

W801

## ABREVIATED CONSENT CALENDAR MEMO

Memorandum Date: 15 December 2006

Order Date: 3 January 2007

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TO: Board of County Commissioners

DEPARTMENT: Lane County Sheriff's Office

PRESENTED BY: Judy Simpson

**AGENDA ITEM TITLE: IN THE MATTER OF APPROVING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BETWEEN EUGENE WATER & ELECTRIC BOARD, MCKENZIE FIRE DEPARTMENT AND LANE COUNTY FOR JOINT USE OF MT. HAGAN COMMUNICATION SITE TO GENERATE REVENUE IN THE AMOUNT OF \$7,500**

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### I. MOTION

MOVE TO APPROVE THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT FOR JOINT USE OF MT HAGAN COMMUNICATION SITE

### II. DISCUSSION

#### A. Background/Analysis

Board Order 05-3-9-9 approved execution of an Intergovernmental Agreement between Eugene Water & Electric Board (EWEB) and Lane County to establish a partnership for the building and operation of a public microwave radio network between the Lane County Sheriff's Office (LCSO), Bear Mountain, Mount Hagan and Blanton.

EWEB entered into an agreement with Silke Communications to lease tower and building space at Mt. Hagan. As partners, EWEB and LCSO share the monthly rent of \$2200.

McKenzie Fire Department (MFD) desires to co-locate its radio equipment at the Mt. Hagan site and connect to the network equipment.

MFD will purchase equipment required to provide joint use of site mounted hardware, antennas and infrastructure.

MFD will pay to the EWEB/LCSO partnership a monthly lease fee (annual total of \$1,752 increased 2% every year), and shall share the maintenance and repair costs of common equipment used.

The agreement will be in effect upon execution through 2 February 2011 with the option to renew for an additional term.

B. RECOMMENDATION

Staff recommends approving execution of the Intergovernmental Agreement between EWEB, MFD and Lane County for Joint Use of the Mt. Hagan Communication Site.

Lane County and EWEB will benefit from other governmental agencies connecting to the microwave radio network and contributing funds for upgrades and helping defray operating costs.

III. ATTACHMENTS

1. Proposed Board Order No. \_\_\_\_\_.
2. Intergovernmental Agreement between EWEB, MFD and Lane County.

**IN THE BOARD OF COUNTY COMMISSIONERS OF Lane County, OREGON**

**ORDER NO.**

**)IN THE MATTER OF APPROVING EXECUTION OF  
)INTERGOVERNMENTAL AGREEMENT BETWEEN  
)EUGENE WATER & ELECTRIC BOARD,  
)MCKENZIE FIRE DEPARTMENT AND LANE  
)COUNTY FOR JOINT USE OF MT. HAGAN  
)COMMUNICATION SITE TO GENERATE  
)REVENUE IN THE AMOUNT OF \$7,500**

**WHEREAS**, the Intergovernmental Agreement will generate revenue from McKenzie Fire Department for connecting to the network equipment at the Mt. Hagan Communication Site.

**WHEREAS**, the Intergovernmental Agreement is effective upon execution and will remain in effect until 2 February 2011 with the option to renew for an additional term.

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

**IT IS HEREBY ORDERED** that the Board of County Commissioners delegate authority to the County Administrator to execute Intergovernmental Agreement between the Eugene Water & Electric Board, McKenzie Fire Department and Lane County for Joint Use at Mt. Hagan Communication Site, in substantial conformity with the attached Exhibit "A".

Signed this                      day of                      , 2007

\_\_\_\_\_  
Chair, Lane County Board of Commissioners

APPROVED AS TO FORM  
Date 12/18/06 lane county  
J. Heidlaw  
OFFICE OF LEGAL COUNSEL

**MOUNT HAGAN RADIO SITE JOINT USE AGREEMENT**  
**Intergovernmental Agreement #11586**

THIS AGREEMENT is entered into by and between **EUGENE WATER & ELECTRIC BOARD** ("EWEB"), **LANE COUNTY** acting on behalf of the **LANE COUNTY SHERIFF'S OFFICE** ("LCSO"), and **McKENZIE FIRE DEPARTMENT** ("MFD" or "JOINT USER"), (together, the "Parties"). EWEB and LCSO are collectively referred to as the "SYSTEM OPERATORS."

**Background**

SYSTEM OPERATORS have entered into an intergovernmental agreement ("IGA") for the joint ownership and operation of a microwave radio network ("the Network"). The Network includes joint and independently owned radio equipment, equipment racks, back-up power supplies and other equipment required to support the operation and reliability of the equipment located in Lane County, known specifically as the Mt. Hagen Radio Site (the "Site").

SYSTEM OPERATORS have leased space at this facility from Silke Communications, and a copy of the lease is attached as Exhibit B (the "Lease").

MFD wishes to co-locate its radio equipment at the Site, and is willing to contribute funds to SYSTEM OPERATORS to allow upgrades to the Network equipment and to defray continuing costs of operations of the Network.

