

TO: MAYOR AND CITY COUNCIL
THROUGH: LINDA NORRIS
CITY MANAGER
FROM: JERRY MOORE
CHIEF OF POLICE
SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH STATE OF OREGON
(OWIN)

ISSUE:

Should the City of Salem enter into an Intergovernmental agreement to share facilities at Prospect Hill with the State of Oregon (OWIN).

RECOMMENDATION:

Staff recommends Council approve Intergovernmental Agreement with State of Oregon (OWIN) for co-location of communications equipment at Prospect Hill.

BACKGROUND:

At the August 24, 2009 council meeting, City Council approved working with OWIN on Communications projects where partnerships between the two radio systems would result in cost savings. This agreement would move our equipment from a site that is leased with Crown & Castle at a cost of \$931.37/month to the Oregon Public Broadcasting site on Prospect Hill for a monthly cost of approximately \$40. The site will provide adequate if not improved radio coverage and will cut overall system cost by approximately \$11,876.44 per year.

FACTS & FINDINGS:

1. Current site location does not have 24hr battery backup or generator capabilities.
2. Current site location is not specific to public safety. Equipment is co-located with commercial users.
3. OWIN site is secure and only accessible to public safety users.
4. OWIN site has a fully redundant power system with generator and battery backup.

5. OWIN site has microwave connectivity to Eagle Crest as well as C4 (Anderson Readiness Center) allowing for future development of data traffic in a ring configuration. This capability allows for use of direct connection of equipment without using terrestrial land lines that are prone to outages and have re-occurring monthly cost.
6. FCC licenses for new locations have been approved.

Attachment: Site-specific Supplemental Agreement Number 1 to the Wireless Communications Site Sharing Agreement

**SITE-SPECIFIC SUPPLEMENTAL AGREEMENT NUMBER 1
TO THE
WIRELESS COMMUNICATIONS SITE
SHARING AGREEMENT**

This Site-Specific Supplemental Agreement Number 1 to the Wireless Communications Site Sharing Agreement (“SA1”) is made and entered into by and between the **City of Salem**, acting by and through its Radio Communications Division (the “Agency”), and the **State of Oregon**, acting by and through the Oregon State Police on behalf of the Oregon Wireless Interoperability Network (“OWIN”), collectively referred to herein as the “Parties.”

RECITALS

- A. The Agency and OWIN entered into a Wireless Communications Site Sharing Agreement (the “Sharing Agreement”) on May 5, 2008, to facilitate the sharing of wireless communications sites and services; and
- B. Site-Specific Supplemental Agreements are required under the Sharing Agreement when one party desires to co-locate at a Site under the control of another party; and
- C. The Agency wishes to co-locate Wireless Communications Equipment at the Main Prospect Site which is controlled by OWIN; and
- D. The Agency and OWIN have identified each party’s responsibilities for the Main Prospect Site and need to reduce these responsibilities to writing.

AGREEMENT

NOW, THEREFORE, the Agency and OWIN hereby agree as follows:

1. The Sharing Agreement effective on May 5, 2008, is incorporated herein by this reference.
2. The Parties have set forth their respective responsibilities regarding the Main Prospect Site in Exhibit “A” which is attached hereto and incorporated herein by this reference.
3. Agency’s access to the Main Prospect Site is set forth in Exhibit “A.”
4. HAGL as used herein means antenna height to tip above ground level.
5. Unless modified by this SA1, all terms and conditions in the Sharing Agreement remain in full force and effect.
6. By executing this SA1, the Parties agree to all terms in conditions set forth in Exhibit

“A” and shall perform the responsibilities and obligations as set forth in Exhibit “A.”

7. This SA1 may be amended or supplemented only by written instrument executed by both Parties.

8. This SA1 shall be effective on the date of last signature set forth below.

9. This SA1 shall terminate concurrently with the Sharing Agreement.

IN WITNESS HEREOF the Parties have caused this Site-Specific Supplemental Agreement Number 1 to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

AGENCY:
City of Salem

By: _____

Printed Name: _____

As its: _____

Date: _____

OWIN:
The State of Oregon, acting by and through
the Oregon State Police, on behalf of the
Oregon Wireless Interoperability Network

