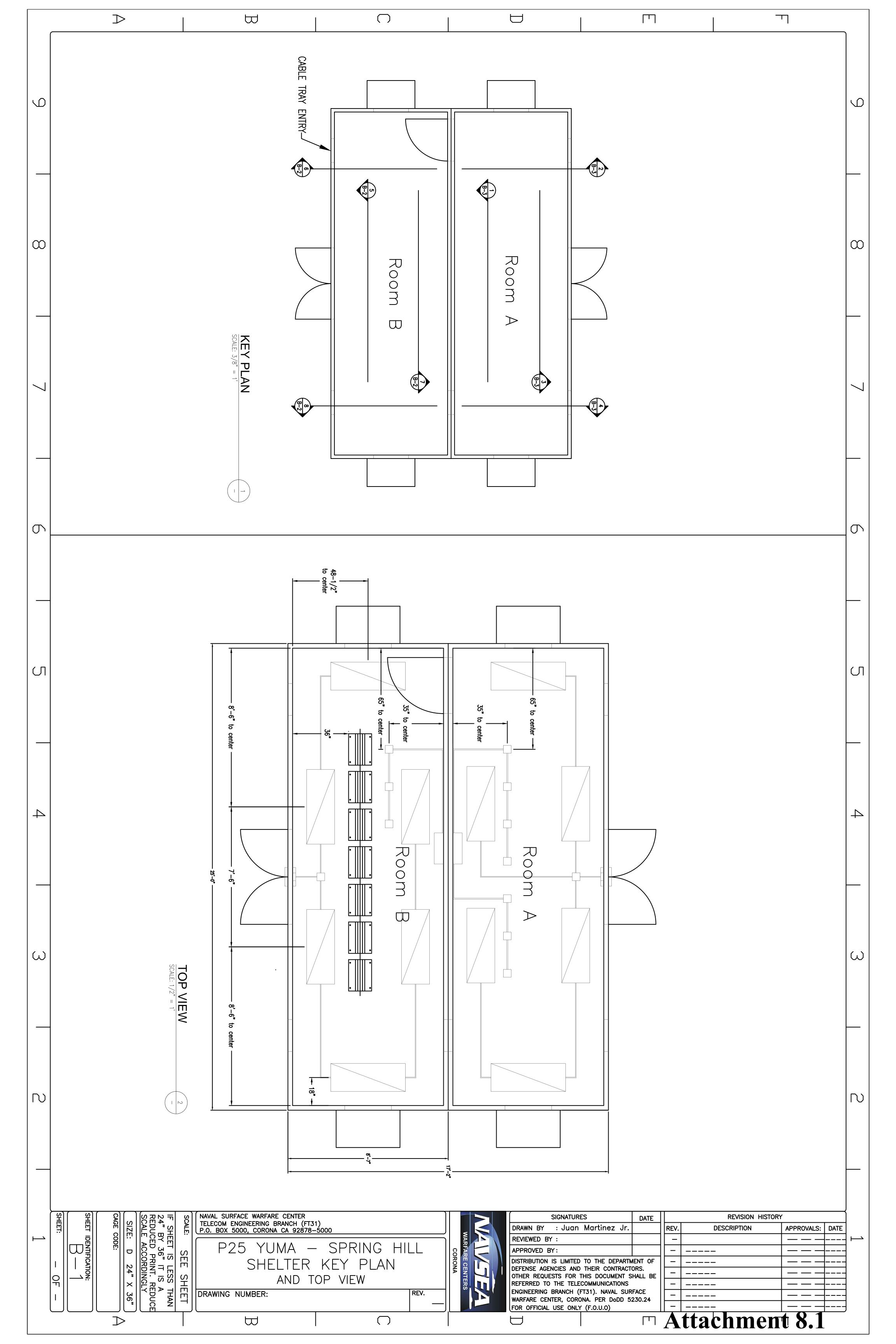
ATTEST:

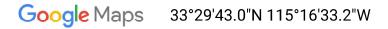
Braden Holly Deputy County Counsel

Date

5/21/24 Date Clerk of the Board

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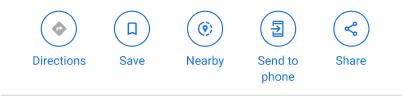


Imagery ©2023 Airbus, CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 50 ft



33°29'43.0"N 115°16'33.2"W

33.495264, -115.275886



Obsert Center Unified School District, CA

8556FPWF+4J

Photos

Attachment 8.2



Exhibit A

FY 2023/24

Sheriff's Department - Public Safety Enterprise Communications Assessor's Parcel Number 860-040-015

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Land Area:	- SQFT		
Approximate Cost per SQFT(Jun)	\$ -		
Lease Cost per Month(Jun)	\$	-	
Total Lease Cost(Jun) Total Estimated Lease Cost for FY 2023/24		\$ \$	-
Estimated Additional Costs:			
Fuel Road Maintenance		\$ \$	- -
FM-RE Lease Management Fee as of 7/1/2023	4.86%	\$	-
TOTAL ESTIMATED COST FOR FY 2023/24		\$	-
TOTAL COUNTY COST	100%	\$	-

Exhibit B

FY 2024/25

Sheriff's Department - Public Safety Enterprise Communications Assessor's Parcel Number 860-040-015

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Land Area:	- SQFT		
Approximate Cost per SQFT (Jul-Jun)	\$ -		
Lease Cost per Month (Jul-Jun)	\$-		
Total Lease Cost (Jul-Jun) Total Estimated Lease Cost for FY 2024/25		\$ \$	
Estimated Additional Costs:			
Fuel Road Maintenance		\$ \$	5,462.60 -
FM-RE Lease Management Fee as of 7/1/2024	4.84%	\$	-
TOTAL ESTIMATED COST FOR FY 2024/25		\$	5,462.60
TOTAL COUNTY COST	100%	\$	5,462.60

Exhibit C

FY 2025/26 to 2032/33

Sheriff's Department - Public Safety Enterprise Communications

Assessor's Parcel Number 860-040-015

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Land Area:

- SQFT

	FY 2	025/26	F	Y 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	F	Y 2030/31	F	Y 2031/32	F	Y 2032/33
Approximate Cost per SQFT(Jul-May)	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-	\$	-
Approximate Cost per SQFT(Jun)	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-	\$	-
Lease Cost per Month (Jul-May)	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-	\$	-
Lease Cost per Month(Jun)	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-	\$	-
Total Lease Cost (July - May)	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-	\$	-
Total Lease Costs (Jun)	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-	\$	-
Total Estimated Lease Cost for FY 2025/26 to 2032/33	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-	\$	-
Estimated Additional Costs:													
Fuel	\$	-	\$	5,462.60	\$ -	\$ 5,462.60	\$ -	\$	5,462.60	\$	-	\$	5,462.60
Road Maintenance	\$	-	\$	-		\$ -		\$	-				
FM-RE Lease Management Fee as of 7/1/2024 4.84%	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-	\$	-
TOTAL ESTIMATED COST FOR FY 2025/26 to 2032/33	\$	-	\$	5,462.60	\$ -	\$ 5,462.60	\$ -	\$	5,462.60	\$	-	\$	5,462.60

F11 Total Cost		\$ 27,313.00
F11 Total County Cost	100%	\$ 27,313.00