SYSTEM OPERATORS are willing to allow MFD to co-locate at the Site on the terms and conditions stated in this Agreement and the Standard Joint User Agreement attached to this Agreement as Exhibit A.

The parties agree as follows:

1. Term. This agreement shall be effective upon the date executed by the Parties and, unless terminated by agreement of the parties, shall continue in force until February 2, 2011. If the Agreement has not been in default, and if the owner of the Site (Silke Communications) renews its lease with SYSTEM OPERATORS, the parties shall have the option to renew this Agreement for an additional term, the length of which will be subject to negotiation between the parties. The renewal option must be exercised in writing by the parties within the 90-day period prior to the end of the expiring term. Any Party to this agreement may terminate their participation in the agreement for any reason by giving the other parties 190 days written notice. Upon the receipt of notice of termination, the parties shall commence negotiations as to the equitable disposition of the improvements made and any outstanding fees and revenues.

2. MFD Obligations.

2.1 MFD shall purchase combining equipment, multi-couplers and other hardware required to provide joint use of site mounted hardware, antennas and infrastructure.

2.2 MFD shall pay for all installation costs to install equipment, hardware and devices to allow joint use of site mounted hardware, antennas and infrastructure.

2.3 Purchase of combining equipment, multi-couplers and other hardware required to provide joint use of site assets does not confer ownership of any NETWORK equipment to MFD, but is only a license to co-locate MFD's equipment at the site and to connect to the NETWORK equipment during the term of this Agreement.

2.4 MFD shall pay to EWEB and LCSO monthly lease fees as specified in the rate schedule in Attachment B. Power costs were approximated based on typical power usage of radio repeaters. Recurring lease fees for two (2) VHF radio repeaters shall be the sum of \$146/month. MFD shall share the maintenance and repair costs of common equipment used.

2.5 MFD shall provide rack layout and electrical detail drawings for proposed equipment installation to the SYSTEM OPERATORS before installation of equipment. Load analysis shall be provided for loads to be connected to the UPS or 48V DC power systems (DC power reserved for microwave and microwave interface equipment only).

2.6 MFD shall permit only qualified, licensed contractors to climb and service equipment placed on the transmission towers. MFD shall provide notification in writing to the SYSTEM OPERATORS of pending work to be performed on towers and the name of the contractor who will perform the work. The insurance carried by the contractor (see Section 8 below) must protect the SYSTEM OPERATORS and other tenants and their equipment and shall be of an adequate level as designated by the SYSTEM OPERATORS. The insurance policy must describe the limits that are in force at the time, the work that will be performed and must be provided to the SYSTEM OPERATORS before the work may be commenced.

3. MFD's Rights. Upon payment of the fees and other charges specified in this Agreement, MFD may install two VHF repeaters and other equipment required to share use of two VHF antennas on the radio tower, and utilize 120VAC power at the Site as defined below:

3.1 MFD shall be allowed space as specified in the Site Allocation Plan in Attachment A, racks for mounting of JOINT USER equipment in existing racks, and access to the existing antenna infrastructure, as well as existing emergency power. MFD shall have the ongoing right to upgrade its equipment from time to time at MFD's sole expense. The installation of the equipment shall be at MFD's expense.

3.2 MFD shall be provided additional equipment rack space to mount necessary combining, multi-couplers and other hardware required to connect and operate MFD owned radio repeaters as specified in Attachment A. MFD shall be allowed to jointly use two VHF antennas on the Site radio tower. MFD must obtain written permission from SYSTEM OPERATORS before installation of MFD equipment may occur. The SYSTEM OPERATORS will not unreasonably withhold their permission. MFD shall be liable for any damage that it may cause in the installation process and shall remedy same, at its own expense.

3.3 MFD shall have the right to use the 120VAC TVS outlets mounted in each equipment rack for powering loads.

3.4 MFD shall have the right to use the 120 VAC UPS power when installed for LMR and support equipment and shall not exceed 240W continuous (negotiable based on capacity and use, and calculated per rate schedule).

3.5 MFD shall have the right to request further use of equipment and facilities at the Site from the SYSTEM OPERATORS. Upon review of a detailed written request, and evaluation of planned use and availability of assets, the SYSTEM OPERATORS will make every effort to accommodate further requirements of MFD with rates calculated according to the rate schedule in Attachment B.

3.6 MFD shall have the right to request all drawings and documentation that are available from the SYSTEM OPERATORS that are necessary for MFD installations, operations, and maintenance.

3.7 During the term of this Agreement, MFD shall have the right at its discretion to install other communications equipment on a temporary, emergency or permanent basis at the Site in the space provided to MFD. This right shall extend for a period of 90 days from the install date, at which time MFD must either remove the new equipment entirely or start paying the additional monthly fees listed in Attachment B if the SYSTEM OPERATORS agree to lease the additional space. During this 90-day period, MFD shall operate its equipment utilizing MFD's antenna duplexer, antenna cable and antenna. If MFD requires the use of SYSTEM OPERATORS' antenna combining system, then MFD shall enter into a separate, short-term cost/rate agreement for the use of same, depending on availability of the system. MFD shall adhere to industry standard engineering practices for proper installation and if any harmful interference occurs to existing users, MFD shall mitigate that interference, or cease and desist all operations at the site until interference is corrected.

