

W. G. D. I.

ABBREVIATED CONSENT CALENDAR MEMO

Memorandum Date: 6 February 2007
Order Date: 21 February 2007

TO: Board of County Commissioners

DEPARTMENT: Lane County Sheriff's Office

PRESENTED BY: Judy Simpson

AGENDA ITEM TITLE: IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE COMMUNICATION SITE OR4 YACHATS LICENSE AGREEMENT BETWEEN VERIZON WIRELESS AND LANE COUNTY IN THE AMOUNT OF \$6,700

I. MOTION

MOVE TO APPROVE EXECUTION OF LICENSE AGREEMENT FOR COMMUNICATION SITE OR4 YACHATS

II. DISCUSSION

A. Background/Analysis

Board Order 06-11-4-7 authorized execution of Cape Perpetua Communication Site Lease Agreement between the State of Oregon, Department of Transportation (ODOT) and Lane County for Sheriff's Office lease of rack space for their communication equipment in the building owned by ODOT.

The communication tower, tower identifier OR4 YACHATS, at Cape Perpetua is owned by Verizon Wireless.

The License Agreement will give Lane County Sheriff's Office a license to use a portion of the tower to place an antenna and place an equipment cabinet outside Verizon's building.

The Agreement is effective on the first day of the month in which it is executed and will remain in effect for five years, with the option to renew for four additional 5-year terms.

The annual fee will be \$1,200 the first year with a five percent increase each year thereafter.

Lane County Sheriff's Office has never had good radio coverage along Hwy 101 on the north coast, and leasing communication space at Cape Perpetua will provide the opportunity for much better communications.

B. RECOMMENDATION

Staff recommends approving execution of Communication Site OR4 YACHATS License Agreement with Verizon Wireless.

Lane County has a building space lease agreement with ODOT and needs the agreement with Verizon for the tower space in order to complete the package.

III. ATTACHMENTS

1. Proposed Board Order No. _____.
2. OR4 YACHATS License Agreement.

IN THE BOARD OF COUNTY COMMISSIONERS OF Lane County, OREGON

**ORDER NO.)IN THE MATTER OF DELEGATING AUTHORITY
)TO THE COUNTY ADMINISTRATOR TO EXECUTE
)COMMUNICATION SITE OR4 YACHATS LICENSE
)AGREEMENT BETWEEN VERIZON WIRELESS
)AND LANE COUNTY IN THE AMOUNT OF \$6,700**

THIS MATTER having come before the Board of County Commissioners for approval of Communication Site License Agreement between the Verizon Wireless and Lane County through the Lane County Sheriff's Office for tower space lease at Cape Perpetua Lookout.

WHEREAS, Lane Manual 21.145 requires Board of Commissioner approval for execution of contracts exceeding three (3) years in length.

WHEREAS, the Communication Site License Agreement is effective on the first (1st) day of the month in which the Agreement is executed and will remain in effect for five years, with the option to renew for four additional 5-year terms.

IT IS HEREBY ORDERED that the Board of County Commissioners delegate authority to the County Administrator to execute Communication Site OR4 YACHATS License Agreement between Verizon Wireless and Lane County, in substantial conformity with the attached Exhibit "A".

Signed this day of , 2007

Chair, Lane County Board of Commissioners

APPROVED AS TO FORM
Date 2/12/07 lane county
J. Heidlaw
OFFICE OF LEGAL COUNSEL

SITE NAME: OR4 YACHATS

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made the _____ day of _____, 200____, between Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter called Licensor, and Lane County, with its principal office at 125 E. 8th Avenue, Eugene, Oregon 97401 hereinafter called Licensee.

WITNESSETH:

That in consideration of the terms, provisions, conditions, covenants and agreements herein set forth, Licensor does hereby grant unto Licensee a license to use a portion of that certain parcel of property (hereinafter called Property), Tower Identifier OR4 YACHATS, located at Cape Perpetua Lookout, and being described on Exhibit "A" attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, Road 5553, to the demised premises, said Property and right-of-way for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. Also, Licensor grants to Licensee a license to place one (1) Andrew DB623H120 panel antenna with small directional UHF control yagi antenna at a mount height of 80' on Licensor's communications facility and to place one (1) equipment cabinet(s) outside Licensor's building as shown on attached Exhibit "B" hereto and made a part hereof, hereinafter called the "Premises". This License Agreement shall be subject to the

following terms and conditions:

1. This License Agreement shall be for a term of five (5) years commencing on the first (1st) day of the month in which the Agreement is executed by both parties.

