BEFORE THE BOARD OF DIRECTORS OF THE

KLAMATH 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT

IN THE MATTER OF ENTERING INTO A INTERGOVERNMENTAL AGREEMENT BETWEEN KLAMATH 911 AND KLAMATH INTEROPERABILITY RADIO GROUP	**)** **)** **)** **)**	**RESOLUTION 25-04**

RESOLUTION 25-04

WHEREAS, the Klamath County 9-1-1 Emergency Communications District ("District") is an Oregon special district formed and authorized under Oregon Revised Statutes ("ORS) 403.300 to 403.380; and

WHEREAS, ORS 403.360(3) authorizes the District's Board of Directors ("Board") to "make and accept any and all contracts, deeds, leases, releases and documents of any kind which, in the judgment of the board, are necessary or proper to the exercise of any power of the district"; and

WHEREAS, ORS 190.010 authorizes units of local government to enter into a written agreement with other units of local government for the performance of any or all functions and activities that are party to the agreement, its officers or agencies, have authority to perform; and

WHEREAS, the District Board has determined that it is in the best interests of the District and the public to enter into an agreement with the Klamath Interoperability Radio Group to purchase operate and maintain additional law enforcement tactical repeater channels;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Klamath 9-1-1 Emergency Communications District hereby resolves as follows:

1. The *IGA for Purchasing, Operation and Maintenance of Law Enforcement Tactical Repeater Channels* ("the Agreement"), attached hereto as Exhibit A and incorporated herein by this reference, is hereby authorized.

2. Upon authorization of the Agreement pursuant to this resolution, the Board Chair is hereby authorized to sign the Agreement on behalf of the District.

This matter having come before them at their meeting on April 16, 2025, is approved, and adopted.

_____
Randy Sword, Chairman

ATTEST: _____
Mike Smith, Acting Director

APPENDIX A

INTERGOVERNMENTAL AGREEMENT FOR

PURCHASING, OPERATION, AND MAINTENANCE OF LAW ENFORCEMENT TACTICAL REPEATER CHANNELS

This **Intergovernmental Agreement** is entered into by and between Klamath 911 Emergency Communications District, a special district of the State of Oregon ("District"), and Klamath Interoperability Radio Group ("KIRG"), an intergovernmental entity of the state of Oregon formed under ORS Chapter 190 (collectively, the "Parties").

RECITALS

A. ORS 190.010 provides that units of local government may enter into agreements with other units for the performance of any or all functions and activities that a party to the agreement, its officers, or agents, have the authority to perform.

B. The District is a special district formed under ORS 198 and ORS 401, and owns, operates, and maintains a public safety radio system in Klamath County, Oregon.

C. KIRG is an intergovernmental entity formed under ORS Chapter 190, and owns, finances, operates, and maintains an interoperable radio communications system in Klamath County.

D. The District has engaged with a consultant (Day Wireless Systems) ("Consultant") to install certain radio facilities, including but not limited to two repeater channels and two VHF omnidirectional radio bands, and certain equipment, including but not limited to a rack and space for duplexers, polyphasers, and mounts, and program software necessary to operate additional tactical channels (collectively, the "Equipment"), at property owned by Consultant and known generally as the Stukel Mt. Site, located generally at Latitude 42 05' 53", Longitude 121 38' 04" ("Property").

E. The Parties desire to share use of the Equipment, and share and split costs related to installation, maintenance, and other utility site fees.

NOW THEREFORE, in consideration of the mutual obligations provided in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement as if fully set forth herein.

2. **SCOPE OF AGREEMENT**

2.1 District will:

2.1.1 Engage with and hire Consultant to install the Equipment at the Property;

2.1.2 Be responsible for all costs for installation of the Equipment at the Property, which shall not exceed $115,000.00 (One Hundred and Fifteen Thousand Dollars), and as further detailed in Exhibit A (KF911 Equipment & Installation Quote), attached hereto and incorporated herein by this reference;

2.1.3 Be responsible for maintenance and repairs to the Equipment;

2.1.4 Have full control and authority over the use and operation of the additional channels added from the Equipment installation;

2.1.5 Share use of the channels with KIRG, pursuant to the terms of this Agreement;

2.1.6 Be responsible for the shared costs associated with the maintenance plan and drafting of this IGA, pursuant to Section 4 below.

2.2 KIRG will:

2.2.1 Engage with and manage the Property under the Maintenance & Support Agreement with Consultant, which is attached hereto as Exhibit B and incorporated herein by this reference;

2.2.2 Engage with and manage the Property under a tower site lease agreement with Consultant, in substantially the same form and substance as Exhibit C, attached hereto and incorporated herein by this reference, and have sole responsibility for rent payments;

2.2.3 Share use of the channels with the District, pursuant to the terms of this Agreement; and

2.2.4 Be responsible for the shared costs associated with the maintenance plan and drafting of this IGA, pursuant to Section 4 below.

3. DOCUMENTS FORMING THE AGREEMENT

3.1 The Agreement. The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement by this reference.

3.2 Exhibits. With this document, the following exhibits are incorporated into the Agreement:

- **Exhibit A:** Equipment & Installation Quote
- **Exhibit B:** Maintenance & Support Agreement
- **Exhibit C:** Tower Site Lease Agreement (Form)

4. CONSIDERATION AND COST SHARE

4.1 The District's Payment Obligations

4.1.1 The District shall be solely responsible for cost of the Equipment installation, not to exceed $115,000 (One Hundred and Fifteen Thousand Dollars), and other costs or service fees applicable in the purchasing contract with Consultant.

4.1.2 The District shall be responsible for all costs associated with maintenance and repair of the Equipment.

4.1.3 The District shall be responsible for one-half (50%) of the annual fees for the Maintenance & Support Agreement, as provided for under Section 4.3.

4.1.4 The District shall be responsible for one-half (50%) of the service fees associated with the preparation of this Agreement, as provided for under Section 4.3.

4.2 KIRG's Payment Obligations

4.2.1 KIRG shall be solely responsible for the cost of rent and utility fees associated with installing, operating, and maintaining the Equipment on Property.

4.2.2 KIRG shall be responsible for one-half (50%) of the annual fees for the Maintenance & Support Agreement, as provided for under Section 4.3.

4.2.3 KIRG shall be responsible for one-half (50%) of the service fees associated with the preparation of this Agreement, as provided for under Section 4.3.