4. Representations and Warranties:

4.1 SYSTEM OPERATORS warrant that they have the right to permit MFD to co-locate its radio equipment at the Site and that co-location will not violate any lease or any license granted to EWEB or LCSO, or both, from the Federal Communications Commission or other regulatory body.

4.2 MFD warrants that it will cooperate with and abide by the requirements of the Silke Communications Mt. Hagen Site Lease hereby included in this agreement as Attachment C and, to the extent permitted by Article XI, Section 7 of the Oregon Constitution, and subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, will severally indemnify EWEB and LCSO against any claims arising from MFD's failure to comply with the Lease or to operate its radio equipment in conformance to federal, state and local laws and regulations.

4.3 MFD warrants that it shall abide by the Terms & Conditions of the Guistina Easement Agreement as specified in EXHIBIT C.

4.4 MFD warrants that it shall abide by the Minimum Standards For Radio Communications in Attachment C, and shall provide Contact Information as required in Attachment D and provide Joint Use Data Sheet information as provided in Attachment E.

4.5 The Parties warrant that they will cooperate with one another, to the best of their ability, to protect the interests of the Parties, to abide by the Lease requirements, and to operate their respective equipment in conformance to federal, state and local laws and regulations.

5. Amendment. This Agreement may be amended in writing, when signed by all parties. The Parties agree to allow reasonable amendments in support of the public services to be facilitated by this Agreement.

6. No Partnership. EWEB, LCSO and MFD are public entities each entrusted with the care and stewardship of the public interest and resources under their respective public service. The Parties agree to work to the mutual benefit of the Parties and with recognition of each Party's public charter responsibility. However, this Agreement is not intended, and may not be construed, to create a partnership or joint venture between or among EWEB, LCSO or MFD. Nothing in this Agreement may be construed to make EWEB, LCSO or MFD partners or joint venture participants.

7. Notice. Any notice required or permitted to be sent hereunder shall be deemed sent when it is deposited in the United States Mail, postage prepaid, addressed to the other Party or Parties at the following address, or at a new address, if such new address has been given to the other Parties:

Eugene Water & Electric Board  
Engineering Department  
500 East 4<sup>th</sup> Avenue  
Eugene, OR 97401

Lane County Sheriff's Office  
Communications Department  
125 E. 8th Avenue  
Eugene, Oregon 97401

McKenzie Fire & Rescue  
PO Box 369  
Walterville OR 97489  
Main Office Phone: 541-746-6312

8. Entire Agreement. This Agreement consists of this document, the Standard Joint User Agreement attached to it as Exhibit A, the Lease attached as Exhibit B, the Easement Agreement attached as Exhibit C, and Attachments A, B, C, D & E all of which together constitute the entire agreement of the parties with respect to the subject matter described in it. There are no understandings, agreements or representations, oral or written, not specified in the Agreement regarding the agreement of the Parties. In the event of a conflict between or among any of the parts of this Agreement, first priority is to be given to the Lease (Exhibit B), followed by this document, followed by the Standard Joint Use Agreement (Exhibit A), Easement Agreement (Exhibit C) followed by Attachments A, B, C, D & E.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE, FUNCTIONALITY, OR PURPOSE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. JOINT USER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY ABOVE USE.

**EUGENE WATER & ELECTRIC BOARD**

\_\_\_\_\_  
James Wiley  
Manager - Electric Operations Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael McElroy, Project Manager

\_\_\_\_\_  
Date

**LANE COUNTY**

\_\_\_\_\_  
William A. Van Vactor  
County Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Russel E. Burger  
Sheriff

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
Date \_\_\_\_\_ Lane County