Licensee shall pay Licensor an annual fee of One Thousand Two Hundred and No/100 dollars (\$1,200.00) to be paid annually in advance to Verizon Wireless, P.O. Box 64498, Baltimore, MD 21264-4498, or to such person, firm or place as the Licensor may, from time to time, designate in writing at least thirty (30) days in advance of any payment date. Licensee must include with each payment the alpha numeric site designation as specified on Page 1 of the Agreement and the specific site location.

2. Licensee may have the option to extend this license for four (4) additional five (5) year terms by giving Licensor written notice of its intention to do so at least six (6) months prior to the end of the then current year.

3. The annual rental for the second (2nd) year of the initial term and for each year thereafter including any and all extension terms shall be equal to 105% of the annual rental payable with respect to the immediately preceding year.

4. Licensee's equipment shall be purchased, installed and maintained, at the expense of Licensee, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities and, to the extent permitted by Article XI of the Oregon Constitution and subject to the limits contained in the Oregon Tort Claims Act, Licensee shall defend, indemnify and save Licensor harmless from any claims or suits arising by reason of Licensee's failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. Licensor assumes no

responsibility for the licensing, operation or maintenance of the Licensee's equipment.

Licensee represents that it shall use its best efforts to obtain all certificates, permits or other governmental approvals required by any federal, state or local authorities in order to enable it to operate its equipment. Upon request from the Licensor, Licensee shall provide to Licensor reasonable information concerning the status of Licensee's efforts to obtain such certificates, permits or approvals. Further, in connection with obtaining of such certificates, permits or approvals, Licensee shall have no authority to make any representations on behalf of the Licensor or to indicate that the Licensee is acting on behalf of the Licensor, without the express written approval of the Licensor. To the extent permitted by Article XI of the Oregon Constitution and subject to the limits contained in the Oregon Tort Claims Act, Licensee shall defend, indemnify and hold harmless the Licensor from and against any and all claims, suits or damages arising out of any action taken by the Licensee in violation or contradiction of the preceding sentence.

5. To the extent permitted by Article XI of the Oregon Constitution and subject to the limits contained in the Oregon Tort Claims Act, Licensee shall defend, indemnify and save harmless Licensor from and against any and all claims and suits (and all costs and expenses incidental thereto, including attorney's fees) for damages arising by reason of any injury or death to any person or persons, or damage to property of Licensor or other person or persons, where such injuries, losses or damage have been caused by any act or omission of Licensee, its agents, or employees at or around the Premises or by virtue of the Licensee's occupancy of the Premises.

6. No indemnity of Licensor under this Agreement against liability for damages arising out of bodily injury to persons or damage to property shall apply to any such injury or

damage caused by or resulting from the sole negligence of Licensor, its agents or employees.

7. Licensee shall, at Licensee's sole cost and expense, comply with all of the requirements of the county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereinafter be in force and, to the extent permitted by Article XI of the Oregon Constitution and subject to the limits contained in the Oregon Tort Claims Act, shall defend, indemnify, and save harmless Licensor from any claims or suits arising by reason of Licensee's failure to comply with such requirements.

8. Licensee shall pay as an additional fee any increase in real estate taxes levied against the Licensor or its property which is directly attributable to the improvements constructed for or by Licensee. Any tax, assessment, levy, charge, fee or license imposed or required by reason of or in connection with property ownership or lease by Licensor, with regard to the premises, shall be paid in full by the Licensor. Any tax, assessment, levy, charge, fee, or license required by reason of the use of the premises by Licensee shall be paid in full by Licensee.

9. It is understood and agreed by and between the parties hereto that Licensee's equipment shall, unless otherwise agreed in writing, remain the personal property of Licensee and Licensee shall have the privilege and right to remove the same at any time during the term of this License Agreement provided that in the sole opinion of Licensor, the Premises and any personal property and fixtures thereon are returned to as good condition as they were prior to the installation of Licensee's equipment, reasonable wear and tear excepted.

10. Licensee agrees not to damage the Premises or any personal property or fixtures thereon in any way. To the extent permitted by Article XI of the Oregon Constitution and subject to the limits contained in the Oregon Tort Claims Act, Licensee shall be responsible and liable

for any such damages.

11. It is agreed that any fixtures, structures, signs, or other improvements placed upon the Premises by Licensee may only be so placed with the express written approval of Licensor.

12. Licensee agrees that its equipment shall not cause interference to the use or enjoyment of the property of Licensor and other licensees located at the Premises or neighboring landowners including, but not necessarily limited to interference with radio communication facilities. In the event that Licensee's equipment causes such interference to such use or enjoyment, Licensee agrees immediately to cease operations until such interference is removed by Licensee, at its sole expense.