By: _____
Lindsay A. Ball

As its: Director

Date: _____

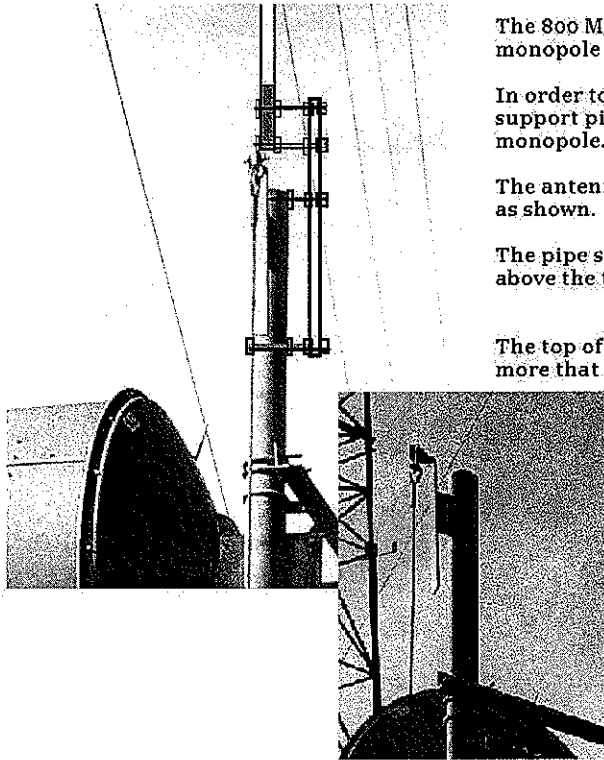
Exhibit A

Site Name	Main Prospect	
Site Location *see attached site plan or Diagram identified by exhibit	Skyline Road – south of Salem Latitude: 44.85361/ Longitude: -123.12389	
Land Owner Name	Peter Dinsdale	
Tower Owner Name	Oregon Public Broadcasting	
Building Owner Name	Oregon Public Broadcasting	
Controlling Party of Site	OWIN	
Nature of Controlling Party Interest (e.g. Owner, Lessor)	Lessee to Oregon Public Broadcasting	
If controlling party is not the owner of the site, have necessary consents been obtained?	No	
If no, consents will be obtained by?	OWIN will continue to work with OPB to incorporate Agency's public safety equipment under OWIN's authorization.	
Site Responsibilities		
OWIN shall	Provide to Agency 1 rack in OWIN's equipment building. The location of this rack within the equipment building will be determined by OWIN in OWIN's sole discretion.	
	Permit Agency to mount and operate antenna equipment – identified below in Equipment List – as depicted in Exhibit B.	
	If Agency is ultimately required to lease directly from OPB, OWIN will assist with lease negotiation and execution as needed.	
	If Agency is required to lease directly from OPB, OWIN will pay for Agency's lease, at OWIN's negotiated terms with OPB, to include OPB's one-time lease administrative fee as well as required structural analysis of tower. Said payment will continue for the duration of this SA.	
	Maintain propane fuel supply as necessary to ensure backup power to the Site. Invoice Agency annually for 50% of the Site's annual propane fuel costs up to an amount not to exceed \$500.00.	
Agency shall	Provide drawing/diagram illustrating antenna mounting application.	
	Mount all equipment in a professional, workmanlike manner. Agency shall be responsible to immediately repair any damage to OWIN's building that is caused by Agency's installation or operation. Said repairs shall be made at Agency's sole cost.	
	Upon receipt of OWIN's annual invoice, reimburse OWIN for 50% of the Site's annual propane fuel costs in an amount not to exceed \$500.00	
Necessary licenses or permits needed for operation	Agency is responsible for obtaining and maintaining its own FCC licenses.	
Equipment List	Agency	OWIN
Description of voice and/or data radio equipment	<ul style="list-style-type: none"> • 1 each Quantar (800 MHz Tx/Rx) • 2 each MTR 2000 (UHF Rx only) • Paradigm modem • Preselector coupler • Fortress UPS • • Celwave receiver coupler 	To be determined by OWIN

Exhibit A (continued)