\_\_\_\_\_  
**OFFICE OF LEGAL COUNSEL**

**McKENZIE FIRE DEPARTMENT**

\_\_\_\_\_  
Chief Dale Ledyard

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
Date \_\_\_\_\_

\_\_\_\_\_  
**OFFICE OF LEGAL COUNSEL**



EXHIBIT A  
STANDARD JOINT USER AGREEMENT

1. Joint User. The following provisions apply to all Joint Users of the Site. MFD is referred to herein as "JOINT USER."
2. Installation of Joint User's Equipment: JOINT USER will install its own antenna equipment. JOINT USER must obtain written permission from SYSTEM OPERATORS before installation of JOINT USER antenna infrastructure may occur. The SYSTEM OPERATORS will not unreasonably withhold their permission. JOINT USER shall be liable for any damage which it may cause in the installation process and shall remedy same, at its own expense.
3. Adjustments to Rate. The annual JOINT USER rate shall be adjusted at the completion of every year by increasing the previous year's rate by 2%.
4. Access to Site and Equipment. JOINT USER agrees to maintain reasonable security, allowing only responsible persons access to the Site. Such persons shall be instructed not to interfere with the existing equipment and to in no way cause damage to the property of any Party. Joint User shall notify the SYSTEM OPERATORS of any interference or changes to any equipment to which the Joint User becomes aware. Neither the SYSTEM OPERATORS nor any JOINT USER shall interfere with another party's installed equipment, including intentional disconnection of the power or antenna system without a minimum of one-hour prior notification to and authorization from JOINT USER Radio Network Department or Radio Dispatch Center Supervisor. At the time of notification, radio channel(s) and location affected must be provided. Neither SYSTEM OPERATORS nor any JOINT USER may move another party's equipment from its original installation location without written notification to and written approval from JOINT USER Radio Network Department. SYSTEM OPERATORS agree, to the best of their ability, to maintain locked steel entry doors and to secure all other building entry and exit points for security purposes. If the building security or steel doors become damaged, the SYSTEM OPERATORS shall make repairs or affix alternate security locking devices within 12 hours of discovery or notification, except during inclement weather such as snow, preventing safe travel to the facility. The Parties shall hold each other harmless in the event the site is vandalized or broken into and equipment is lost, stolen or damaged. Each Party shall be responsible to replace or make repairs to its own equipment.
5. Liability. Except for their own acts, no Party shall be held liable to any other Party for any loss or damage, regardless of cause. Specifically, but without limiting the generality of the foregoing, the Parties shall have no liability to each other for any loss or damage due to personal injury, property damage, libel, slander, or imperfect or unsatisfactory communications experienced for any reason whatsoever. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, each Party will indemnify and hold harmless all other Parties from any loss, damage or liability occasioned by, growing out of or arising or resulting from acts of negligence by such Party, its agents or employees.
6. Insurance Obligations of JOINT USER. JOINT USER states it is insured or is self-insured under provisions of ORS 30.260 through 30.300 for all liabilities, including personal injury and property damage, in the amount of \$200,000 for bodily injury, \$50,000 for property damage, and \$500,000 combined total for a single occurrence. No Party shall be liable to any other Party for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if such insurance was obtainable at the time of such loss or damage. Any contractor(s) performing work for

any JOINT USER at the Site must carry insurance coverage with a minimum of \$1,000,000 for each coverage required.

7. Hold Harmless Clause. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, each Party shall hold all other Parties harmless from any and all claims or demands of any sort and description which may arise from its occupancy of the property and the conduct of its business thereon, including any possible claims resulting from failure to comply with any laws, ordinances or regulations respecting the conditions, use, occupancy, sanitation or safety of the subject premises or any part thereof.
8. Time of the Essence. The Parties mutually agree that time is of the essence and that JOINT USER must execute and submit in a timely manner completed applications to the Federal Communications Commission and all other governing bodies as needed to locate its facilities on the site. The SYSTEM OPERATORS shall have the right to immediately terminate this agreement without penalty to any Party if JOINT USER fails to execute the required applications in a timely manner.
9. Posting. JOINT USER shall post, in an appropriate and visible place outside the transmitter housing, copies of all documents of authorization from the Federal Communications Commission (FCC) for the transmitter(s) within the building space. The PARTIES shall ensure all other joint use parties affix, in an appropriate and visible place outside their transmitter housing, copies of all documents of authorization from the FCC for their transmitter(s).
10. Improvements. Any additions, alterations or improvements to JOINT USER's equipment required by statute, ordinance, regulation or the rules of proper governmental authority shall be furnished and installed by JOINT USER at its sole cost and expense. Upon expiration or termination of this Agreement, the site remains the property of the SYSTEM OPERATORS. JOINT USER shall have a reasonable time in which to remove any radio equipment. JOINT USER agrees not to make or cause to have made any alterations, changes or improvements to or upon the premises except as expressly authorized herein. Upon the termination of this Agreement, all changes, alterations, additions, repairs or improvements to or upon the subject premise shall become the property of the SYSTEM OPERATORS without liability on its part to pay for same, except, however, that any trade fixtures, shelving, counter, office equipment or other appliances placed in said building may be removed by the PARTIES during the term hereby created.
11. Tower Contractors. JOINT USER shall permit only qualified, licensed contractors to climb and service equipment placed on the transmission towers. JOINT USER will provide notification in writing to THE PARTIES of pending work to be performed on towers and the name of the contractor who will perform the work. The insurance carried by the contractor shall protect THE PARTIES, JOINT USER and other tenants and their equipment and shall be of an adequate level as designated by THE SYSTEM OPERATORS. A copy of the insurance will describe the limits that are in force at the time, the work that will be performed and shall be provided to the SYSTEM OPERATORS before the work may be commenced.
12. Technical Operations. JOINT USER shall cooperate with the SYSTEM OPERATORS and any other Joint Users at the Site in the installation of all transmitting and receiving equipment to avoid interference with other tenants that might cause another tenant to be unable to transmit or receive. The construction, installation and maintenance of all equipment shall be performed to standards set by the Federal Communications Commission, good engineering and electrical practice and the SYSTEM OPERATORS. The SYSTEM OPERATORS shall ensure other joint use parties at the Site operate their

transmitters and electronic equipment to the same technical standards set forth in this Agreement.