13. Licensee agrees to relocate Licensee's equipment in the event that the Licensor deems it necessary to use the space for Licensor, subsidiary, partner or affiliated entity's own purpose. The site of such relocation shall be by mutual agreement in writing between the Licensor and Licensee. In the event the Licensor and Licensee cannot agree upon the site for the relocation, either party shall have the right to terminate this Agreement.

14. So long as Licensee is not in default, Licensee shall remove its equipment, as well as its fixtures, structures, signs or other improvements, if any, placed upon the Premises, upon the expiration of the term of this License Agreement or the termination hereof, whichever first occurs, unless the parties otherwise expressly agree in writing. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of such equipment, fixtures, signs or other improvements, reasonable wear and tear excepted, as determined in the sole opinion of Licensor. If Licensee fails to remove such equipment, fixtures, signs or other equipment within

thirty (30) days of the expiration of this License Agreement, Licensor may remove and dispose of such equipment, fixtures, signs or other improvements without any liability or responsibility to the Licensee and the Licensee shall be responsible to the Licensor for all costs and expenses, including reasonable attorneys fees incurred by the Licensee with respect to such disposition.

15. It is further understood and agreed the Licensor must approve of, in writing, all contractors and personnel chosen by Licensee to install, maintain and operate the equipment and that Licensee's maintenance and operation of its system will in no way damage or interfere with the Licensor's use of the tower, antennas and appurtenances.

16. All installations and operation in connection with this License by Licensee shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this License, the Licensor assumes no responsibility for the licensing, operation, and/or maintenance of Licensee's radio equipment.

17. The Licensor shall not be liable for injury or damage to any person or property occurring within or on the licensed property unless caused by or resulting from the sole negligence of the Licensor, its servants, agents or employees.

18. Installation and maintenance of the Licensee's equipment shall have the Licensor's prior written approval and shall be in accordance with the standards and requirements of the Licensor, and shall be done under the Licensor's supervision and shall be subject to Licensor's final written approval. The supervision, approval and other activities of Licensor under this Paragraph however, shall not constitute the waiver of any term or condition of this License Agreement. Scheduling of any and all work will be coordinated with the Licensor. Any future

maintenance involving antennas and transmissions must be coordinated with Licensor within a reasonable time not less than forty-eight (48) hours prior to work being done. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion. Any inspection or approval given or done by the Licensor pursuant to this Agreement is solely for its own benefit. The Licensor shall have no liability or responsibility to the Licensee or any third party as a result of any inspection or approval given by the Licensor and the Licensee should not rely upon the same other than for the specific purposes set forth herein.

Licensee shall comply with all specifications with regard to construction, radio frequency and installation on Licensor's tower as outlined in Exhibit "C" attached hereto and made a part hereof.

19. All of Licensee's equipment mounted on the tower must be attached securely to the tower with approved mounts, hangers, and clamps as directed by the Licensor. All cables and wires entering or exiting equipment buildings must do so in a manner approved by the Licensor. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion.

20. At the time of the execution of this License Agreement, Licensee will provide to Licensor a copy of the Federal Communications Commission (F.C.C.) license authorizing the operation of Licensee's equipment.

21. Licensee will provide to Licensor a statement setting forth the manufacturer and model of the equipment to be installed on the premises at the time of execution of this License Agreement.

22. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. Licensee shall, at Licensee's own expense, carry liability insurance which shall protect Licensor as an additional insured from any suit, claim, or action which may arise from accident or injury to any person (including death) or including any extension hereof. Such insurance shall also protect Licensor from any suit, claim or action which may arise from Licensee's liability for damages to Licensor. An approved certificate of such insurance shall be furnished to Licensor. Licensor may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy. Subject to the limitations and conditions of Article XI of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), Licensee shall be deemed to have complied with Licensor's requirement as to monetary limits if they carry insurance with limits not less than those contained in the Oregon Tort Claims Act.

23. Licensor may at its sole discretion, supply Licensee with keys or security devices or codes for accessing the Premises. If Licensor makes any such keys or security devices available to Licensee, Licensee shall not duplicate or disclose such keys or security devices or codes and shall prevent its employees, agents, or representative from duplicating any keys or security devices or codes. Failure to comply with the terms and conditions of this paragraph shall cause for immediate termination of this License Agreement by Licensor, at its sole discretion.

24. Licensee will provide to Licensor on or before the effective date of this License

Agreement, a list of all personnel authorized by Licensee to have access to its equipment, and will update such list as soon as reasonably practicable, upon a change in such personnel, provided, however, that any personnel not on such list may not enter upon the Premises.