Description of microwave radio equipment	N/A – Upon installation of dual OC3 path, Agency has the right to intertie to OWIN’s microwave inside OWIN’s building utilizing a T1 path.	<ul style="list-style-type: none"> • 1 each Harris Constellation microwave radio (to Washburn)/ • 2 each Harris Constellation microwave radio (to NCC & Wipper)
Number of 19” by 7’ relay rack spaces	1 – Agency has own rack	12
Frequency band of radio and/or microwave	<ul style="list-style-type: none"> • 800 MHz (Quantar) • UHF -- receive only 	<ul style="list-style-type: none"> • 6 GHz • 11 GHz
Number and type of radio antennas	<ul style="list-style-type: none"> • 1 each 800 MHz antenna to be mounted to OWIN monopole as depicted in Exhibit B • 1 each UHF receive only antenna to be mounted to ice-bridge stanchion on south side of building with 9’ mast attached. 	To be determined by OWIN
Number and type of microwave antennas	N/A	<ul style="list-style-type: none"> • 4’ dish to NCC • 8’ dish to Washburn • 6’ dish to Washburn (diversity) • 4’ dish to Wipper
Microwave antenna HAGL requirements	N/A	To be determined by OWIN
Power requirements	AC/48 VDC to be supplied and maintained by OWIN.	
Back-up generator/batteries	Existing 75kW propane generator with 48 hour battery back up to be maintained by OWIN.	
Heating/Cooling (watts or BTU)	Existing five-ton environmental units (quantity two) to be supplied and maintained by OWIN.	
Height and description of proposed tower	Stanchion and monopole mounted, less than 40’ above ground level.	Existing 200’ guyed tower leased by OWIN from OPB
Size of proposed building	Existing 12’ x 20’ building to be maintained by OWIN	
Other technical requirements	N/A	N/A
Limits on Access to the Site	OWIN shall provide to Agency, keys to gate, compound and OWIN’s building to provide Agency with unaccompanied access to the Site, 24 hours per day, 365 days per year.	
<i>Wireless Communications Interference</i>		
Testing upon installation for Wireless Communications interference to be performed by?	The parties mutually agree to use their best efforts to protect each other’s operations from radio interference, and to fully cooperate with all reasonable measures proposed to eliminate or satisfactorily ease such interference.	
Mechanism for resolving interference issues	If a newly installed device causes interference to existing equipment, it must be turned off until it can be repaired to mitigate the interference, or if the interference cannot be mitigated, the newly-installed interfering equipment must be removed.	
Removal of wireless communications equipment	Agency is responsible for removing its equipment and restoring the Site to pre-occupancy state within 120 days after expiration or termination of this agreement.	
Repair of damaged wireless communications equipment	Each party is responsible for the costs associated with repairing their own equipment on the Site, unless damage is caused by the negligent or intentional acts or omissions of the other party.	
Security for the site	Existing chain link fence with barbed wire to be maintained by OWIN.	
Other services/special terms	N/A	

Exhibit B



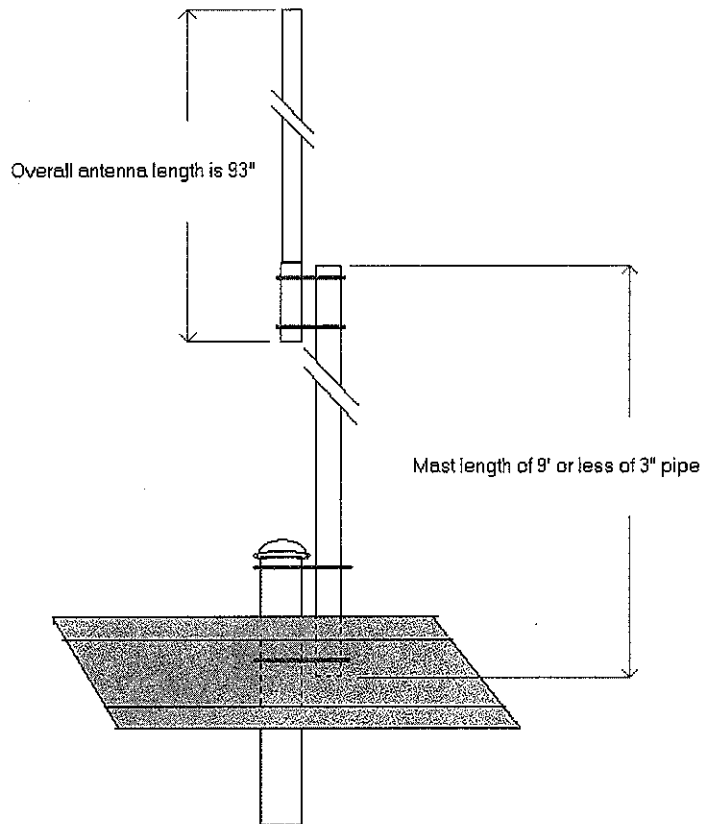
The 800 Mhz antenna is to be mounted on the monopole adjacent to the OWIN building.

In order to clear the pully system a 1-1/2" support pipe will be attached to the monopole.

The antenna will attach to the support pipe as shown.

The pipe should not extend more that 18" above the top of the monopole.

The top of the antenna should not extend more that 50" above the support pipe.



Ice bridge mounting of UHF antenna:

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