4.3 Cost-Share

4.3.1 For the Parties' shared costs of annual fees due under the Maintenance & Support Agreement, KIRG shall first pay the entire annual fee due in a timely fashion to

Consultant, and then prepare an invoice to submit to the District for its respective one-half (50%) share of that annual fee. District shall pay its one-half (50%) share within ten (10) days of receipt of the invoice.

4.3.2 For the Parties' shared cost of service fees associated with the preparation of this Agreement, KIRG shall first pay the entire cost of those services and then prepare an invoice to submit to the District for its respective one-half (50%) share of those services. The District shall pay the bill within ten (10) days of receipt of the invoice.

5. AUTHORIZED SHARED USE OF EQUIPMENT

5.1 The Parties may both use the Equipment for radio transmitting of secured communications, provided that the District shall have full control and authority over the channels.

6. EFFECTIVE DATE AND DURATION

6.1 **Effective Date.** Upon the signature of all Parties, this Agreement is effective ("Effective Date").

6.2 **Duration.** This Agreement shall commence as of the Effective Date and unless earlier terminated according to Section 12, shall remain in full force and effect during the lifetime of actual shared use of the Equipment by the Parties ("Term").

7. AUTHORIZED REPRESENTATIVES AND NOTICE. Each of the Parties designates the following individuals as its authorized representative for administration of this Agreement. Either Party may designate a new authorized representative by written notice to the other.

7.1 The District's Authorized Representative (name, title, telephone number, and email): Mike Smith, 503-577-3609, *msmith@klamath911.gov.*

7.2 KIRG's Authorized Representative (name, title, telephone number, and email): Mike Cook, 541-891-2203, *chief@chiloquinfire.com.*

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

8. INDEMNIFICATION. To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each Party agrees to indemnify, defend, and hold harmless the other Party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.

9. INSURANCE. The Parties will, at all times during the Term of this Agreement, maintain in full force and effect, a comprehensive general liability insurance policy in the same fashion as maintained for their other facilities, property, and equipment. The coverage under each general

liability insurance policy will be equal to or greater than the limits for claims made under the Oregon Tort Claims Act, and the coverage shall protect the Equipment against damage, fire, theft, or other casualties associated with the Equipment, or maintenance or operation and use of the Equipment at the Property.

10. **PUBLIC BODY STATUS.** In providing the services specified in this Agreement (and any associated services) both Parties are public bodies and maintain their public body status as specified in ORS 30.260. Both Parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

11. **INDEPENDENT CONTRACTORS.** The Parties agree and acknowledge that their relationship is that of independent contracting parties. Each Party shall remain solely responsible for its own employees and related benefits. At no time will the District's employees who provide services under this Agreement be considered an employee of KIRG, nor will any KIRG employee who provides services under this Agreement be considered an employee of the District.

12. **MODIFICATION AND TERMINATION.**

12.1 Modification. No modification or amendment to this Agreement will bind either Party unless in writing and signed by both Parties.

12.2 Termination.

12.2.1 The Parties may jointly agree to terminate this Agreement at any time by written agreement.

12.2.2 Either Party may terminate this Agreement without cause with at least thirty (30) days' written notice to the other Party. Upon the effective date of termination of this Agreement without cause, the terminating party shall surrender and lose all rights of use or ownership in the Equipment or facilities installed, and the other party shall be solely responsible as owner and operator of the Equipment. In the event of termination without cause, the terminating party shall ensure that any respective obligations of the Maintenance & Support Agreement, tower site lease/rental agreement, or other contracts with Consultant, are properly assigned or transferred to the non-terminating party.

12.2.3 Either Party may terminate this Agreement immediately following a default and breach by the other Party, as defined under Section 13. In the event of termination due to default and breach, the breaching party shall surrender and lose all rights of use or ownership in the Equipment or facilities installed. The breaching party shall remain responsible for any due payments under the Maintenance & Support Agreement, tower site lease/rental agreement, or other contracts with Consultant.

12.3 Non-Appropriation. Each of the Parties certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the Parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this

clause, neither Party will have a further obligation for payments beyond the termination date.

13. DEFAULT AND REMEDIES

13.1 The following shall be deemed a default by a Party and breach of this Agreement:

13.1.1 Non-payment of any obligated fee for service, rent, utilities, or otherwise, or any shared cost, which is a requirement by the Party under this Agreement, and if such non-payment remains unpaid for more than thirty (30) days after the date of written notice from the other Party for failure to pay; or

13.1.2 Any representation, warranty, or statement made by a Party in this Agreement or in any document relied upon by the Parties that is untrue in any material respect when made.

13.2 In the event a Party is in default, the other Party may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including but not limited to:

13.2.1 Termination of this Agreement; or

13.2.2 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief.

13.3 These remedies are cumulative to the extent the remedies are not inconsistent, and Parties may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

14. MISCELLANEOUS PROVISIONS

14.1 Dispute Resolution. The Parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.

14.2 Waiver. Failure of either Party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.

14.3 Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

14.4 Governing Law, Forum, and Venue. All matters in dispute between the Parties to this Agreement arising from or relating to the Agreement, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by the Parties of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Agreement will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Klamath County, Oregon.

14.5 Time is of the Essence. The Parties agree that time is of the essence with respect to all provisions of this Agreement.

14.6 No Third-Party Beneficiaries. District and KIRG are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.

14.7 Headings. The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.

14.8 Force Majeure. Neither Party will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that Party.

14.9 Multiple Counterparts. This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

14.10 Merger and Construction. This Agreement contains the entire agreement of the District and KIRG with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings. This Agreement is the result of bilateral negotiations between the Parties, and the provisions of this Agreement are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.

