

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



ITEM: 3.10
(ID # 24673)

MEETING DATE:

Tuesday, December 17, 2024

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Ratification and Approval of the License Agreement between the County of Riverside, a political subdivision of the State of California, and the State of California, Department of Transportation (State) for the Santa Rosa Peak Communication Site, Assessor's Parcel Number 636-210-010. California Environmental Quality Act (CEQA) Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 4. [\$0] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State Guidelines Section 15301 - Existing Facilities and 15061(b)(3), "Common Sense" exemption;
2. Ratify and approve the attached License Agreement between the County of Riverside (County) and the State of California through its Department of Transportation (State), for Santa Rosa Peak communication site and authorize the Chair of the Board to execute the document on behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction; 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 1/7/2024

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: December 17, 2024
xc: FM, State Clearinghouse, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Revenue Lease			Budget Adjustment: No	
			For Fiscal Year: 24/25-29/30	

C.E.O. RECOMMENDATION: Approve

BACKGROUND

Summary

The County of Riverside owns certain real property located in the County of Riverside, State of California, located at Santa Rosa Peak Communication Site, California, identified by Assessor Parcel Number 636-210-010 (Property). The Property is part of the County's Public Safety Enterprise Communications (PSEC) and the rent is determined by Board of Supervisors approved rates.

The California Department of Transportation (Caltrans) has occupied the Santa Rosa Peak communication site and has had a License Agreement with the County, which commenced March 1, 1995, and has continued on a month-to-month tenancy.

Facilities Management (FM) requests approval of the attached new License Agreement (Agreement) between the County and Caltrans. This Agreement will effectively extend a new license to Caltrans for five (5) additional years and with four (4), one (1) year options to further extend the Agreement.

The new Agreement is summarized as follows:

Location: Santa Rosa Peak Communication Site

Assessor's Parcel Number: 636-210-010

Licensee: California Department of Transportation

Term: Five (5) years commencing upon full execution of agreement.

Options to Extend: Four (4) one (1) year extensions.

Rent:	<u>Current</u>	<u>New</u>
	\$443.37 per month	\$1,223.96 per month

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

Utilities: County pays electricity.

County Counsel has approved the License Agreement as to form.

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. Please see attached Notice of Exemption for additional details.

Impact on Residential and Businesses

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

Additional Fiscal Information

There are no net County costs related to this revenue license agreement.

ATTACHMENTS:

- License Agreement
- Notice of Exemption
- Aerial



Aaron Gettis, Chief of Deputy County Counsel 12/3/2024



Lead Agency: County of Riverside Transportation Dept.
ATTN: Jan Bulinski
Address: 4080 Lemon Street 8th Floor
RIVERSIDE, CA, 92502

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202401339
12/18/2024 03:34 PM Fee: \$ 50.00
Page 1 of 4

Removed: _____ By: _____ Deputy


Project Title

I-15 AT LIMONITE INTERCHANGE FENCING PROJECT

Filing Type

- Environmental Impact Report
- Mitigated/Negative Declaration
- Notice of Exemption
- Other:

Notes



Dennis Acuna, P. E., T. E.
Director of Transportation

COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY

Hector D. Davila, P.E.
Deputy for Transportation/Capital
Projects

Russell Williams
Deputy for Transportation/Planning and
Development

Transportation Department

October 16, 2024

PROJECT TITLE: I-15 at Limonite Interchange Fencing Project
Work Order #ZA30393 Task Code #Z1530

PROJECT SPONSOR: County of Riverside Transportation Department

PROJECT LOCATION: Community of Eastvale

PROJECT DESCRIPTION: The County of Riverside Transportation Department is proposing to construct approximately 1,260-feet of wire mesh fence and 1,360 feet of Earthen Swale to improve localized drainage at the Limonite Interchange along southbound Interstate 15.

The project will include the following:

- Construction of vegetated Earthen Swale
- Construction of 3X3 rip-rap pad
- Removal of existing fence and replace with 6' high wire mesh fence
- Any other work as may be required.

ENVIRONMENTAL ANALYSIS:

The proposed project will not require any additional right-of-way or temporary construction easements (TCEs) to construct the proposed improvements.

This project is subject to compliance with the Western Riverside County MSHCP. In accordance with Section 7 of the Western Riverside County MSHCP, necessary operation and maintenance along existing roadways are considered a covered activity outside/inside of cell criteria area/conservation areas. This project is considered to be operation and maintenance; therefore, it is a covered activity under the Western Riverside County MSHCP.

If tree and/or vegetation removal takes place during the migratory bird breeding season (February 1 – September 1), a preconstruction nesting survey will be conducted pursuant to the Migratory Bird Treaty Act.

4080 Lemon Street, 8th Floor · Riverside, CA 92501 · (951) 955-6740
P.O. Box 1090 · Riverside, CA 92502-1090 · FAX (951) 955-3198

If prehistoric or historic-era archaeological resources are encountered anywhere during Project construction when no archaeologist is present, work in the area must halt within a 60-foot radius until the County Engineer can be contacted to have the area evaluated for the nature and significance of the find and formulate appropriate evaluation and/or mitigation measures if needed.

The Riverside County Transportation Department has found that the above-described project is exempt from the provisions of the California Environmental Quality Act (CEQA), based on the following:

Section 15301 (c) – Existing Facilities – The project proposes to construct approximately 1,260-feet of wire mesh fence and 1,360 feet of Earthen Swale to improve localized drainage along southbound Interstate 15. The project in its entirety is consistent with Section 15301(c) because it does not create additional automobile lanes and involves no expansion of use of the existing roadway and associated facilities.