25. If the Premises should be deserted or vacated by the Licensee or if proceedings are commenced against the Licensee in any court under a Bankruptcy Act or for the appointment of a Trustee or a Receiver of the Licensee's property, the Licensor may immediately terminate the Agreement. Further, Licensor may terminate this License Agreement upon written notice to Licensee of a breach or default and, except where immediate termination is provided for under this License Agreement, after affording Licensee a period of thirty (30) days in the event of non-monetary default and ten (10) days in the event of monetary default from the date of Licensee's receipt of such notice (unless expressly extended in writing by the Licensor) to correct the breach of default. Additionally, if this License Agreement is terminated, the Licensor shall have the right to reenter or repossess the Premises licensed to the Licensee, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove the Licensee from the Premises without being liable therefor. The Licensee waives service of notice of intention to re-enter or of instituting legal proceedings to that end.

26. Either party may terminate this License Agreement upon ninety (90) days written notice with or without cause to the other party.

27. The failure of either party to enforce any terms or conditions of this License Agreement shall not constitute a waiver of the same or other terms and condition or otherwise prevent or preclude such party from exercising the rights or remedies hereunder, at law or in equity.

28. This License Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this License Agreement.

29. Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.

30. This License Agreement grants a license only, revocable or terminable under the terms and conditions herein, and does not grant any lease, easement or other interest in real estate.

31. Licensor disclaims any warranty, expressed or implied, regarding Licensor's title or rights, if any, with regard to the Premises.

32. All rights and liabilities under this License Agreement shall extend to the successors and assigns of the parties hereto respectively provided, however, the right of the Licensee to assign or transfer this License Agreement is governed by the provisions of Paragraph 34 below.

33. The Licensor and Licensee acknowledge that the Licensor's rights in the property derive from a certain Communications Use Lease dated February 9, 2001, between the Licensor herein and the United State of America, acting through the Forest Service, Department of Agriculture, hereinafter referred to as the 'Prime Lease'. In the event the Prime Lease is terminated for any reason at any time during the term of this Agreement, this License Agreement shall also be terminated and the termination shall be effective on the date the Prime Lease is terminated. In such event, the Licensor, if able, will give the Licensee ninety (90) days prior notice.

34. This Agreement may not be sold, assigned or transferred by the Licensee without prior approval or consent of the Licensor. Additionally, the Licensee shall not mortgage, encumber or sublet the Premises or any part thereof without prior written consent of the Licensor.

35. Any and all notices or other written communications required or permitted hereunder shall be in writing and mailed postpaid via United States Registered Mail, fax transmission or overnight courier as follows:

- (a) If to Licensor,
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate Department

or to such other address as Licensor may furnish to Licensee in writing.

- (b) If to Licensee,

Lane County
125 E. 8th Avenue
Eugene, Oregon 97401

or to such other address as Licensee may to furnish to Licensor in writing. The receipt of the notice or other written communication shall be deemed to be the date of the postmark.

36. The parties hereto agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

37. This License Agreement is the entire agreement between the parties on the subject matter to which it applies.

LICENSOR: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: _____
Keith A. Surratt
West Area Vice President - Network
Date: _____

LICENSEE: Lane County

By: _____
Name: William A. Van Vactor
Title: County Administrator
Date: _____

By: _____
Name: Russel E. Burger
Title: Sheriff
Date: _____

LICENSOR ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt to me known to be an authorized representative of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Print or Type Name: _____
Notary Public in and for the State of AZ,
residing at _____
My appointment expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of _____, personally appeared William A. Van Vactor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He was authorized to execute the instrument, and acknowledged it as the County Administrator of Lane County, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of _____,
residing at _____
My appointment expires _____
Print Name _____

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of _____, personally appeared Russel E. Burger, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He was authorized to execute the instrument, and acknowledged it as the Sheriff of Lane County, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of _____,
residing at _____
My appointment expires _____
Print Name _____

EXHIBIT A
LEGAL DESCRIPTION
See Attached

EXHIBIT "B"

Licensee is authorized to install and maintain the following equipment:

ANTENNA TO BE INSTALLED ON TOWER:

Manufacturer and Type:

Number of Antennas:

Weight and Height of Antenna(s):

Transmission Line Mfr. and Type No. :

Diameter and Length of Transmission Line:

Height of Antenna on Tower:

Tower leg :

Direction of Radiation :

Rated Power:

Transmit Frequency:

Receive Frequency:

TRANSMITTER EQUIPMENT IN BUILDING:

Manufacturer :

Model Number:

Power Output (WATTS) :

EXHIBIT "C"

Revision : 4/6/95

SITE STANDARDS

I. GENERAL

A. PURPOSE

The purpose of these Site Standards is to create a quality site installation. These standards are to be in effect for each Licensee having equipment in, on, or at the site where the right to occupy is granted by the License to which this document is an Attachment.