14.11 Compliance with Law. The District and KIRG agree to comply with all federal, state and local laws applicable to the Parties or the subject matter of this Agreement.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

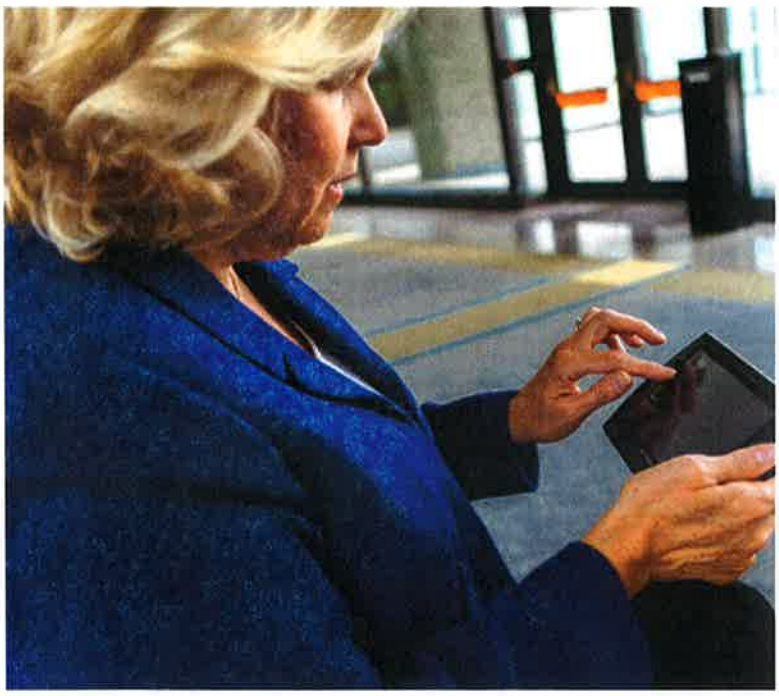
DISTRICT:	**KIRG:**
Klamath 911 Emergency Communications District	Klamath Interoperability Radio Group
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

Equipment & Installation Quote

MOTOROLA SOLUTIONS

QUOTE-2593842



KLAMATH COUNTY INTEROPERABILITY GROUP

04/09/2024

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MOTOROLA SOLUTIONS

QUOTE-2593842

04/09/2024

KLAMATH COUNTY INTEROPERABILITY GROUP
KLAMATH COUNTY INTEROPERABILITY GRP
2543 SHASTA WAY
KLAMATH FALLS, OR 97601

Dear Jessica Gipson,

Motorola Solutions is pleased to present KLAMATH COUNTY INTEROPERABILITY GROUP with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide KLAMATH COUNTY INTEROPERABILITY GROUP with the best products and services available in the communications industry. Please direct any questions to Garret Winter at gwinter@daywireless.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Garret Winter

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

QUOTE-2593842

Billing Address:
KLAMATH COUNTY
INTEROPERABILITY GROUP
KLAMATH COUNTY
INTEROPERABILITY GRP
2543 SHASTA WAY
KLAMATH FALLS, OR 97601
US

Quote Date:04/09/2024
Expiration Date:06/08/2024
Quote Created By:
Garret Winter
gwinter@daywireless.com

End Customer:
KLAMATH COUNTY INTEROPERABILITY GROUP
Jessica Gipson
Jgibson@kc911.us
541-884-4876

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	GTR 8000 Base Radio					
1	T7039A	GTR 8000 BASE RADIO	1	$0.00	$0.00	$0.00
1a	X265AM	ADD: BR PRESELECTOR, (150-174 MHZ)	1	$500.00	$400.00	$400.00
1b	CA01953AA	ADD: POWER EFFICIENCY PACKAGE	1	$500.00	$400.00	$400.00
1c	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1	1	$0.00	$0.00	$0.00
1d	X182CB	ADD: DUPLEXER, 144-160 MHZ	1	$1,380.00	$1,104.00	$1,104.00
1e	X530BG	ADD: VHF (136-174 MHZ)	1	$6,300.00	$5,040.00	$5,040.00
1f	X153AW	ADD: RACK MOUNT HARDWARE	1	$50.00	$40.00	$40.00
1g	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	1	$16,900.00	$13,520.00	$13,520.00
	GTR 8000 Base Radio					
2	T7039A	GTR 8000 BASE RADIO	1	$0.00	$0.00	$0.00
2a	X265AM	ADD: BR PRESELECTOR, (150-174 MHZ)	1	$500.00	$400.00	$400.00
2b	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1	1	$0.00	$0.00	$0.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc. 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2c	X182CB	ADD: DUPLEXER, 144-160 MHZ	1	$1,380.00	$1,104.00	$1,104.00
2d	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	1	$16,900.00	$13,520.00	$13,520.00
2e	X530BG	ADD: VHF (136-174 MHZ)	1	$6,300.00	$5,040.00	$5,040.00
2f	X153AW	ADD: RACK MOUNT HARDWARE	1	$50.00	$40.00	$40.00
2g	CA01953AA	ADD: POWER EFFICIENCY PACKAGE	1	$500.00	$400.00	$400.00
	Product Services					
3	LSV00Q00203A	DEVICE INSTALLATION	1	$28,571.43	$28,571.43	$28,571.43
Grand Total						$69,579.43(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc : 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

Quote #QO54080

Customer ID: 15896

Day Management Corp.
Day Wireless Systems
3669 Aviation Way
Medford OR 97504
United States

Date 05/03/2024
Terms NET 30-GOV
Expires 07/31/2024
Representative Garret Winter
Direct Phone (541) 321-3013
E-Mail gwinter@daywireless.com
Shop Phone (541) 772-5602
Customer Contact Jessica Gibson
Contact Phone (541) 884-4876
Project Name ROM Installation of (2) Repeaters

Bill To
Klamath 911 Emerg.Comm. Dist. 2543 Shasta Way Klamath Falls OR 97601-4355 United States

Ship To
MIKE CLARK DAY WIRELESS SYSTEMS 2795 ANDERSON BLVD #13 KLAMATH FALLS OR 97601 United States

Quantity	Description	Rate	Amount
1	Tower Crew Labor	$15,000.00	$15,000.00
1	Medford Staging, Installation, Configuration, Acceptance Testing,	$12,000.00	$12,000.00
1	Antennas, Feedline, Standoff's etc.	$10,000.00	$10,000.00
1	Travel/Per Diem	$4,000.00	$4,000.00
1	FCC License for adding (2) repeater pairs	$2,485.00	$2,485.00
1	Shipping	$485.00	$485.00

Subtotal	$43,970.00
Total	$43,970.00

LEGAL NAME OF PURCHASER

P.O. NUMBER

AUTHORIZED SIGNATURE

DATE

DAY WIRELESS SYSTEMS

Quote #QO54080

Customer ID: 15896

By approving this quotation, the customer is agreeing to purchase the items listed in the quote. The customer will be invoiced for the items as they arrive at a DWS facility and is expected to pay according to the terms of the quote or Net30. If the customer cancels any part of the order, the equipment must be picked up from the DWS facility. Normally stocked items may be returned for a 20% restocking fee, but non-stock items are not eligible for return and must be picked up and paid for in full at the DWS facility. Shipping and handling charges, as well as any applicable sales tax, may be included on the invoices. The terms of the order are subject to credit review. This quote is subject to review by management for completeness and accuracy, and prices are firm for 30 days unless otherwise stated. If paying by card the processing fee will be charged up to 3.5% of the transaction.