By:

Signed: Jan Bulinski
Jan Bulinski, Environmental Project Manager

Limonite Ave Interchange Fencing Project



Legend
World Street Map



0 1 3,009 Feet
50

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.

REPORT PRINTED ON... 10/16/2024 11:35:33 AM

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Notes

Document Root (Read-Only)

Selected Document

2024120849 - NOE - Santa Rosa Peak Communication Site License Agreement with State of California, Department of Transportation

Riverside County

Created - **12/18/2024** | Submitted - **12/18/2024** | Posted - **12/19/2024** | Received - **12/19/2024** | Published - **12/19/2024**

Naomy Sicra

Document Details**Public Agency**

Riverside County

Document Type

Notice of Exemption

Document Status

Published

Title

Santa Rosa Peak Communication Site License Agreement with State of California, Department of Transportation

Document Description

The County of Riverside owns certain real property located in the County of Riverside, located at the Santa Rosa Peak Communication Site, California, identified by Assessor Parcel Number 636-210-010 (Property). The Property is part of the County's Public Safety Enterprise Communications (PSEC) and the rent is determined by Board of Supervisor approved rates. The California State Department of Transportation (DOT) has occupied the Santa Rosa Peak communication site and had a license agreement which previously commenced March 1, 1995. This License Agreement expired on June 30, 2012, but has since continued on a month-to-month tenancy. Facilities Management requests approval of a new License Agreement between the County and DOT that will be for a five-year period, commencing on approval of the agreement, with four, one-year options to extend. The License Agreement with DOT 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.

Attachments (Upload Project Documents)**NOE_ Santa Rosa Peak Communication Site License Agreement.pdf**

Telecommunications License Agreement
 LICENSOR: County of Riverside
 LICENSEE: State of California, Department of Transportation
 Santa Rosa Peak Communication Site, Riverside County

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3.10

This Public Safety Enterprise Communications License Agreement, hereinafter referred to as the "Agreement" shall be effective as _____, 2024 by and between COUNTY of RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the STATE of CALIFORNIA, through its DEPARTMENT of TRANSPORTATION (STATE), hereinafter referred to as "LICENSEE," whereby it is agreed as follows:

1. Recitals

- (a) The County owns the property identified as Assessor's Parcel Number 636-210-010, situated on the crest of the Santa Rosa Mountain and commonly known as the Santa Rosa Site, hereinafter referred to as the "Premises" and as depicted on Exhibit "A"; and
- (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, and Licensee desires the use of antenna and rack space thereon;
- (c) It is in the best interests of the County that a license agreement be consummated between the County and the Licensee on the terms and conditions herein contained; and
- (d) Licensee's use of County's property must not result in the installation or operation of equipment that in any way hinders, obstructs, or interferes with the County or any existing licensee.

2. Term

- (a) The term of this Agreement shall be for a period of five (5) years commencing October 1st 2024, and expiring at midnight on the last day of September 30th, 2029.

3. Option to Extend

The initial term shall be followed by four (4) one (1) 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

- (a) 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 110% of the last approved rent, and all other terms and conditions of this Agreement shall remain in full force and effect.

5. Board Approved Rates

- (a) Rates are reviewed annually by the Board of Supervisors with changes taking affect July 1 of each year. On the first of July of every year of the term or any renewal term of this Agreement, 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 due and payable in arrears on the first day of each calendar month during the term of this Agreement.

7. Pass-Through Costs

Intentionally deleted.

8. Recurring Fees

(a) Licensee shall pay County the following fees as Rent:

- 1) Recurring Shelter Fees. Equipment fees calculated at one full-rack at \$567.46 per one full rack, per month, for a total equipment fee of \$567.46 per month. Equipment fees are subject to annual review and adjustment by the Riverside County Board of Supervisors on July 1st of each year, beginning July 1, 2025
- 2) Recurring Tower Fees. Fees for two (2) low mounted antennas placed upon the tower at \$300 per one antenna, per month, for a total tower fee of \$600 per month. Antenna fees are subject to annual review and adjustment by the Riverside County Board of Supervisors on July 1st of each year, beginning July 1, 2025.
- 3) Administrative Fee. There shall be a monthly administrative surcharge of 4.84% of the amounts paid under 8(a)1 and 8(a)2 above ($\$1,167.46 \times .0484 = \56.50), said percentage being subject to annual review and adjustment by the Riverside County Board of Supervisors on July 1st of each year, beginning July 1, 2025.
- 4) Total Recurring Fees.

a. Fees for equipment on full rack	\$567.46
b. Fees for antennas placed upon the tower	\$600
c. Fees for administrative surcharge	\$56.50
d. Total monthly fees	\$1,223.96
- 5) In the event Licensee fails, or refuses, to make its monthly rental payment thirty (30) days after the date as required in Section 8(a)1 and 8(a)2 above, Licensee shall pay to County an additional amount of twenty-five dollars (\$25.00) as an administrative charge, which charge represents a minimal cost incurred by County associated with processing the late payment.

