

DRAFT
Communication Site Use Agreement
Memorandum of Understanding (MOU)

Between

The United States of America
Department of Homeland Security
U.S. Immigration and Customs Enforcement

and

Missoula County

THIS MOU is hereby entered between Department of Homeland Security, U.S. Immigration and Customs Enforcement hereinafter referred to as ICE and Missoula County hereinafter referred to as the County.

WITNESSETH:

The parties hereto agree as follows:

- A. WHEREAS, the County has a tower and shelter building located at a site called "Point 6" at grid coordinates: Latitude: 47.039405 Longitude: - 113.988103
- B. WHEREAS, ICE desires to occupy space in this building and space on the tower as described in Exhibit "A" to install an RF repeater and antenna.
- C. WHEREAS, ICE desires T1 circuit transport/backhaul via the County microwave link (1st Hop) from "Point 6" to the site named "Miller Peak" where the circuit will be cross connected to the Montana State microwave and routed to Ft. Harrison (Montana Highway Patrol site) to a Telco T1 circuit DMARC (2nd Hop). ICE requests access to and use of one 110v, 20amp circuit/outlet to power the RF equipment.
- D. WHEREAS, ICE and the County have determined that the best interest of the United States Government and the County would be served, and the most efficient and economical method of satisfying the requirements for improving communication for ICE operations would be met through a combined effort of both parties.

NOW THEREFORE, it is agreed as follows:

1. AUTHORIZATION TO OCCUPY:

The County hereby grants ICE the right to install, operate, and maintain at ICE's sole risk and expense, antennas, and associated equipment at "Point 6".

2. TERM:

This agreement shall commence upon the date of full execution and will continue unless terminated prior thereto in accordance with the cancellation provision.

3. CANCELLATION:

This agreement can be terminated at any time by either party by providing a one hundred eighty (180) written notice to the other party

4. RIGHT OF INGRESS AND EGRESS:

The County will grant ICE, the right of access to the communication premises for the purpose of allowing ICE's communications technicians, contract agents, or representatives to inspect, operate, maintain, and repair ICE's equipment.

5. COUNTY DETERMINATION:

The County agrees that the property installed on said premises by ICE shall be and remains property of ICE and shall not become a fixture of, accession of the realty, and must be removed by ICE within ninety (90) days after termination of this MOU and property restored pursuant to paragraph 6 below.

6. RESTORATION:

ICE shall cease use of the premises within ninety (90) days after such expiration or termination, or within such additional times as may be mutually agreed upon, must restore the premises to as good as existed at the time of ICE's initial entry upon the communication tower under this MOU, excluding

ordinary wear and tear, damage by natural elements and by circumstances over which ICE has no control.

7. HAZARDOUS SUBSTANCE CONTAMINATION:

ICE agrees to remediate, at its sole cost, all hazardous substance contamination on the site that is found to have occurred as a direct result of the installation, operation, and/or maintenance of ICE's equipment.

8. OPERATIONS OF THE GOVERNMENT:

All operations and activities of ICE hereunder shall be conducted in accordance with all applicable laws (State or Federal) and with the rules, regulations, and orders of any government agency (State or Federal) having jurisdiction. If ICE shall ever violate and such law, rule, regulation, or order, The County may direct ICE to cease the violation, and if ICE does not immediately do so, the County may, at its option, terminate this MOU, either immediately or at any time thereafter by giving written notice of termination to ICE. Such termination shall take effect immediately upon receipt of the notice, and if so given, ICE shall immediately cease its operation hereunder and correct such violation or remove its equipment from said premises within the time limit specified in paragraph 5 above.

9. GRANT OF MOU BY ICE:

During the term of this MOU, the County will not grant a MOU to any other party if such grant would in any way interfere with ICE's use of its electronic equipment. In the event that such interference by ICE's equipment or the County's equipment develops, the County shall take immediate steps to eliminate such interference, if possible.

10. QUALIFIED MAINTENANCE PERSONNEL:

ICE shall use only qualified personnel to install, operate, and maintain ICE's equipment installed in and on the County's property.

11. INTERFERENCE WITH RADIO EQUIPMENT

ICE shall not in any way interfere with the County's operation, equipment, or the equipment of the County's other occupants on its facility, or their operations. In the event there is interference, ICE shall take immediate action

to correct and eliminate the cause of such interference. If the cause of such interference cannot be immediately eliminated, ICE will shut down its operations until such interference is eliminated.

12. AUTHORITY FOR RADIO TRANSMISSION:

ICE shall be responsible for securing all transmitting, receiving and authorization certificates.

13. COUNTY DAMAGE TO ICE's PROPERTY:

The County shall not be responsible for loss or damages to any of ICE's equipment or other property due to acts of God, theft, normal wear and tear, circumstances over which the County has no control, or malicious damage.

14. MOU AMENDMENTS:

ICE and the County agree that this MOU can only be amended by written and numbered Supplemental Agreement thereto, duly executed by the representatives of both of the parties hereof.