*** Customers should reference the quotation number on any correspondence or purchase orders. ***
*** There may be a $25 charge for insufficient funds and a 1.5% late fee may apply. ***

EXHIBIT B

Maintenance & Support Agreement

Contract: Stukal Maintenance Agreement

Statement of Work
Maintenance & Support Agreement

Prepared for:

Klamath Interoperable Radio – KIRG
2543 Shasta Way
Klamath Falls, OR 97601

Provided by:

Day Wireless Systems
63710 Paramount Dr
Bend, OR 97701

3/17/2025

DRAFT

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Infrastructure ..... **Error! Bookmark not defined.**

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Executive Summary

KIRG relies upon their communications systems for daily operation. It helps the property to be more efficient in their operations. It is also critical for the safety of the employees and guests. Continued repair, preventive maintenance and software updates are necessary for this system to meet the needs of the users.

The package selected by KIRG includes the following:

- Infrastructure Preferred Maintenance
- Infrastructure 24x7 Response
- Yearly PM

The term of this agreement shall be for a period of five years, commencing upon acceptance. Service will be provided 24 hours per day 7 days a week on infrastructure equipment. Preventive maintenance will be scheduled and coordinated to minimize any expected system downtime.

Statement of Work

Infrastructure Preferred Maintenance

DWS will provide labor and materials for the maintenance, service, troubleshooting and repair of equipment as listed in Appendix A as part of the infrastructure. This includes on-site labor, travel, in shop labor, parts to repair equipment, shipping and manufacturer depot repair.

DWS will be notified of issues requiring a response from KIRG via a telephone call-out. The telephone number to contact DWS for call out response is (541) 330-8807. Acknowledgement of call-out will be confirmed by a call back to the person designated by KIRG.

DWS will provide onsite response for Fixed Network Infrastructure based upon the defined severity level of the request.

KIRG may be required to capture and provide certain information for the purpose of diagnosing performance issues with the infrastructure equipment.

Loaner equipment will be provided at no additional cost if available in shop FRU stock.

An annual preventive maintenance will be performed on the equipment. To include the following services.

1. Antenna & Cable
    - Visual inspection

- Sweep Antenna for frequency response
- Sweep RF cable feed line for Distance to Fault

2. Repeaters and Base Stations
   - Visual inspection
   - Check VSWR & power output with Thru-Line wattmeter
   - Check RX Sensitivity
   - Check frequency error
   - Check error log
   - Alignment of equipment to manufacturer specifications
   - Update software to current version (Trbocare required)
3. Duplexer, Combiner, Preselector
   - Visual inspection
   - Check operation and connectivity
   - Retuning if applicable
4. UPS - Back Up Power
   - Verify connections
   - Test if applicable

Infrastructure Severity Level Definitions and Response Time

Severity Level 1

Response time will be 4 hours or less, 24 hours per day 7 days per week
or
Response time will be 4 hours or less during business hours or next business day if service request will extend service call passed normal business hours.

- Major System Failure
- 33% of system down or inoperable
- 33% of site channels down or inoperable
- Site environmental alarms (smoke, power failure, fire)

Severity Level 2

Response time will be within 24 hours, or next business day

- Limited system impairment
- Intermittent problems that are causing partial outages or inoperability

Severity Level 3

Response time will be within 5 business days or as scheduled with customer

- Parts questions
- Preventative maintenance
- Upgrades
- Non-emergency maintenance and repair requests

Exceptions

All work requested that is not explicitly defined in this contract will be considered outside of the responsibility of DWS per this contract and performed at the request and approval of KIRG on a Time & Materials basis at a labor rate of $170 per hour.

DWS will not cover "false" call outs due to operator error or negligence. Call outs due to operator error or negligence will be billed on a Time & Materials basis at our normal labor rate of $170 per hour.

DWS will not be responsible for the resolution of any pre-existing conditions.

Interference: DWS will verify proper transmit and receive functionality of the radio system within manufacturer's specifications. If it is determined that the radio system is being interfered with by other RF sources, DWS will not be responsible to investigate or resolve the interference under the terms of this agreement.

The diagnostics, configuration, or repair of KIRG network between sites.

Antennas, batteries, computers, are not covered by this contract.

Physical and/or liquid damage will not be covered under this contract.

Non-performance or delayed performance caused by a third party such as an act of god, labor disturbance, government entity, wind, lightning, or any other similar cause (Force Majeure)

Pricing

SERVICE	MONTHLY CHARGE
INFRASTRUCTURE PREFERRED MAINTENANCE	
INFRASTRUCTURE 24X7 RESPONSE	
MONTHLY TOTAL	$340.00

Contract Dates

Date Maintenance Begins: May 1, 2025 Date: Maintenance Ends: April 30 2030

Contact Information

Day Wireless Systems

63710 Paramount Dr
Bend, OR 97701
(541) 330-8807

Shop Manager

Christy Mcclung
cmcclung@daywireless.com
541-948-7401

Customer Name

Klamath Interoperable Radio - KIRG

Customer address

2543 Shasta Way, Klamath Falls OR 97601

Primary Contact

Mike Smith
msmith@klamath911.gov
(503) 577-3609

DRAFT

Signature

Klamath Interoperable Radio – KIRG

Day Wireless Systems

By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
	_____		_____
	_____		_____

Appendix A –Equipment Inventory

2 GTR 8000 VHF repeaters, 2 duplexers, 2 antennas

Appendix B – Terms and Conditions

1. **DEFINITIONS.** "DWS" shall mean Day Wireless Systems. "Licensee" shall mean and apply to the FCC Licensee, or the User, or the Purchaser of the equipment to be maintained by the terms of this agreement.

2. **PERFORMANCE OF MAINTENANCE.** DWS agrees to provide maintenance (as defined below) for the Licensee of the equipment described on the previous page of this agreement beginning and ending on the dates indicated in consideration of Licensee's payment of the monthly maintenance charges. Maintenance shall include the labor and parts required to repair equipment, which has become defective through normal wear and usage.