B. STATE AND NATIONAL STANDARDS

1. All installations must conform with all state and national regulations and the following state and national codes or any supplements, amendments or provisions which supersede them:

a. American National Standards Institute:

ANSI/EAI-222E	Structural Standards for Steel Antenna Towers and Antenna Supporting Structures
---------------	---

b. Federal Aviation Administration Regulations:

Vol. XI, Part 77	Objects Affecting Navigable Airspace
------------------	--------------------------------------

Advisory Circular AC 70/7460	Obstruction Marking and Lighting
---------------------------------	----------------------------------

Advisory Circular AC 150/5345-43,	High Intensity Obstruction Lighting Systems
--------------------------------------	---

FAA/DOD Specifications L-856

c. Federal Communications Commission Rules and Regulations:

Code of Federal Regulations Title 47	Construction, Marking and Lighting of Antenna Structures
---	--

Chapter I, Part 17

d. National Electrical Code

e. Building Officials and Code Administrators International, Inc.

Basic National Building Code
Basic National Mechanical Code
State Building Code

- f. National Fire Protection Association
 - Code 101 - Life Safety
 - Code 90A - Air Conditioning and Ventilating Systems
 - Code 110 - Emergency and Standby Power Systems
- g. State Fire Safety Code
- h. Occupational Safety and Health Administration
 - Safety and Health Standards (29 CFR 1910) General Industry
 - Subpart R Special Industries
 - 1910.268 Telecommunications
 - 1926.5 10 Subpart M Fall Prevention
- i. Motorola Grounding Guideline for Cellular Radio Installations, Document No. 68P81150E62, 7/23/92 OR AT&T AUTOPLEX Cellular Telecommunications Systems, Lightning Protection and Grounding, Customer Information Bulletin 148B, August 1990, or latest revision.

C. GENERAL/APPROVAL

- 1. All users shall furnish the following to Licensor prior to installation of any equipment:
 - a. Completed Application. (licensee must make new Application to Licensor for change in Antenna position or type.)
 - b. Fully executed license Agreement.
 - c. Copies of FCC licenses and construction/building permits.
 - d. Final site plan outlining property boundaries, improvements, easements and access.
 - e. Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.
- 2. The following will not be permitted at the facility without the prior written consent of Licensor.
 - a. Any equipment without FCC type acceptance or equipment which does not conform to FCC rules and regulations.
 - b. Add-on power amplifiers.
 - c. "Hybrid" equipment with different manufacturers' RF strips.
 - d. Open rack mounted receivers and transmitters.
 - e. Equipment with crystal oscillator modules which have not been temperature

- compensated.
- f. Digital/analog hybriding in exciters, unless type-accepted.
- g. Non-continuous duty rated transmitters used in continuous duty applications.
- h. Transmitter outputs without a harmonic filter and antenna matching circuitry.
- i. Change in operating frequency(ies).
- j. Ferrite devices looking directly at an antenna.
- k. Nickel plated connectors.
- l. Cascaded receiver multicouplers/preamps.

3. All emergencies are to be reported immediately to **1-800-852-2671**.

D. LIABILITY

It shall be the responsibility of the licensee to comply with all of the site standards set forth herein. To the extent permitted by Article XI of the Oregon Constitution and subject to the limits contained in the Oregon Tort Claims Act, the licensee specifically agrees to indemnify and hold harmless the Licensor against any claim of liability, loss, damage or costs including reasonable attorney's fees, arising out of or resulting from the licensee's non-compliance with the standards set forth herein.

E. INSPECTION

Licensor reserves the right to inspect licensee's area without prior notice at any time during the term of the license Agreement in order to ensure compliance with the standards set forth herein. Any such inspection shall be solely for the benefit and use of the Licensor and does not constitute any approval of or acquiescence to the conditions that might be revealed during the course of the inspection.

- 1. Licensor reserves the right to inspect Licensor's area without prior notice.

F. DISCLAIMER OF RESPONSIBILITY

It is the intention of the Licensor and licensee that the standards set forth herein are part of the Agreement between them. It is specifically agreed that they are not intended to be relied upon or to benefit any third party. Further, the Licensor shall have no liability or responsibility to any third party as a result of the establishment of the standards set forth herein, any inspection by the Licensor of the Licensee's area in order to determine compliance with the standards, the sufficiency or lack of sufficiency of the standards, or the licensee's compliance or non-compliance with the standards and to the extent permitted by Article XI of the Oregon Constitution and subject to the limits contained in the Oregon Tort Claims Act, the licensee agrees to indemnify and hold harmless the Licensor against any claim by a third party resulting from such theories.