9. Use

- (a) County hereby grants to Licensee use of the certain space within the equipment shelter, and on the tower, located at the Santa Rosa communication site to install certain equipment and fixtures as indicated on Exhibit B, Technical Data, attached hereto and incorporated herein by reference, including any applicable easements for utilities and access to the Premises.
- (b) Licensee shall use said facilities for the purpose of operating electronic communication devices and for such other uses or purposes necessarily related thereto.
- (c) Licensee shall, at Licensee's sole cost and expense, comply with the requirements of all local, state, and federal statutes, regulations, rules, ordinances, and orders now in force or which may be hereafter in force, pertaining to its permitted use of the Premises.

10. Access to Premises

- (a) County will maintain control over site access. PSEC 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 "D" which is attached and incorporated herein. In the event County personnel is required to accompany Licensee, Licensee shall pay for such accompaniment at the hourly rate(s) set by the Riverside County Board of Supervisors, within thirty (30) days after receipt of a billing and accounting invoice from the County. Licensee shall pay for such accompaniment at the hourly rate of \$127.19, between 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays, and at an hourly rate of \$135.68 at all other times. The hourly accompaniment rate(s) are adjusted by the Riverside County Board of Supervisors on July 1 annually.

11. Site Safety and Cleanliness

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

12. Inspection of Equipment

- (a) 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.

13. Change in Equipment

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

14. Re-Allocation of Space

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

15. Equipment Installation by Licensee

- (a) Licensee shall have the right, but not the obligation, at any time following the full execution of this Agreement and prior to the Commencement Date, to enter the Premises, provided that the Site Access provisions of Section 10, Access To Premises, 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. Starting on the Commencement Date, Licensee has the right to install, maintain, repair, modernize and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, radio frequency-transmitting and receiving antennae and supporting structures and improvements ("Licensee's Facilities").
- (b) 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.

- (c) 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. The State will provide to the County an equipment listing before modifying its equipment. Changing of radio equipment, fixtures and antennae with "like kind" radio equipment, fixtures or antennae shall not be deemed to be changes to the construction for purposes of this section.

16. Disposition of Licensee's Equipment

- (a) During the term of this Agreement, all wires, equipment, and other personal property placed in, upon, or under the Premises by Licensee shall remain the property of Licensee and shall be removed by Licensee, at its sole cost and expense, within thirty (30) days after expiration or termination of Licensee's tenancy.
- (b) Should Licensee fail to remove said equipment and personal property within thirty (30) days after expiration or termination of the Agreement, County may do so at the risk of Licensee. Upon written demand by the County, Licensee shall immediately pay all costs and expenses of the removal of Licensee's personal property and equipment.
- (c) Licensee may, however, with written consent of the County, abandon in place any and all of Licensee's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in the County.

17. Tower Analysis

- (a) If additional antennas, microwave dishes and/or equipment are to be added to an existing tower, or if a structure other than a tower will be used to support a communication system, the County will perform the tower/structural analysis. All cost associated with the analysis will be the responsibility of the Licensee.
- (b) If it is determined that the addition of the Licensee's equipment would result in the tower or structure being overloaded, the Licensee shall be responsible for all costs and work necessary to bring the tower/structure into compliance prior to installation of Licensee's equipment. LICENSEE shall have the right to terminate this License without penalty if structural analysis reveals the costs to bring the tower/structure into compliance to be excessive.

18. Electrical and Heat Load Analysis

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

19. Contract Support

- (a) County has the right to refuse Licensee's choice for contract support for equipment located within the shelter and/or on the radio tower. Licensee will provide and maintain updated contact information including names, business phone numbers, after hours contact phone numbers and cell phone numbers for all staff members providing maintenance/repair support.

20. Utilities

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

21. FCC Licenses

- (a) Licensee shall provide all FCC licenses to the County's Communications Site Manager along with its application. Licensee shall insure that the license is kept current along with all contact information.

22. Radio Frequency Radiation (RFR)

- (a) The County will conduct field testing after installation to certify and document RFR maximum permissive emission (MPE) standards established by the Federal Communications Commission (FCC) OET Bulletin 65 and FCC CFR 47 Part 1.1307. Licensee will be responsible for all costs associated with all field testing required prior to final approval of this Agreement.
- (b) Should additional equipment be required after this Agreement has been approved, Licensee will be responsible for all costs associated with additional field testing and RFR surveys for the additional equipment.
- (c) Should the RFR studies demonstrate that the addition of Licensee's equipment causes the overall site RFR levels to exceed current exposure levels, Licensee must take action within twenty-four (24) hours, and is responsible for all mitigation costs associated with such action to return site to pre-existing exposure levels.
- (d) Prior to any field installation activity, the Licensee certifies herein that all personnel gaining access to Elsinore Peak have received RFR safety awareness training and tower climbers have been qualified. Licensee shall provide copies of certifications to Riverside County Communication Site Manager.

23. Interference

- (a) Licensee's equipment shall not disturb or interfere with the communications equipment and uses which exist on County's property and/or the Premises with communication equipment and uses that originate prior to Licensee's original possession of the Premises, and Licensee in the operation of Licensee's equipment shall comply with all non-interference rules of the Federal Communications Commission (FCC). Licensee agrees to make no changes to its operating equipment frequencies, without prior written approval of County, which approval shall not be unreasonably withheld, delayed or conditioned. It shall not be unreasonable for such approval by County to be withheld, delayed or conditioned if such changes will result in interference with the communications equipment and uses which exist on County's Premises on the date of the changes. Licensee agrees to maintain all its equipment to operate within the manufacturers and FCC specifications.
- (b) The County shall conduct intermodulation studies prior to Licensee activating their equipment. Licensee shall be responsible for eliminating any potential intermodulation problems. For site-specific information, contact Riverside County Communication Site Manager.
- (c) In the event Licensee's installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment and uses that originate prior to Licensee's original possession of the Premises, 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 immediately cease such interference, County may at its option, immediately terminate this Agreement and evict Licensee.