3. **MAINTENANCE STANDARDS.**

a. The equipment will be maintained by DWS in accordance with these standards: (I) Motorola parts of equal quality will be used; (II) oil, water, dust and foreign substances will be removed from the equipment; (III) the equipment will not be subject to mechanical abuse; (IV) the equipment will be maintained at the levels necessary to provide the required communication; (V) routine maintenance procedures will be followed; and (VI) all maintenance work will be done by qualified technicians. The equipment will be inspected and adjusted periodically and as often as required. Maintenance service does not insure uninterrupted operation of the equipment.

b. EXCEPT FOR THE FOREGOING, DWS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **TIME AND PLACE OF MAINTENANCE WORK.** Maintenance work on the base station and other fixed equipment shall be performed at the location of the equipment, and the Licensee shall furnish heat, light, and power at the locations. Mobile units and removable equipment shall be delivered by the Licensee to the place of service indicated on the previous page of this agreement.

5. **EXCLUSIONS.**

a. This agreement does not include maintenance of any transmission line, antennas, tower, or tower lighting, unless such work is described on the previous page of this agreement, such maintenance may be furnished upon request at mileage, materials, and labor rates prevailing at the time of each call.

b. Maintenance does not include the repair or replacement of equipment which has otherwise become defective, including, but not limited to, damage caused by accidents, physical abuse or misuse of the equipment, acts of God, fires, and does not include extensive maintenance or replacement of equipment due to interference, intermodulation, or other degrading signals causing poor service that the equipment is not designed to reject.

6. **PAYMENT.**

a. DWS shall invoice Licensee on a monthly, quarterly, semi annual or annual basis for all amounts due under this agreement. Licensee agrees that payment shall be made in thirty (30) days after the date of the invoice.

b. Each invoice shall be due and payable whether or not the equipment is operating, and DWS may terminate this agreement by giving Licensee ten (10) days notice by certified mail if the Licensee defaults in its payment to DWS.

7. **FCC RECORDS.** Application and statements of fact when required by the Federal Communications Commission must be subscribed and sworn to by the Licensee, and the Licensee is responsible for meeting FCC requirements. However, DWS will provide the Licensee with forms, advice, and technical assistance, including frequency, modulation and power measurements, to aid in meeting those requirements.

8. **INTERRUPTION OF SERVICE.** The Licensee shall notify DWS in the event of the failure or malfunction of the unit. If DWS fails to repair the unit within a reasonable time, the Licensee shall notify the Headquarters Office in writing. After said notice from the Licensee to the Headquarters Office, DWS shall be liable for any interruption or interference affecting the use of or transmission through the equipment maintained to the extent of a pro rate allowance based on the monthly maintenance fee for the time such interruption or interference is attributable to the fault of DWS.

9. **FORCE MAJEURE.** DWS shall not be responsible for any damages, delay in performance or failure to perform under this Agreement if such damage, delay in performance, or failure to perform is caused by any acts or omissions of Licensee, fire, strike, or other labor disputes, embargo, government regulations or requirements (legislative, judicial, military or otherwise), power failure, electrical power surges or current fluctuations, lightning strike, flood war, water, the elements, or other forces of nature, delays or failures of transportation, equipment shortages, suppliers' failures or other causes beyond its reasonable control, whether or not similar to the foregoing.

10. **CONTRACT RENEWAL.** After the "Date Maintenance Ends" indicated on a previous page of the agreement, this agreement will be auto-renewed for one (1) year extensions and a 5% price increase.

11. **TERMINATION** DWS or the Licensee may terminate this agreement at any time, without cause and without penalty, by giving the other party thirty (30) days advance written notice of termination to the other party. Either party may terminate this Agreement for material breach upon ten (10) days advance written notice specifying such breach unless the breach is cured within such ten (10) days. The Trbocare portion of the agreement is not subject to termination and must be paid in full for the 10 years of the agreement.

12. **WAIVER.** Failure or delay on the part of DWS to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

13. **PRIOR NEGOTIATIONS.** This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations, and agreements.

14. **AMENDMENT.** No revision of this agreement shall be valid unless made in writing and signed by a General Manager or corporate officer of DWS and an authorized agent of the Licensee.

15. **CONTROLLING LAW.** The parties agree that the terms of this Agreement shall be interpreted in accordance with the laws of the state of Oregon. Licensee agrees that venue of any action to enforce this Agreement shall be in Clackamas County, Oregon.

16. **WAIVER OF BREACH.** The waiver by DWS of any term under this Agreement is not a waiver of any other term or the waiver of the same term at any other time.

17. **NOTICES.** Any notice required or permitted to be given under any of the provisions of this Agreement or governing law shall be given in writing and either hand delivered or sent by certified first class mail, postage prepaid, to the Licensee's address on the face of this Agreement and to DWS at 4700 SE International Way, Milwaukie, OR 97222.

18. **ATTORNEYS' FEES.** In the event DWS retains an attorney to compel compliance with the terms of this Agreement, DWS shall be entitled to recovery attorneys' fees, collection costs incurred, and any other associated fees and charges.

19. **SEVERABILITY.** If any portion of this Agreement is declared invalid, the remainder of this Agreement shall continue to be binding upon the parties.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between Licensee and DWS. This Agreement may be amended only by written instrument executed by both parties.

21. **LIMITATION OF LIABILITY.** In no event shall DWS be responsible to the Licensee for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof. DWS's liability to the Licensee, if any, shall in no event exceed the total amount paid hereunder to DWS by the Licensee.

Appendix C - Holidays

Day Wireless observes ten paid holidays annually as follows:

Holidays
New Year's Day
MLK Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

DRAFT

EXHIBIT C

Tower Site Lease Agreement

TOWER SITE LEASE AGREEMENT

This Tower Site Lease Agreement (hereinafter referred to as "Agreement") is entered into and effective as of this ____ day of March, 2025 (hereinafter "Commencement Date"), by and between Day Management Corporation dba Day Wireless Systems (hereinafter "Lessor") and Klamath Interoperability Radio Group (hereinafter "Lessee").