13. Electrical. The SYSTEM OPERATORS shall provide generator electrical power including backup electrical power (if installed) sufficient to allow JOINT USER to operate its equipment. The cost, unless stated otherwise in this document or attachments, shall be included in the monthly re-occurring fees. The SYSTEM OPERATORS make no claims as to the availability or reliability of emergency power, and will not be held liable for any failure of said emergency power.
14. Default, Late Charges, Termination. If the monthly fees provided for in this Agreement remain unpaid for 90 days after they have become due and payable on any installment, then without additional notice, a late charge of 5% per annum shall immediately be added. In the event the monthly re-occurring fee's owed remains unpaid for ninety (90) days after it becomes due and payable, the SYSTEM OPERATORS shall give written notice to JOINT USER and JOINT USER shall have 30 days to pay the fees. Following this 30-day period, and without further notice, this Agreement shall be in default and shall terminate and the SYSTEM OPERATORS shall have all remedies as may be available at law or in equity.
15. Termination. In the event of damage, destruction, or condemnation of the Site or any part thereof, which renders the Site unusable or inoperable, the Parties shall have the right, but not the obligation, to terminate this Agreement and all its duties and obligations hereunder, by giving written notice to the others within 30 days after such damage, destruction, or condemnation. The Parties may jointly agree to terminate this Agreement. Any party may terminate this Agreement at any time for any reason or for no reason without liability, except compensation for services previously provided, by giving the other Parties 190 days written notice. After any termination by any Party, JOINT USER shall remove its equipment within 235 days of the original written notice to terminate, weather permitting. JOINT USER may leave antenna cables in place when vacating if so desired. Removal delay of equipment due to inclement weather shall not be cause for additional fees charged to the JOINT USER, provided the JOINT USER has stopped all use of the Site. Weather delay means any delay caused by weather that prevents safe travel to the Site by 4-wheel drive vehicle. Each weather delay will provide the JOINT USER an additional 20 days to remove its equipment.
16. Maintenance. The maintenance and repairs of the tower and the exterior of the equipment building shall be the responsibility of the Owner (currently Silke Communications). The maintenance and repairs of JOINT USER equipment, including that which is hung on the Owner's tower(s), shall be the responsibility of JOINT USER.
17. Waiver. No waiver of any breach of any term, covenant or condition of this Agreement shall be deemed the waiver of any subsequent breach of the same or any other term or condition hereof.
18. Mediation. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.
19. Binding on Heirs. This Agreement shall be binding upon the heirs, personal representatives

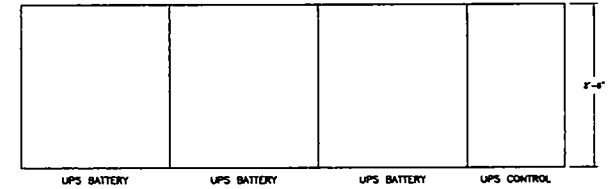
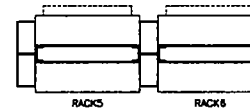
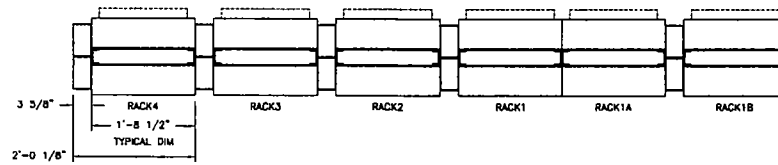
and assigns of the parties hereto.

20. Force Majeure. No Party shall be liable for delays in the execution of its obligations due to causes beyond its reasonable control including but not limited to acts of God, fires, strikes, labor disturbances, floods, epidemics, quarantine restrictions, war, insurrection or riot, acts of a civil or military authority, compliance with priority orders or preference ratings issued by the federal government, acts of government authorities with respect to revocation of export or re-export permits/licenses, wrecks, or unusually severe weather. The Party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. In the event of any such delay, the required date of services will be extended for a period of time equal to the period of the delay, or as short a period as is reasonably possible.
21. Oregon Laws. The terms of this Agreement shall be construed according to the laws of the State of Oregon.