- (d) Any interference and compatibility testing required hereunder for radio interference with other equipment at the County's facility, by such equipment installed, or by changes to said equipment, shall be made at the sole cost of Licensee by the County of Riverside. If the test is satisfactory to the County representative, a certification of such test signed by both the Licensee and the County representative will be forwarded to the County at locations indicated in "Notices" paragraph hereof. All costs incurred by the County to conduct compatibility testing will be reimbursed to the County by Licensee within thirty (30) days of the receipt of a bill from the County. Should payment not be received, County may at its option, immediately 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 twenty-four (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 immediately upon notification. Notice will include verifiable evidence of interference, provided to Licensee by County or by any site supervisor of County, of such interference 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.
- (i) 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.

24. Workmanship Standards

- (a) 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 C, County of Riverside Site Installation Standards.

25. Employees and Agents of Licensee

- (a) It is understood and agreed that all persons hired or engaged by Licensee shall be considered to be employees or agents of Licensee and not of County.

26. Permits, Licenses and Taxes

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

27. Compliance with Laws

- (a) The parties shall each, at their respective 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 either party in any action or proceedings against the other party, whether the other party be a party thereto or not, that said other party has violated any such statutes, regulations, rules, or ordinances, or orders, in the use of the Premises, shall be conclusive of that fact as between County and Licensee.

28. Binding on Successors

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

29. Waiver of Performance

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

30. Severability

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

31. Venue

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

32. Attorneys' Fees

- (a) 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, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration.

33. Notices

- (a) 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:
State of California
Department of Transportation
Office of Radio Communications
1120 N Street, MS-77
Sacramento, CA 95814
Attn: Ferdinand Milanes
916-837-8755

County:
County of Riverside
Facilities Management
Real Estate Division
3450 14th Street, Suite 200
Riverside, California 92501
951-955-5746

County's PSEC Site Manager
Patricia Byrd
7195 Alessandro Blvd.
Riverside, Ca 92507

34. County's Representative

- (a) County hereby appoints the Director of Facilities Management as its authorized representative to administer this Agreement.

35. Termination by County

- (a) County may terminate the Agreement upon ninety (120) days prior written notice to Licensee
- (b) County shall have the right to immediately terminate this Agreement if:
 - 1) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of Licensee as a debtor.
 - 2) In the event that Licensee makes a general assignment, or Licensee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.
 - 3) In the event of abandonment of the Premises by Licensee.
 - 4) In the event Licensee fails or refuses to meet its rental obligation, or any of them, hereunder or as otherwise provided by law.

- 5) In the event Licensee fails or refuses to perform, keep or observe any of its duties or obligations hereunder; provided, however, that Licensee shall have ninety (90) 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 37 Default. A ninety (90) day cure period shall not apply to Section 5 Rent or Section 6 Recurring Fees.

36. Termination by Licensee

- (a) Licensee shall have the option to terminate this Agreement, in the event County fails or refuses to perform, keep or observe any of its duties or obligations hereunder; provided, however, that County shall have ninety (90) days in which to correct its breach or default after written notice thereof has been sent to County by Licensee, unless otherwise indicated in Section 37 Default.
- (b) Licensee shall have the option to terminate this Agreement, at any time, by giving written notice to the County a minimum of ninety (120) days' prior to the date when such termination shall become effective.

37. 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 one-hundred and eighty (180) days after notice that the rent is overdue.
 - 2) Licensee fails to comply with any of the terms, conditions and covenants herein, (except Section 21 Interference, which shall govern in the event of frequency interference) and does not cure such default within ninety (90) days after notice thereof to Licensee or, if such default cannot be cured within the ninety (90) day period with reasonable diligence and in good faith, and Licensee does not cure such default within ninety (90) days after the date of such notice.
 - 3) The non-renewal, revocation or cancellation of the construction permit and/or license issued to Licensee by the FCC and/or, CPUC, or any other federal, state or local authority, for purposes of conducting its communications operation at the Premises.

38. Quiet Enjoyment

- (a) 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.

39. Free From Liens

- (a) 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.

40. **Insurance.** Without limiting or diminishing the Licensee's obligation to indemnify or hold the County harmless, Licensee's contractors shall procure and maintain or cause to be maintained, at their respective sole

cost and expense, the following insurance coverages during the term of this Agreement. The procurement and maintenance of the following insurance can be by self-insurance. **It is understood and agreed by both parties that the Licensee is a self-insured public entity for purposes of addressing all lines of insurance coverage required in this Agreement. See Exhibit E.** As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. General Insurance Provisions – All lines:

- 1) Intentionally deleted.
- 2) Intentionally deleted.
- 3) Intentionally deleted.
- 4) Intentionally deleted.
- 5) Intentionally deleted.
- 6) Intentionally deleted.

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

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County. County acknowledges and agrees that Caltrans' self-insurance is acceptable.