1. **Lease of Site:** Lessor authorizes Lessee to install, operate and maintain at Lessor's Communications Site (hereafter referred to as "Premises") as described on Exhibit 1, at Lessee's sole expense and risk, communications equipment along with associated other electronic equipment and mounting structures designated on Exhibit 1 of this Agreement ("Equipment"), at places designated by Lessor and installed by Lessor or a pre-approved contractor. Any change or addition to the Equipment must be pre-approved by Lessor and may be subject to additional charges at Lessor's sole discretion. Lessee shall, at all reasonable times, have the unrestricted right to enter or leave the Premises where Lessee's Equipment is located unless restrictions are specified in Exhibit 1. Lessee agrees to take, at Lessee's own expense, all measures and precautions necessary to render Lessee's Equipment inaccessible to unauthorized persons. Lessor agrees that it will not give unauthorized persons access to the Equipment. Lessee shall maintain Equipment in good working order and in accordance with the installation standards in section 17 and as listed in Exhibit 1. At any time during the Term (defined below), Lessor may, at its election, replace or rebuild the Tower or a portion thereof or reallocate tower space. Lessee shall relocate Lessee's equipment on the new tower or at a new location on the existing tower at Lessee's expense.

2. **Term:** The initial term of this Agreement shall be five (5) years commencing on May 1, 2025 ("Initial Term"). After the Initial Term of this Agreement expires, this Agreement shall automatically renew for four (4) successive additional periods of five years (each a "Renewal Term", collectively the Initial Term and Renewal Terms are referred to as "Term"). The Premises may be subject to terms and provisions of an underlying lease executed by and between Lessor as tenant or site manager and other parties as landlord and/or site owner. Lessee hereby agrees to abide by such terms and provisions in addition to those identified in this Agreement. Either party may terminate this Agreement at the end of any Term with thirty (30) days prior written notice. In any event, this Agreement will terminate when Lessor's underlying lease terminates, if applicable.

3. **Rent:** Rent for the first year of the Initial Term shall be $6,000.00 (Six thousand dollars and 00/100) per year (hereinafter "Rent"), payable in equal monthly installments of $500.00, in advance without invoice, to Day Management Corporation dba Day Wireless Systems, P.O. Box 22169, Milwaukie, OR 97269-2169. Commencing on the first anniversary of the Commencement Date and on each anniversary throughout the Term thereafter, rent shall increase by 4% annually.

4. **Agreement Fees:** In the event payment of Rent or other fees payable under this Agreement is not received in full when due, Lessee agrees to pay a finance charge at the rate of two percent (2%) per month which is an annual rate of 24% on all unpaid Rent and any other fees payable under this Agreement over ten (10) days due. Lessee agrees to pay a fee of $25.00 for each payment provided by Lessee to Lessor that is returned for lack of sufficient funds. Payments made by credit card may incur a processing fee up to 3.5% of the transaction amount. At any

time after the Initial Term, Lessor may, upon thirty (30) days' notice, increase the Rent to reflect current market rates. If Lessee disputes any account balances, invoices, credits, or statements, Lessee must provide written notice to Lessor within thirty (30) days of the above-received document that is being disputed. No action will be taken for disputed account balances, invoices, credits, or statements beyond thirty (30) days unless prior written notice has been received.

5. **Other Fees:** Lessee may be required to pay all, a portion of, or the increase in any Lessee fees, regular, revenue-share, or special use fees, assignment fees, permit fees, credit card acceptance fees, road use fees, charges and taxes (municipal, state, and federal) which may now or hereafter be imposed upon Lessee and/or Lessor for operation of or the ownership of the Equipment. Lessee's electrical consumption or power generation fees are not included in Rent. A backup power system fee shall be assessed in the amount of $600.00 per year and will be paid with Rent and will increase annually with Rent, on schedule. For every invoice that Lessee requests invoiced through any means other than Lessor's then-current billing system, including but not limited to a Lessee or third-party portal, a $25.00 fee per invoice (an "Invoice Fee") shall apply. The Invoice Fee is subject to a four percent (4%) annual increase effective on each anniversary of this Agreement's Commencement Date.

6. **Termination/Expiration/Holding Over:** On expiration or early termination of this Agreement, Lessee shall deliver all keys to Lessor and surrender the Premises in the same condition as at the commencement date, subject only to reasonable wear from ordinary use. In the event this Agreement is terminated pursuant to Paragraphs (2) or (14) hereof, and so long as the Equipment remains on the Premises (even if it has been disconnected), Lessee shall pay to Lessor a hold-over fee equal to one hundred percent (100%) of the then effective total Rent, prorated from the effective date of termination to the date the Equipment is removed in its entirety from the Premises. Lessor shall have the right (but not the obligation) to disconnect and remove the Equipment from the Premises. If Lessor disconnects and removes the Equipment, Lessee shall pay to Lessor upon demand three hundred percent (300%) of the disconnection, removal and storage expenses incurred by or on behalf of Lessor. If Lessee does not reclaim such Equipment within forty-five (45) days, Lessor has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement. Should Lessee fail to vacate the Premises pursuant to the terms of this Agreement, Lessor may at its sole discretion, charge Lessee a fee equivalent to four (4) times the Agreement Rent that Lessee is paying at the time of termination plus compounded interest at two percent (2%) per month. Such sums will be pro-rated on a daily basis until such time that Lessee vacates the Premises.

7. **Condition of Site:** Lessee takes the Premises as-is and Lessor shall have no responsibility for its condition, or damage suffered by the Lessee or any other person due to such condition. Upon expiration or termination of this Agreement, Lessee will remove all Equipment from the Premises, which was placed there by Lessee and will restore the Premises to its original condition, reasonable wear and tear notwithstanding.

8. **Liability:** Except for its own acts, Lessor shall not be liable to Lessee or to any other person for any loss or damage, including incidental, consequential or special damages, regardless of cause. Specifically, but without limiting the generality of the foregoing, Lessor shall have no liability for any loss or damage due to personal injury, property damage, libel or slander, or imperfect or unsatisfactory communications experienced by the Lessee for any reason whatsoever. Lessee will indemnify and hold Lessor harmless from any loss, damage, or liability, consequential or otherwise, occasioned by growing out of, or arising, or resulting in connection with this Agreement or any act or failure to act by Lessee, its agents, or employees.

9. **Installation and Interference:** Lessee will install, operate and maintain its Equipment in accordance with applicable laws, ordinances, rules, and regulations, including but not limited to FCC rules, and so as not to cause interference with any other transmitting or receiving Equipment whether located on the Premises or not. In the event Lessor finds the Equipment causes such interference, at its sole cost and expense, Lessee shall take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within forty-eight (48) hours, Lessor has the right to disconnect and remove any Equipment not in compliance with this paragraph.