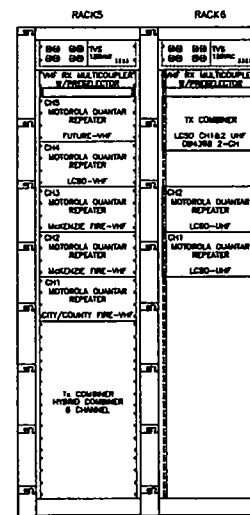
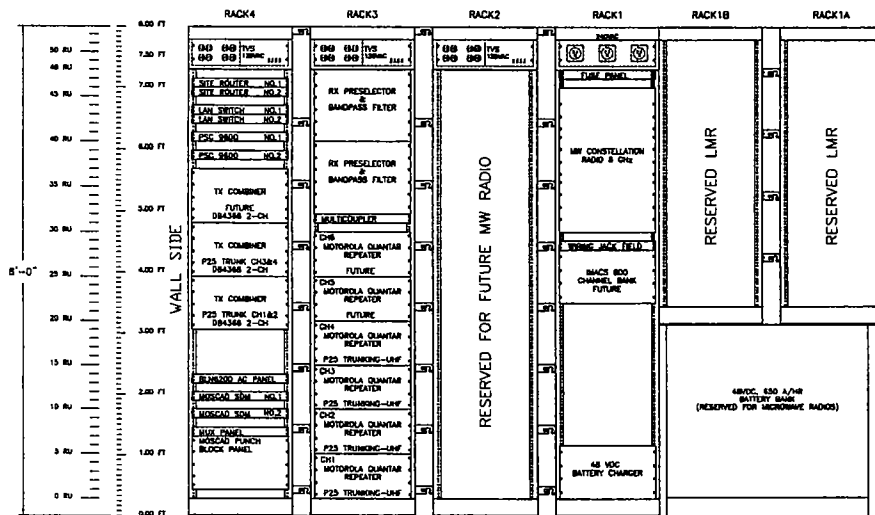
# ATTACHMENT A

## NOTES:

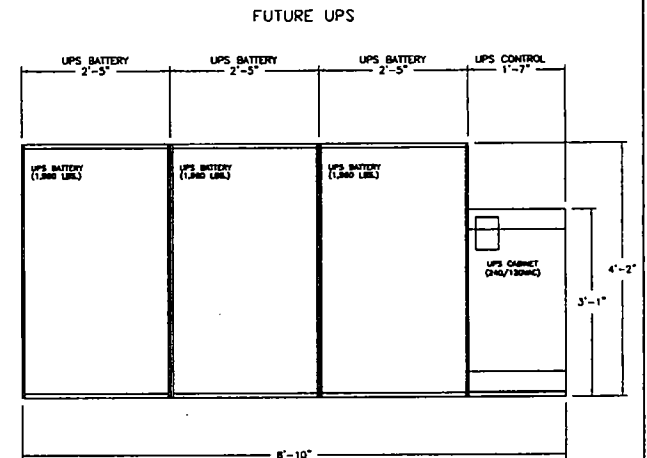
1. REFER TO BLANTON ROOM LAYOUT DRAWING  
EWEB DWG NUMBER D-XXXX



RACK 1A & 1B  
NOT INSTALLED



WALL SIDE



| REVISIONS |    |     |     |     | SCALE: NONE  |       |     |     |     |
|-----------|----|-----|-----|-----|--------------|-------|-----|-----|-----|
| DATE      | BY | CHK | APP | REV | DATE         | BY    | CHK | APP | REV |
|           |    |     |     | 1   | 11/27/04     | BLANK |     |     | 1   |
| SPONSOR   |    |     |     |     | NOT ASSIGNED |       |     |     |     |
| DATE:     |    |     |     |     | 9            |       |     |     |     |

INFORMATION SHOWN IS FOR EWEB USE ONLY AND IS NOT WARRANTED TO BE ACCURATE FOR UNINTENDED PURPOSES.

COMMUNICATIONS SYSTEMS  
MICROWAVE/LMR RADIO SYSTEMS  
MOUNT HAGEN SITE  
EQUIPMENT RACK LAYOUT DIAGRAM  
EWEB WINTER & ELECTRIC BOARD - EUGENE, OREGON

## ATTACHMENT B

12/08/2006

### Recurring & Non-recurring Expenses Mt. Hagen Communications Site

**System Operators:** Eugene Water & Electric Board and Lane County Sheriffs Office.  
**Joint User:** McKenzie Fire District.