G. NOTICES

- 1. All contacts or notices required or permitted by the Licensee pursuant to these Site Standards shall be provided in writing to Licensor's General Manager - Operations or his or her designee and any approval or consent by the Licensor shall only be effective if executed in writing by the Licensor's General Manager - Operations or his or her designee.

II. RADIO FREQUENCY INTERFERENCE PROTECTIVE DEVICES

A. If due to Licensee's use or proposed use, there exists any change to the RF environment it will be at Licensor's sole discretion to require any or all of the following:

1. IM protection panels can be installed in lieu of separate cavity and isolator configurations. Licensor approval required.
2. 30-76 MHz
 - Isolators required
 - TX output cavity - minimum of 20 dB rejection @ plus or minus 5 MHz
3. 130-174 MHz
 - Isolators - minimum of 30 dB with bandpass cavity
4. 406-512 MHz
 - Isolators - minimum of 60 dB with bandpass cavity
5. 806-866 MHz
 - Isolators - minimum of 60 dB with bandpass cavity
6. 866 MHz and above - as determined by Licensor.

B. Additional protective devices maybe required based upon Licensor's evaluation of the following information:

1. Theoretical Transmitter (TX) mixes.
2. Antenna location and type
3. Combiner/multicoupler configurations
4. Transmitter specifications
5. Receiver specifications
6. Historical problems
7. Transmitter to transmitter isolation
8. Transmitter to antenna isolation
9. Transmitter to receiver isolation
10. Calculated and measured level of Intermodulative (IM) products
11. Transmitter output power
12. Transmitter Effective Radiated Power (ERP)
13. Spectrum analyzer measurements
14. Voltage Standing Wave Ratio (VSWR) measurements
15. Existing cavity selectivity

C. Licensee will be required to immediately correct excessive cabinet leakage which causes interference to other tenants.

III. ANTENNAS AND ANTENNA MOUNTS

- A. All mounting hardware to be utilized by Licensee to be as specified by tower manufacturer and approved by Licensor.
- B. Connections to be taped with stretch vinyl tape (Scotch #33-T or equivalent) and Scotchkoted or equivalent (including booted pigtails).
- C. Must meet manufacturer's VSWR specifications.

- D. Any corroded elements must be repaired or replaced.
- E. Must be DC grounded type, or have the appropriate lightning protection as determined by Licensor.
- F. No welding or drilling on mounts will be permitted.
- G. All antennas must be encased in fiberglass radomes and be painted or impregnated with a color designated by Licensor as the standard antenna color for aesthetic uniformity.

IV. CABLE

- A. All antenna lines to be approved by Licensor.
- B. All transmission line(s) will be installed and maintained to avoid kinking and/or cracking.
- C. Tagged with weatherproof labels showing manufacturer, model, and owner's name at both ends of cable run.
- D. Any cable fasteners exposed to weather must be stainless steel.
- E. All interconnecting cables/jumpers must have shielded outer conductor and approved by Licensor.
- F. Internally, all cable must be run in troughs or on cable trays and on cable or waveguide bridges at intervals of no less than 3'. Externally, all cable must be attached with stainless steel hangers and non-corrosive hardware.
- G. All unused lines must be tagged at both ends showing termination points with the appropriate impedance termination at each end.
- H. All AC line cords must be 3 conductor with grounding plugs.
- I. All antenna transmission lines shall be grounded at both the antenna and equipment ends at the equipment ends and at building entry point, with the appropriate grounding kits.
- J. All cables running to and from the exterior of the cabinet must be 100% ground shielded . Preferred cables are: Heliax, Superflex or braided grounds with foil wrap.

V. CONNECTORS

- A. Must be Teflon filled, UHF or N type, including chassis/bulkhead connectors.
- B. Must be properly fabricated (soldered if applicable) if field installed.
- C. Must be taped and Scotchkoted or equivalent at least 4" onto jacket if exposed to weather.
- D. Male pins must be of proper length according to manufacturer's specifications.
- E. Female contacts may not be spread.
- F. Connectors must be pliers tight as opposed to hand tight.
- G. Must be silver plated or brass.
- H. Must be electrically and mechanically equivalent to Original Equipment Manufacturers (OEM) connectors.

VI. RECEIVERS

- A. No RF preamps permitted in front end unless authorized by Licensor.
- B. All RF shielding must be in place.
- C. VHF frequencies and higher must use helical resonator front ends.
- D. Must meet manufacturer's specifications, particularly with regard to bandwidth, discriminator, swing and symmetry, and spurious responses.
- E. Crystal filters/pre-selectors/cavities must be installed in RX legs where appropriate.
- F. All repeater tone squelch circuitry must use "AND" logic.