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

41. Acceptance of Premises

- (a) County represents that it has no knowledge of hazardous materials on the Premises or the Property or nearby, nor does it have knowledge of spilled materials, underground fuel storage tanks, septic or drain fields or buried wastes on or within the Premises or Property. Licensee, at their option and sole cost, may conduct a Phase I Hazardous materials study and County agrees to cooperate in completion of such study. Otherwise, Licensee accepts the Premises "As Is" and acknowledges that County has made no representation concerning the fitness of the Premises for the use intended by Licensee. Licensee agrees to keep the Premises free of hazardous materials contamination and shall store and use fuels, lubricants, batteries and other similar materials in a safe, code complaint manner, and assumes full responsibilities for such materials use within the Premises.
- (b) Licensee represents that it has inspected the Premises, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof. County shall not be liable to Licensee, its officers, agents, employees, sub-contractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the Premises; provided, however, that such dangerous conditions are not caused by the negligence of County, its officers, agents or employees.

42. Hold Harmless

- (a) The STATE is generally prohibited by law from indemnifying other parties. However, to the extent permitted by law, each party agrees to indemnify and save each other, its officers, agents, and employees, harmless from any loss, damage, or liability which shall be caused by or may arise from the negligence, willful misconduct or strict liability of the indemnifying party, or its agents, employees, representatives, contractors, and from all claims, demands, and causes of action that may be brought against each party, its successors, or assigns, caused by, arising out of, or in any way connected with the exercise by the parties of any of the rights herein granted.
- (b) With respect to any action or claim subject to indemnification herein by Licensee, Licensee shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Licensee's indemnification to Indemnitees as set forth herein.
- (c) Licensee's obligation hereunder shall be satisfied when Licensee has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- (d) The specified insurance limits required in this Agreement shall in no way limit or circumscribe Licensee's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.
- (e) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such Interpretation shall not relieve the Licensee from indemnifying the Indemnitees to the fullest extent allowed by law.

43. Assignment

- (a) Licensee cannot assign or 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.

44. Hazardous Materials

- (a) Licensee agrees to abide by all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits pertaining to the protection of human health and/or the environment.
- (b) Licensee shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Licensee, its agents, employees, contractors or invitees, except batteries in type and configuration approved by County, coolants used for cooling systems and reasonable amounts of cleaning supplies or materials usually used within the Premises, provided, however, such supplies or materials are reasonable. Except as provided herein, Licensee shall not cause or permit any other material classified as hazardous to be brought upon, kept or used in or about the Premises by Licensee, its agents, employees, contractors or invitees, without the prior written consent of County, which consent shall not be unreasonably withheld so long as Licensee demonstrates to County's reasonable satisfaction that such hazardous material is necessary to Licensee's use of the Premises.
- (c) During the term of this Agreement and any extensions thereof, Licensee shall not violate any federal, state or local law, or ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the Premises including, but not limited to, soil and groundwater conditions. Further, Licensee, its successors, assigns and sublicensees, 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"). For the purpose of this Agreement, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.
- (d) County and Licensee agree that any hazardous material permitted on the Premises or the Property of which it is part and all containers therefore shall be used, kept, stored and disposed of in a manner that

complies with all applicable federal, state and local laws or regulations pertaining to any such hazardous material, and shall not cause public or private nuisance or trespass.

- (e) 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.
- (f) As used herein, the term Hazardous Material means (a) any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (b) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), as amended from time to time, and regulations promulgated thereunder; (c) any oil, petroleum products and their by-products; and (d) any substance which is or becomes regulated by any federal, state or local governmental authority. Any substance which is exempt from regulation under the definitions or exemptions in any of the statutes, regulations or ordinances referenced herein is also excluded from the provisions of this Agreement.
- (g) To the extent permitted by law, Licensee agrees to indemnify and hold County harmless from and against any expense, liability, claim, damage, cost or other obligation arising out of Licensee's failure to comply with any provision of this paragraph. The indemnification provided by Licensee shall include, but not be limited to, all costs of any work to abate any hazardous waste condition resulting from Licensee's, its agents', employees', contractors' or invitees' actions, and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees connected therewith. This indemnification does not extend to hazardous materials present on the Property and/or Premises solely as a result of County's actions or the actions of County's agents, employees, contractors or invitees or to any pre-existing condition on the Property. The covenants contained in this section shall survive the termination of this Agreement.

45. Entire Agreement

- (a) 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.

46. Interpretation of Agreement

- (a) 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.

47. Future User's Obligation

- (a) 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.

48. Supersedes Prior

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

49. Subrogation

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

50. 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.