| Leased Item  | Cost   | Note  | Count | Cost     |
|--|--|---|-------|----------|
| <b>Lease Fee's</b>   | Based on Joint Use Agreement   | NA  |       | \$0.00   |
| <b>Site Ground Space</b>                                       | \$2/square foot/month  | NA (Site not owned by EWEB or LCSO)   |       | \$0.00   |
| <b>Power</b>   |  | <b>See Note 1.</b>  |       |          |
| DC Power   | (\$0.12 / <b>Watt</b> ) / month  | 7.5A @ 48VDC ( <i>Calculated from design loads</i> )  |       | \$0.00   |
| AC Site Power  | (\$0.0693-\$0.0985/ <b>Watt</b> ) / month  | HVAC, lighting & outlets ( <i>Billed at Specified Rate</i> )  |       | \$0.00   |
| AC Equipment Power   | (\$0.0693-\$0.0985/ <b>Watt</b> ) / month  | 2x100W ( <i>Billed at Usage Rate</i> ) Approximated   |       | \$6.00   |
| <b>Equipment Racks</b>   |  | <b>See Note 2 &amp; 3</b>   |       |          |
| Full Rack  | (\$350.00 / month)/ <b>rack</b> or cabinet   | NA  |       | \$0.00   |
| Half Rack  | (\$200.00/month)   | NA  |       | \$0.00   |
| Radio Repeater   | (\$70.00/month) Limit 15" rack space   | NA  | 2     | \$140.00 |
| Room floor space   | \$3.50 per <b>square foot</b> per month  | <i>If available, cost shall be negotiated</i>   | 0     | \$0.00   |
| <b>Antenna System Use</b>                                      |  | <b>See Note 2 &amp; 3</b>   | 0     | \$0.00   |
|  | (\$20.83/ <b>transmitter</b> )/month   | <i>Negotiable as Space permits.</i>   |       | \$0.00   |
| <b>Data Transport</b>  |  | Circuit transport charge to be negotiated. Cost to be in addition to charges shown here and is estimated below. |       | \$0.00   |
| Entire T1 Circuit  | (\$102.68 + (\$5.92 / <b>air mile</b> )) / month   |   | 0     | \$0.00   |
| 2-Wire Circuit (DSO)   | (\$8.56 + (\$0.49 / <b>air mile</b> )) / month   |   |       |          |
| 4-Wire Circuit (DSO)   | (1.5x(\$8.56 + (\$0.49 / <b>air mile</b> )) / month  |   | 0     |          |
| <b>Tower Space for Dish Antenna</b> (Based on Available Space) | (\$4.17 + (\$0.08 / <b>feet Above Ground Level</b> )) / month / <b>feet of occupied space</b> (diameter or length of antenna).             | <i>Negotiable as Space permits.</i>   | 0     | \$0.00   |
| <b>Tower Space for Whip Antenna</b>                            | One-fourth of \$4.17 + (\$0.08 / <b>feet Above Ground Level</b> ) / month / <b>feet of occupied space</b> (diameter or length of antenna). | 15 foot UHF Receive antenna at top<br><i>Negotiable as Space permits.</i>                                       | 0     | \$0.00   |

|                                     |   |   |   |                 |
|-------------------------------------|---|---|---|-----------------|
| <b>Tower Space for Whip Antenna</b> | One-fourth of \$4.17 + (\$0.08 / <b>feet Above Ground Level</b> )/ month / <b>feet of occupied space</b> (diameter or length of antenna). | 15 foot UHF Transmit antenna 25' below top<br><i>Negotiable as Space permits.</i> | 0 | \$0.00          |
| <b>Total Monthly Charges</b>        |   |   |   | <b>\$146.00</b> |

**Additional Non-Recurring Costs**

|                                    |  |    |   |               |
|------------------------------------|--|----|---|---------------|
| Antenna Modifications              | Harris equipment & work                          | NA |   | \$0.00        |
| Site Upgrade Expenses              | Shared expenses to improve facility              | NA |   | \$0.00        |
| <b>T1 Circuit</b>                  | One time installation fee of \$500               | NA | 0 | \$0.00        |
| <b>Channel card</b>                | One-time installation fee per channel of \$1,250 | NA | 0 | \$0.00        |
| <b>Total Non-Recurring Charges</b> |  |    |   | <b>\$0.00</b> |

**NOTES:**

1. During power outage, Emergency Generator & UPS Power included at no charge.
2. Joint User to pay for all additional equipment required to install customers equipment and this equipment shall become System Operators property.
3. If Joint User purchases combining equipment, multi-couplers or equipment that will be jointly used by System Operators, then Joint User shall not be required to pay lease fee's for use of subject equipment.

**- ATTACHMENT C -**

**MINIMUM SITE STANDARDS FOR RADIO COMMUNICATIONS**

1. All transmitters shall be FCC type accepted for the intended application with proper shielding.
2. If radio interference or intermodulation problems occur to System Operators or any other pre-existing users at the site due to Joint User equipment, additional protection and/or filtering devices may be required. Joint User shall have sole responsibility for solving radio interference or modulation problems caused by their radio equipment. In the event that such problems occur, the System Operators reserve the right to direct the Joint User to discontinue operation of interfering equipment until such problems are resolved. The need for additional filtering equipment will be determined on a case-by-case basis, and the cost of any additional equipment required shall be the responsibility of the Joint User. System Operators reserve the right to recommend any devices or equipment for eliminating system interference. Joint User reserves the right to secure these devices or equipment in cases where the Joint User causes interference.
3. Double shielded, double braided or heliax type coaxial is required from the radio equipment through isolators, band-pass devices and duplexors, etc., to heliax transmission line. No RG-8 type cable will be allowed.
  - a. Microflex or System Operator approved cable hardware shall be used.
4. Jacketed heliax transmission line is required. Unjacketed transmission line of any type is prohibited.
5. Radio Equipment must be housed in metal cabinets and properly grounded. Rack mounted equipment will be allowed on a case-by-case basis subject to written approval of System Operators.
6. Only single frequency transmit and receive stations will be allowed. Any deviations are subject to negotiations and approval of System Operators.
7. Signatory (Joint User) to this agreement hereby acknowledges that Silke Communications is the site owner and site manager of the subject radio site and shall abide by the terms and conditions of the Silke Communications site Lease Agreement.
8. Equipment type and model listed in the Technical Data Sheet will not be changed after the initial installation and testing without authorization from the System Operators.
9. Location and height of antennas on the tower shall not be changed after initial installation and testing without authorization from System Operators.
10. Joint User shall identify each transmitter with a copy of the FCC license, agreement number (if applicable), name and telephone number of person/s responsible for the equipment maintenance, the receive frequency, transmit frequency, transmit and receive tone frequencies and transmit frequency power.
11. Maximum transmitter power will not exceed 110 watts measured at the transmitter output into a 50-ohm load, unless approved in writing by the System Operators.