Prior to any construction or installation activities, Lessee will obtain a Notice to Proceed ("NTP") from Lessor and will reasonably comply with Lessor's NTP process:

a. All installations of antennas and other apparatus upon the Premises shall be made by Lessor or a pre-approved contractor, and all repair and maintenance of such antennas and other apparatus on said tower shall be performed solely by Lessor or a pre-approved contractor.

b. Installation of Equipment and apparatus within the building located on the Premises shall be performed by Lessor or with Lessor's consent and Lessor shall have the right to restrict Lessee regarding the place of installation of Equipment, type, and amount of equipment installed – and as to the condition of said equipment and any appurtenance.

c. Lessor at its sole discretion may authorize approved installation contractors but will require a $2,000.00 installation inspection fee.

10. **Personal Lease:** This Agreement is personal to Lessee and no assignment or sublease in whole or part shall be valid without the written consent of Lessor. Lessor may assign its rights under this Agreement to any other party.

11. **Insurance:** Lessee shall carry during the term of this Agreement public liability and property damage insurance with respect to the Equipment and activities in the amounts detailed below.

On or before the commencement date of this Agreement, Lessee shall provide Lessor with certificates of insurance evidencing required coverage in force for the Premises with a thirty (30) day notice to Lessor requirement for cancellation, non-renewal, or material change. Each certificate must be Premises specific and name Lessor as an "additional insured" on each policy, except workers compensation insurance policies. Lessee will cause each insurance policy it obtains to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered. All insurance shall be maintained during the term of the applicable Agreement in companies legally qualified to transact business in the state where the applicable Premises is located. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Premises, but coverage shall not be reduced at the Premises by activities at Lessee's other property.

Lessee shall insure its Equipment and the property of others for which Lessee is responsible, against all loss or damage, including business interruption, in an amount no less than full replacement value. Lessor shall not provide any such insurance, and assumes no responsibility for damage occurring to Lessee's equipment, or that of Lessee's Contractor's and/or subcontractor's, including business interruption.

- Business Automobile Liability: Lessee shall obtain and maintain Bodily Injury and Property Damage Liability insurance on all owned, hired and non-owned vehicles with minimum limits of:

1. Combined Single Limit	$1,000,000.00

- Commercial General Liability: Lessee shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

1.	Policy Form	Occurrence
2.	General Aggregate Limit	$2,000,000.00
3.	Products & Completed Operations Limit	$2,000,000.00
4.	Personal Injury & Advertising Injury Limit	$1,000,000.00
5.	Each Occurrence Limit	$1,000,000.00
6.	Damage to Premises	$ 100,000.00
7.	Medical Expense Limit	$ 5,000.00

12. **Notice Address**: All notices, requests, claims, demands, and other communications hereunder shall be by written notification and shall be delivered to the respective parties at the addresses first written below, and as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by a nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

Lessor: Day Management Corporation dba Day Wireless Systems
Tower Sites Division
6430 SE Lake Road
Milwaukie, OR 97222

Telephone: (503) 659-1240
E-mail address: dwssites@daywireless.com

Lessee: Klamath Interoperability Radio Group
2543 Shasta Way
Klamath Falls, OR 97601

Telephone: 541-884-4876
E-mail address: jgibson@klamath911.com

Email and phone listed above are for informational purposes only.

13. **Prior Negotiations:** This Agreement constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements. No revision of this Agreement shall be valid unless made in writing and signed by authorized agents of both Lessor and Lessee.

14. **Default:** Time is of the essence. The following shall be events of default: (a) Failure to pay fees or Rent when due in accordance with Section 3; or (b) failure to comply with any term or condition of this Agreement, other than payment of fees or Rent, within thirty (30) days after written notice specifying the nature of the non-compliance. In the event of default by the Lessee, Lessor may terminate this Agreement without further notice to Lessee

15. **Applicable Law and Venue:** Lessee agrees that all transactions arising hereunder shall be governed and interpreted by the laws of the state in which the Premises resides. Lessee agrees that venue of any action to enforce this Agreement shall be designated by Lessor.

16. **Hazardous Substances:** Lessee shall not generate, release, store, or deposit on the Premises any environmentally hazardous or toxic substances, materials, wastes, pollutants, oil, or contaminants, as defined by any federal, state, or local law or regulation. Lessee shall promptly notify Lessor of any release of Hazardous Substances in, on, or about the Premises of which Lessee or Lessee's agents or employees become aware. To the fullest extent permitted by law, Lessee shall indemnify, defend, protect and hold harmless Lessor from and against any and all claims, losses, damages, response costs and expenses of any nature whatsoever arising during or after the Term, directly or indirectly from the use, storage, disposal, release or presence of Hazardous Substances on, in, or about the Premises that occurs by Lessee or entity other than Lessor. The provisions of this section, including the indemnification provisions set forth herein, shall survive the termination of this Agreement.

17. **Attorneys' Fees:** Lessee agrees to pay in the event of a default, all of Lessor' attorneys' fees, plus all attendant costs whether or not litigation is initiated.

18. **System and Installation Standards:** Lessee shall comply with the following:

a. All in-building equipment will be labeled with Lessee's name, the name and phone number of a technical contact, an emergency contact, operating frequencies, transmit power, and ERP. Lessee will post a copy of Lessee's valid FCC License(s) for all licensed frequencies.
b. Antennas must be mounted with only approved mounts or other specified mount. Antennas and microwave dishes that require stabilizing arm(s) must use required devices.
c. Appurtenance's that require a mounting surface larger than the tower leg provides requires a face type mount incorporating any ancillary items for that antenna (stiff arm, ice shield).
d. All mounting devices and hardware must be hot-dip galvanized or stainless steel.
e. Welding, drilling, or structure modifications of any kind are not permitted without prior written approval of DWS.
f. All radio equipment needs to attach to internal grounding halo (if provided).
g. All penetrations must be weather and pest sealed.
h. All lines must be routed down to equipment in an orderly fashion. Lines must also route in cable management system (if provided). If there isn't a cable management system, then lines must be tied at intervals no greater than three (3) feet. All lines shall be tied to cable ladder (if provided) in a manner not to impede future use or damage other lines.
i. All lines must be marked via colored tape pattern at antenna, tower base, both sides of cable entry to facility, and at internal equipment. If lease authorizes "spare" lines, they must be marked, terminated with proper load, and

weatherproofed. Lessee may not use a color pattern currently in use. Lessee must denote the color pattern used and placed with contact information.