51. Mode of Execution

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

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

Dated: 12/17/2024

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

STATE OF CALIFORNIA
Department of Transportation

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

By: *[Signature]*
Ferdinand Milanes
Chief, Office of Radio Communications

Dated: 12/17/2024

Dated: October 4, 2024

RIVERSIDE COUNTY PUBLIC SAFETY
ENTERPRISE COMMUNICATIONS
STEERING COMMITTEE

By: *[Signature]*
Name: Chris Wagner
Chair

Dated: 10/10/2024

APPROVED AS TO FORM:
MINH TRAN, County Counsel

APPROVED AS TO FORM:
RANDALL RODRIGUEZ, State Counsel

By: *[Signature]*
Braden Holly
Deputy County Counsel

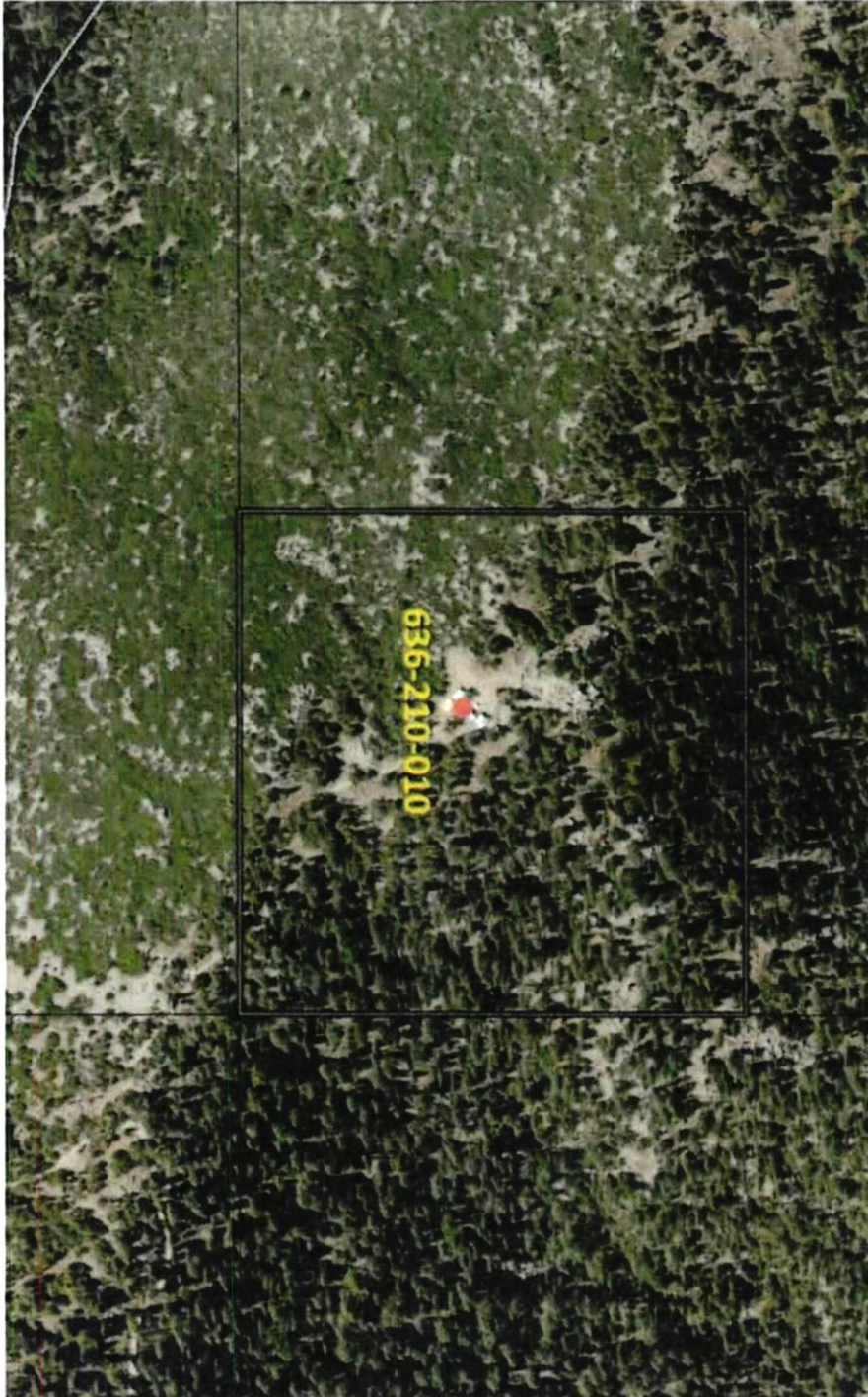
By: *[Signature]*

Dated: 11/19/24

Dated: 10/4/2024

ATTEST:
KIMBERLY A. RECTOR, Clerk
By: *[Signature]*
DEPUTY

Exhibit A
Premises



**Exhibit B
Technical Data Sheet**

Site Name	Santa Rosa Peak	Application Type	New <input checked="" type="checkbox"/>	Modification <input type="checkbox"/>	Date	06/07/17
County Site Manager	Chuck Rushing	951-955-0582	Latitude	33 32 44.00		
Infrastructure Engineer	Chuck Rushing	951-955-0582	Longitude	116 28 10.06		
Site Description	The Site consists of the telecommunications tower and equipment pad located in the unincorporated area of the County of Riverside, CA.: The access road is maintained by the County of Riverside					
Legal Description (if available)						
CUSTOMER SITE INFORMATION						
Customer Name/Org	Department of Transportation					
Customer Site Name	Santa Rosa Peak	Customer Site Num	56LA56003000			
Summary of Work to be completed on Site:						
Initiate a new telecommunications lease for vault and tower space at Santa Rosa Peak.						
PROJECT CONTACT INFORMATION						
Primary Contact	Theresa Moser				Only POC for Deliverables	<input type="checkbox"/>
Company/Organization	Department of Transportation					
Address, City, State, Zip	1120 N Street, MS-77, Sacramento, CA 95814					
Office Phone	916-879-0287	Email	Theresa.moser@dot.ca.gov			Cell
CUSTOMER ADDITIONAL CONTACT INFORMATION						
	Firm or Contact Name	Email	Phone			
RF Engineer	Henry Tsui	henry.c.tsui@dot.ca.gov	909-356-3756			
Construction PM						
Other						
DELIVERABLES TO BE SENT TO						
Agreement Draft/Final	Theresa Moser	Theresa.moser@dot.ca.gov	916-879-0287			
Company / Organization	Department of Transportation, Office of Radio Communications					
Address	1120 N Street, MS-77, Sacramento, CA 95814					
Legal Entity Name	State of California					
Signatory Full Name/Title	Ferdinand Milanes	Ferdinand.Milanes@dot.ca.gov				
Address, City, State, Zip	1120 N Street, MS-77, Sacramento, CA 95814					
Attn: Full Name	Theresa Moser	Theresa.moser@dot.ca.gov	916-879-0287			