VII. TRANSMITTERS

- A. Must meet original manufacturer's specifications.
- B. All RF shielding must be in place.
- C. Must have a visual indicator of transmitter operation.
- D. Must be tagged with Licensee's name, equipment model number, serial number, and operating frequency(ies).
- E. All low-level, pre-driver and driver stages in exciter must be shielded.
- F. All power amplifiers must be shielded.
- G. Output power may not exceed that specified on Licensee's FCC License.

VIII. COMBINERS/MULTICOUPLERS

- A. Shall at all times meet manufacturer's specifications.
- B. Must be tuned using manufacturer approval procedures.
- C. Must provide a minimum of 60 dB transmitter to transmitter isolation.

IX. CABINETS

- A. All cabinets must be bonded together and to the equipment building ground system.
- B. All doors must be secured.
- C. All non-original holes larger than 1" must be covered with copper screen or solid metal plates.
- D. Current license for all operating frequencies should be mounted on the cabinet exterior for display at all times.

X. INSTALLATION PROCEDURES

- A. Any tower work must be scheduled with Licensor using only Licensor approved contractors at least 48 hours in advance of site work. Licensee will be responsible for any and all fees associated with said work.
- B. Installation may take place only after Licensor has been notified of the date and time in writing, and only during normal working hours unless otherwise authorized beforehand.
- C. Equipment may not be operated until final inspection of installation by Licensor, which shall not be unreasonably withheld.
- D. Any testing periods are to be approved in advance by Licensor and within the parameters as defined by Licensor.

XI. MAINTENANCE/TUNING PROCEDURES

- A. All external indicator lamps/LED=s must be working.
- B. Equipment parameters must meet manufacturer's specifications.
- C. All cover, shield, and rack fasteners must be in place and securely tightened.
- D. Local speakers and/or orderwire systems must be turned off except during service, testing or other maintenance operations.

XII. INTERFERENCE DIAGNOSTIC PROCEDURES

The Licensee must cooperate immediately with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that licensee's equipment is involved.

XIII. TOWER

This section deals with items which are to be mounted on, attached to or affixed to the Tower.

A. ICE SHIELDS

1. At Licensor's sole discretion, protective ice shields may be required and manufacturer of ice shield will be determined by Licensor.

B. CLIMBING BOLTS AND LADDERS

1. All attachments made to the Tower shall be made in such a manner as not to cause any safety hazard to other Licensees or cause any restriction of movement on, or to any climbing ladders, leg step bolts or safety cables provided.

C. BRIDGE

1. Installation of a cable bridge shall be at Licensor's sole discretion and with Licensor's approval.
2. If required, and in accordance with the manufacturers recommendations for the spacing of supports on horizontal runs for the particular type of cable or waveguide, the cable or waveguide shall be secured to the brackets on the bridge using clamps and hardware specifically manufactured for that purpose.
3. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

D. CABLE LADDER AND WAVEGUIDE

1. Licensee shall install a ladder for the vertical routing of cable and waveguide. From the horizontal to vertical transition at the point where the bridge meets the tower to the point at which the cable or waveguide must leave the bridge to route to the antenna, all cable and waveguide is to be attached to the ladder in accordance with the recommendations of the manufacturer of the cable or waveguide.
2. No cable or waveguide run shall be clamped, tied or any way affixed to a run belonging to Licensor or any another licensee.

E. DISTRIBUTION RUNS

1. Cable or waveguide runs from the cable ladder to the point at which they connect to the antenna shall be routed along tower members in a manner producing a neat and professional site appearance.
2. Cable and/or waveguide runs shall be specifically routed so as not to impede the safe use of the tower leg or climbing bolts, or to restrict the access of Licensor or any another licensee.

3. Distribution runs shall be clamped to the tower in accordance with the recommendations of the manufacturer of the cable or waveguide.
4. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

F. LENGTHS

1. Cable and/or waveguide runs shall not be longer than necessary to provide a proper connection and normal maintenance and operation.
2. No coiled lengths shall be permitted on the tower, bridge or on the ground.

G. ENTRY

1. Entry of the cable or waveguide to the interior of the shelter shall be via ports provided in the shelter wall.
2. Cable and/or waveguide entering a port shall be provided with a boot to seal the port; the boot shall be a Microflex or equivalent commercial product made specifically for the type of cable or waveguide and for diameter of the entry port, and approved by Licensor before installation. It shall be installed in accordance with the instructions of the manufacturer and the port shall be sealed against the intrusion of moisture.