12. System Operators shall conduct an annual inspection to confirm compliance with the site standards.
13. If it becomes necessary for the Joint User to modify antenna or transmission lines, System Operators will approve type, installation procedures, and placement of equipment and devices.
14. In the event that Joint User removes or relocates antennas at the site, the mounting hardware, associated equipment, and transmission cable will become property of the System Operators. Antennas will remain the property of the Joint User.
15. Batteries will be installed in a manner prescribed by the System Operators. The System Operators shall approve Battery type. Space for battery installation is not available at all sites. DC power requirements can be negotiated with the System Operators.
16. System Operators reserve the right to designate placement of equipment and installation procedures at the site.
17. Storage of any standby or emergency equipment or items will be with written approval of the System Operators. Owner of equipment shall be responsible for loss or damage of any approved stored equipment.
18. Thermostats within the building shall not be tampered with in any way.
19. Timing and control devices shall not be tampered with in any way.
20. There will be no smoking or use of any flame or sparking devices within the perimeter of the building.
21. There will be no open fires for any reason on the site without written permission of the landowner. Vehicles used at remote sites shall be equipped with fire extinguishers.
22. All waste material or surplus equipment, etc., shall be hauled away from the site.
23. All gates, doors and any security devices shall not be left in an open state and unattended, unless directed by the landowner.

**- ATTACHMENT D -**

**CONTACT INFORMATION**

| <b>Primary Technical Contacts for<br/>System Operators</b>   | <b>Primary Technical Contacts for<br/>Joint User</b>   |
|--|--|
| <b>Name:</b>   | <b>Name:</b>   |
| <b>Address:</b>  | <b>Address:</b>  |
| <b>Daytime Phone Number:</b>                                 | <b>Daytime Phone Number:</b>                           |
| <b>Emergency Phone Number:</b>                               | <b>Emergency Phone Number:</b>                         |
| <b>Secondary Technical Contacts for<br/>System Operators</b> | <b>Secondary Technical Contacts for<br/>Joint User</b> |
| <b>Name:</b>   | <b>Name:</b>   |
| <b>Address:</b>  | <b>Address:</b>  |
| <b>Daytime Phone Number:</b>                                 | <b>Daytime Phone Number:</b>                           |
| <b>Emergency Phone Number:</b>                               | <b>Emergency Phone Number:</b>                         |
| <b>Secondary Technical Contacts for<br/>System Operators</b> | <b>Secondary Technical Contacts for<br/>Joint User</b> |
| <b>Name:</b>   | <b>Name:</b>   |
| <b>Address:</b>  | <b>Address:</b>  |
| <b>Daytime Phone Number:</b>                                 | <b>Daytime Phone Number:</b>                           |
| <b>Emergency Phone Number:</b>                               | <b>Emergency Phone Number:</b>                         |

**- ATTACHMENT E -**

**JOINT USE OF MICROWAVE FACILITIES DATA SHEET**

|                                      |       |
|--------------------------------------|-------|
| <b>FCC License Number</b>            | _____ |
| <b>Expiration Date</b>               | _____ |
| <b>Equipment Model</b>               | _____ |
| <b>FCC Type Number</b>               | _____ |
| <b>Transmitter Frequency</b>         | _____ |
| <b>Tone Frequency (If Used)</b>      | _____ |
| <b>Receiver Frequency</b>            | _____ |
| <b>Tone Frequency (If Used)</b>      | _____ |
| <b>Output Power:</b>                 |       |
| <b>Licensed</b>                      | _____ |
| <b>Actual</b>                        | _____ |
| <b>Antenna Requirements:</b>         |       |
| <b>Type</b>                          | _____ |
| <b>Lead</b>                          | _____ |
| <b>Mounting Height</b>               | _____ |
| <b>Mounting Area</b>                 | _____ |
| <b>Electrical Use</b>                |       |
| <b>(As Rated in Equipment Specs)</b> | _____ |
| <b>Required Floor Space</b>          | _____ |