GROUND SPACE REQUIREMENTS				
Dimensions	Length (ft)	Width (ft)	Height (ft)	Or Sq. Ft
Primary Contiguous Lease Area				
Minimum space required if requested area not available				
Inside Shelter <input type="checkbox"/>	Floor DIMS Needed			
Custom Shelter <input type="checkbox"/>	Dimensions			
Pad for Shelter <input type="checkbox"/>	Dimensions			
Stoop <input type="checkbox"/>	Dimensions			
Outdoor Cabinets <input type="checkbox"/>	Dimensions			
Pad for Cabinets <input type="checkbox"/>	Dimensions			
RACK SPACE REQUIREMENTS				
(application will not be considered complete without Equipment Information)				
Equipment Manufacturer(s)		Equipment Measurements		
Sinclair Q3220E Duplexer Bandpass Cavity DB4026W-1 TW IM Panel Tx:453.9625 MHz		19"x4.17"		
Sinclair Q4220E Duplexer TW IM Panel Tx:859.2250 MHz		19"x4.17"		
Daniels 800 MHz Power Amplifier 859.2250 MHz AMP-838-045DIR Daniels MT-4		19"x7" 19"x7"		
Newmar 115-12-45 RM Charger		19"x3.4"		
SPU PDP 176-12 LVL Panel Battery Tray (2 Batteries)		19"x5" 19"x8.5"		
BACKUP POWER REQUIREMENTS				
GENERATOR NOT REQUIRED <input checked="" type="checkbox"/>		RivCo Shared Generator <input type="checkbox"/>	Shared Generator Peak Usage Requested (kw)	
Customer Generator Location		Inside Custom Shelter <input type="checkbox"/>	Inside <input type="checkbox"/> or Outside <input type="checkbox"/>	Primary Lease Space
Manufacturer		Make/Model		
Fuel Type		Capacity (kw)		
Add'l lease area required for backup power		Dimensions		
Pad for Generator <input type="checkbox"/>		Dimensions		
Fuel Tank <input type="checkbox"/> Tank Size (gal)		Dimensions		
Pad for Fuel Tank <input type="checkbox"/>		Dimensions		
Notes:				
FOR COUNTY SITE MANAGER USE				
Setback Requirements:				
SECONDARY GROUND LEASE AREA REQUIREMENTS				
(i.e. for additional dish, antenna, etc., beyond area describe above)				
Will supplementary ground space be needed to accommodate additional equipment?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If yes, please identify the dimensions for the additional area				
Minimum space required if requested area not available				
Additional equipment – please describe, if other than generator described above				
Additional equipment description				
Ground space notes (if additional area needed beyond that indicated above, please note here):				
POWER/TELCO REQUIREMENTS				
Power provided by	Utility Company Direct <input type="checkbox"/>	County Provided <input checked="" type="checkbox"/>	Avg Monthly Power Consumption	KWH units
Telco/Interconnect Requirements	POTS <input type="checkbox"/>	T1 <input type="checkbox"/>	Microwave <input type="checkbox"/>	Fiber Optic <input type="checkbox"/>

TRANSMITTER SPECIFICATIONS (& RECEIVER)

Transmitter/Receiver Type	Repeater	Link				
Qty of Transmitters/Receivers	2	2				
Manufacturer	Daniels	Daniels				
Type & Model	MT-4E	MT-4E				
Type of Technology						
Tx Power Output	35	35				
ERP (watts)	80	180				
Electric Service Req'd (amps/volts)	20/120	SHARE W/Repeater				

ANTENNA EQUIPMENT SPECIFICATION

Equipment Type	Dipole	Yagi				
Installation Status	Existing	Existing				
RAD Center AGL (ft)						
Equip Mount ht (ft)	30	20				
Equip Mount Type						
Equip Manufacturer	SRL	Scala				
Equip Model #	41OC-4DT8	R45-450				
Equip Dimensions (HxWxD) (ft or in)						
Equip Weight (per item, in lbs)						
Equip Quantity						
Azimuths/Direction of Radiation	330	23.1				
Qty in each azimuth/sector						
TX Frequency	859.2250	458.9625				
RX Frequency	814.2250	453.9625				
Is equip using unlicensed frequencies?	No	No				
Antenna Gain						
Total # of lines for equipment in column						
Line Qty in each azimuth / sector						
Line Type	Heliac	Heliac				
Line Diameter / Size	0.5 inch	0.5 inch				
Removing Equipment (if applicable)						

Exhibit C
Ingress & Egress Procedures
County of Riverside Santa Rosa Peak Communication 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