XIV. EQUIPMENT LOCATED WITHIN LICENSOR'S EQUIPMENT BUILDING

A. EQUIPMENT INSTALLATION REQUIREMENTS

1. Any mounting to walls either outside or inside Licensor's building must be pre-approved by Licensor.
2. All racks and equipment are to be plumb and true with the walls and floor of the shelter and reflect an installation consistent with the electrical and operational requirements of the equipment and appearance standards of a professional installation.
3. Racks are to be bolted to the floor and aligned on the center line as in the site drawing provided to the Licensor.
4. Racks are not to be attached to the cable trays.

B. TRANSMISSION LINES AND/OR WAVEGUIDE ROUTING

1. Cable trays and/or troughs are required within the shelter for the routing of cable and waveguide to the equipment racks and termination points.
2. All cable and waveguide shall be placed and secured to the cable tray.

C. LENGTHS

1. Cable and/or waveguide runs in the equipment shelter shall not be longer than necessary in order to provide a proper connection.
2. While adequate slack for purposes of maintenance and operation is permitted, no coiled lengths on the tray or elsewhere in the shelter are permitted for normal maintenance and operation.

XV. GROUNDING

1. The Licensee must adhere to either the Motorola or AT&T grounding specification outlined above based on Licensor's equipment at facility.
2. All exterior grounding shall be C.A.D. welding.
3. All antennas shall be bonded to the tower.
4. Cable and waveguide shall be grounded as a minimum at three specific points, and for vertical runs in excess of 200 feet at intermediate points.
5. All cable and waveguide shall be grounded to the tower at the point where the run effectively breaks from the tower for its connection to the antenna, using clamps and hardware specifically manufactured for that purpose.
6. On the vertical portion of the cable or waveguide run, just above where it starts to make its transition from a vertical tower to a horizontal bridge run, all cable and waveguide shall be grounded to the tower using clamps and hardware specifically manufactured for that purpose.
7. On the exterior of each shelter, at a point near the entry ports, a grounding plate must be provided for terminating ground leads brought from the cable and waveguide. Each cable and waveguide run shall be grounded at this point using clamps and hardware specifically manufactured for that purpose.
8. On cable and waveguide installations where the vertical tower length exceeds 200 feet, the run shall be grounded at equally spaced intermediate points along the length of the run so as not to have a distance between grounding points longer than 100 feet.
9. Cable and waveguide grounding leads shall connect to a separate point for each run to the common ground point.
10. Grounding straps shall be kept to a minimum length and as near as possible to vertical down lead and shall be consistent with the restraints of protective dress and access.
11. Grounding plates must be provided for single point access to the site grounding system. Each rack shall have a properly sized, insulated ground lead from the rack safety and signal grounds to one of the grounding points on the ground plate.
12. The insulated ground lead shall follow the route of and be placed in the cable tray.
13. Each rack shall be separately grounded.
14. All modifications to grounding system must meet Licensor's impedance specification.

XVI. ELECTRICAL

1. Power requirements must be approved, in advance by Licensor.
2. Polarized electrical outlets should be installed for all transmitters when possible.
3. Surge protection is required for all base stations.

XVII. ELECTRICAL DISTRIBUTION

1. All electrical wiring from the distribution breaker panel shall be via rigid metal conduit, thin wall, routed along the under side of the cable tray to a point directly above the equipment rack. From this point, Licensee may select how to distribute to its equipment or rack.

XVIII. TEMPORARY LOADS

1. Test equipment, soldering irons or other equipment serving a test or repair function may be used only if the total load connected to any single dual receptacle does not exceed 15 amps.
2. Test equipment to be in place for more than seven (7) days will require prior approval of the Licensor.

XIX. HEATING, VENTILATING, AND AIR CONDITIONING

1. Any additional equipment or equipment upgrade having a greater heat dissipation requirement than the existing system will be the responsibility of the Licensee and if different than specified in the Application can not be installed without the prior approval of the Licensor.

XX. DOORS

1. Equipment building doors shall be kept closed at all times unless when actually moving equipment in or out.

XXI. SITE APPEARANCE

1. Services to maintain the appearance and integrity of the site will be provided by the Licensor and will include scheduled cleaning of the shelter interiors.
2. Each licensee is expected and required to remove from the site all trash, dirt and other materials brought into the shelter, or onto the site during their installation and maintenance efforts.
3. No food or drink is allowed within the equipment shelter.
4. No smoking is allowed on the Tower site.

XXII. STORAGE

No parts or material may be stored on site by Licensee.

XXIII. DAMAGE

1. Licensee shall report to Licensor any damage to any item of the facility, structure, component or equipment, whether or not caused by Licensee.

XXIV. REPORTING ON SITE

1. Personnel on site shall be required to communicate with the Network Operating Center by calling **1-800-852-2671** and report their arrival on site, identity, purpose, expected and actual departure times.
2. Emergency 24 hour contact number(s) must be displayed on outside of equipment cabinet/building.