j. All conductors and coax type lines need lightning arrestors at entry to facility. Approved arrestors include: Poly Phaser, Gas, MOV, and Silicone Avalanche Diode.
k. All lines must be grounded in a minimum of three (3) places: the top and bottom of the vertical cable run, and at the entry to facility. Please make change request prior to installation.
l. All line entries into facility must be sealed upon completion of install.
m. When possible, lines need to be installed with a "drip loop" in the line after leaving the tower en route to the facility. All transmission lines must be secured using stacking, cushion, butterfly, or stack block type hangers.
n. Lessee must cooperate in a timely fashion with DWS and other parties, including tenants of other sites, when called upon to investigate a source of interference, whether or not it can be proven that their equipment is involved.
o. Upon termination of the Agreement ALL equipment will be removed from site within thirty (30) days, unless prior arrangements have been authorized by DWS. If Lessee replaces equipment then ALL old equipment that is no longer part of the Agreement will be removed from the Site within thirty (30) days, unless prior arrangements have been authorized by DWS. If any such equipment is not removed as specified above DWS will continue to charge rent in thirty (30) day periods until Lessee provides proof that said equipment is removed.
p. Filters, cavities, and circulators, isolators, combiners, and multi couplers are required as industry standard. Special site requirements should be noted in Exhibit 1.
q. Transmitters, receivers, combiners, multi couplers, and antennas must meet manufacturer's specifications in operation and mounting.
r. Cabinets must be bolted to the floor and or braced to the ceiling and grounded.
s. No later than 15 days beyond substantial completion of installation, Lessee will return the provided site drawing delivering the as built condition is in accordance with authorized equipment and locations. Lessee will also submit the completed installation documents including installation photographs as verification installation standards are met along with any permits, studies, determinations, licenses, or authorizations in copy needed in the course of installation.
t. If DWS is operating the Site via an underlying land lease or site management agreement Lessee agrees to abide by any additional technical standards required by any said land owner. These additional standards are available upon request.
u. Lessee agrees to abide by additional specifications in a timely manner if DWS provides notification of an update to the System and Installation Standards.
v. All tower installations and modifications will require a structural analysis at Lessee's expense.

***** Continued on next page *****

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Agreement as of the latter signature date below.

Lessor:

Day Management Corporation
dba DAY WIRELESS SYSTEMS

By:

Its: Director of Towers

Date:

Lessee:

Klamath Interoperability Radio Group

By:

Its:

Date:

Exhibit 1

Customer Information			
Customer Name	Klamath Interoperability Radio Group	Primary Contact Name	Jessica Gipson
Billing Address		Primary Contact Phone	541.884.4876 ext 3
Billing Address	2543 Shasta Way	Primary Contact Email	jgibson@klamath911.gov
City	Klamath Falls OR		
State	OR	Secondary/Consultant Contact Name	Joanie Rote
Zip	97601	Secondary/Consultant Contact Phone	541.884.4876
		Secondary/Consultant Contact Email	jrote@klamath911.gov
Emergency Phone	541.884.4876		
Emergency Email		Shipping Address, if applicable	
		Shipping Address, if applicable	
Billing Contact	Jessica Gipson	City	
Billing Phone	541.884.4876 ext 3	State	
Billing Email	jgibson@klamath911.gov	Zip	
Paperless Billing? Yes/No	NO		
Paperless Billing Email Addresss	jgibson@klamath911.gov		
Site Information			
DWS Site Name	Stukel		
ASR		Latitude (NAD 83)	42 05' 53" N
FCC ID		Longitude (NAD 83)	121 38' 04" W
Customer Site Name			
Customer Site Number		County	Klamath
		State	OR
Tower Type	Guyed	Tower Height	93'
Installation Information			
Installation Type		Desired Installation Date	
Type of Service			
Project Summary		* Attach Construction Drawings	
New installation of (2) Omni on tower, (2) receiver in shelter.			
Radio Installation Contractor		Maintenance Contractor	
Tower Installation Contractor		Antenna Mount Make & Model	

Antenna / Feedline Information ☐ Not Applicable

*Attach Cut Sheets

	Antenna #1	Antenna #2	Antenna #3	Antenna #4	Antenna #5	Antenna #6
Existing/New/Remove	New	New				
Type of Antenna	148 - 174 MHz 2.15 dBi Fiberglass Omni Antenna	148 - 174 MHz 2.15 dBi Fiberglass Omni Antenna				
Quantity	1	1				
Manufacturer	Telewave, Inc.	Telewave, Inc.				
Model *Attach Cut Sheets	ANT150F2	ANT150F2				
Desired Mounting Height	88'	65'				
Length (feet)	6	6				
Weight (lbs)	12	12				
Azimuth(s)						
Tower Leg						
Feedline Count						
Size of Feedline						

Exhibit 1

Interior Space Information ☐ Not Applicable

				Length	Width
Rackspaces (Customer Provided or Comm. Rack)	One	Additional Space Requirements			
Rack Units (Comm. Rack Only)		Batteries	☐ 2		
Radio Model (Comm. Rack Only)		Combining	☐ 1		
		UPS	☐ 1		
Voltage		Cabinet	☐		
Estimated kw/month consumption		HVAC	☐		
		Wall Mounted	☐		

Radio Equipment Information ☐ Not Applicable

	Radio #1	Radio #2	Radio #3	Radio #4	Radio #5	Radio #6
Existing/New/Remove	New	New				
Class of Service	Licensed					
FCC Call Sign	WQUN767					
Manufacturer	GTR	GTR				
Model Number	8000	8000				
TX Frequency	150	151				
RX Frequency	155	156				
Channel Width (Mhz)						
Channel Center						
TX Power	100.000	100.000				
ERP	100.000	100.000				

Disclaimers

All installations and modifications must meet federal, state, and local requirements as well as Day Wireless installation standards. NEPA, SHPO, structural analysis, geotechnical investigation, building permit, land use application, special use permit, and/or easements may be required. Pre-payment is required when a structural analysis is needed. Installations must be performed by Day Wireless and/or certified and approved installation contractors via NTP. Customer must pay a $500 application fee at the time of colocation application submission. Customer may not offset or discount the $500 application fee in any manner whatsoever, regardless of the terms contained in purchase orders or similar instruments. Day Wireless Systems will not process an application until the $500 application fee is paid in full.