15. MOU PROVISIONS:

The terms and provisions of this MOU shall be binding upon the parties. Nothing in this MOU is intended to conflict with existing laws and/or regulations, with any contractual responsibilities and obligations imposed by third-party contracts or agreements, or with the agency directives of ICE or the County. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

16. HOLDOVER:

If after the expiration of the MOU, ICE shall retain use of the premises, the MOU shall continue in force and effect on a month-to-month basis. This period shall continue until ICE shall have signed a new MOU or Lease with the County or received notice to terminate the MOU and vacate the premises by the County.

17. TECHNICAL POINTS OF CONTACT:

- a. For the County: Steve Mollenhoff, Office Number: 406-258-3440, Cell: 406-303-1514 Email: smollenhoff@missoulacounty.us
- b. For ICE: "For issues or coordination, please call (866) TACCOM1"

18. NOTICES:

All notices/correspondence shall be in writing, reference the MOU number, and be addressed as follows:

TO ICE: Department of Homeland Security
U.S. Immigration and Customs Enforcement
Attention: Alex Khu, SAC
1 Federal Drive, Suite 1340
Fort Snelling, MN 55111

TO MOA: Missoula County
Attention: Adriane Beck, Emergency Management Director
Address: 200 W. Broadway
City, State, Zip: Missoula. MT 59802

IN WITNESS WHEREOF, the parties hereto have signed their names:

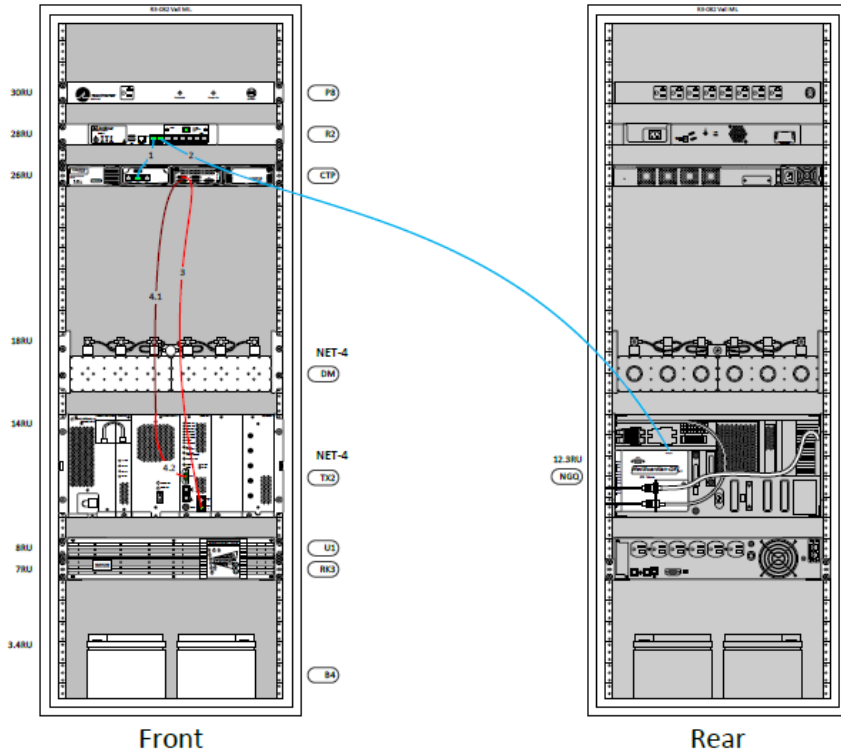
Missoula County

BY: _____ DATE: _____

Department of Homeland Security, U.S. Immigration and Customs Enforcement

BY: _____ DATE: _____

Exhibit "A"
 ICE equipment to be installed at this site into existing shelter rack space:



Rack Number	Rack Height	Ref	Part Number	Manufacturer	Description	System
1	30 RU	P8	RMP 920A	Transtector	20-Amp 9-Outlet Surge Supression 1 RU	Power
1	28 RU	R2	SRX210	Juniper	Primary SRX 210 w/ 1 ea. T-1 Card 1 RU	Backhaul
1	26 RU	CTP	CTP150-FRU	Juniper	Circuit-to-Packet Converter 1 RU	NET-4
1	18 RU	DM	0185417U03	Motorola	VHF Mid Power Duplexer (Legacy)	NET-4
1	14 RU	TX2	T5365A	Motorola	Quantar VHF 125 W Transceiver 5 RU	NET-4
1	12.3 RU	NGQ	NetGuardian-Q8 G2	DPS Telecom	Quantar SNMP Alarm Interface	Networking
1	8 RU	U1	SU1000RTL2UA	Tripp-Lite	SmartOnline 1000VA/800 W UPS 2 RU	Networking
1	7 RU	RK3	4POSTRAILKIT1U	Tripp-Lite	UPS 4-post rail kit 1U	Hardware



Antenna: Telewave ANT150F2 Omni. Length: 60 in. Weight: 10 lbs. Preferred antenna mounting location is at 40 feet or higher on the Missoula facing leg of the tower.