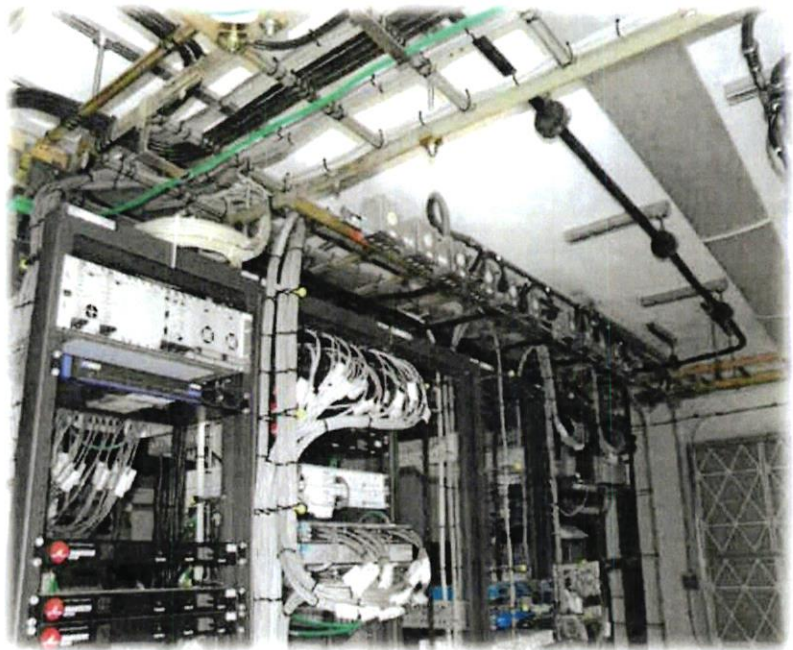
coordinated with the proper jurisdiction. All equipment installations shall comply with all local building and electrical codes.

- 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

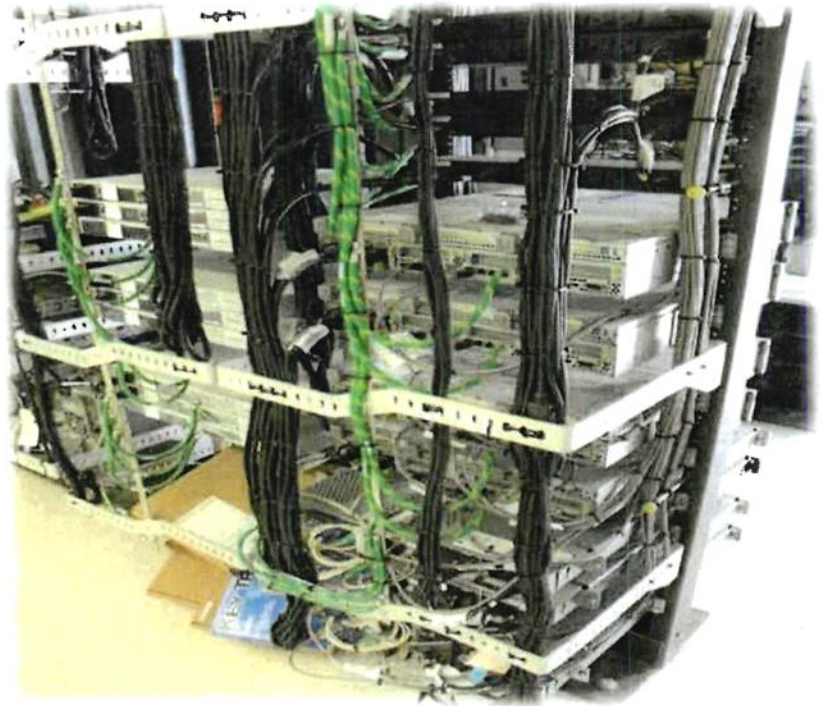
To help prevent damage or accidental disconnection, cables and conductors **shall** be secured at intervals of no more than 914 mm (3 ft.). Attachment **shall** be accomplished in a manner that does not restrict access to the equipment in the rack or cabinet.

- 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 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. Microflect entryway boots shall be used for the appropriate remote sites.

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

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

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

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

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

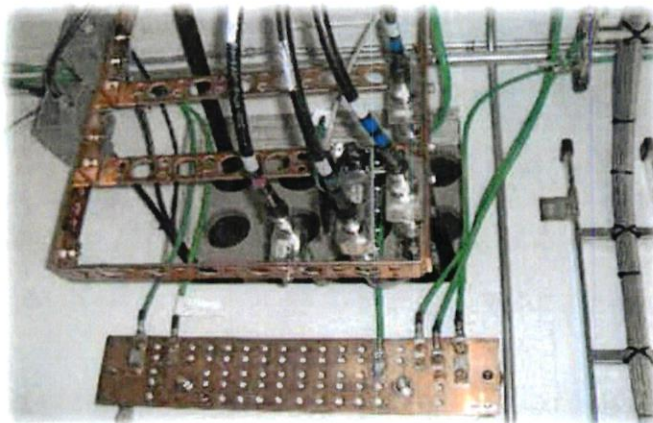
When equipment/users vacate a communications building, the antenna(s), transmission line(s) along with all hardware and appurtenances are to be removed from the tower and inside the comm. building.

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 mm² csa (#6 AWG) or coarser equipment grounding conductor by using the following requirements and connection methods described within this document:

- Individual RF Surge Protection Devices
- Primary Surge Protection Devices

- Secondary Surge Protection Devices
- Telecommunication Cable Metallic Shields
- GPS Cable Metallic Shields

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.





Exhibit E
Proof of Self-Insurance Coverage
(Attached behind this page)

Santa Rosa Peak

APN: 636-210-010



Legend

-  County Boundary
-  City Boundaries
-  Blueline Streams
-  City Areas



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

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Notes

District: 4