

JOINT COMMUNICATIONS SYSTEM CONTRACT

Between Public Utility District No. 2 of Pacific County

And

Pacific County

THIS AGREEMENT, made and entered into this _____ day of _____ 20____, by and between Public Utility District No. 2 of Pacific County, Washington, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Washington as party of the first part, hereinafter referred to as the “District”, and Pacific County, a political subdivision of the State of Washington, party of the second part, hereinafter referred to as the “County”.

WITNESSETH, whereas the District operates:

- a. a county wide electrical distribution system, and such operation requires county wide mobile and fixed radio communications, and
- b. a county wide fiber-optic based telecommunications wholesale system, and as such desires the use of a county wide microwave system, as a fail-over route, and

WHEREAS, the County operates, for highway maintenance, public safety and other governmental requirements:

- a. a county wide mobile and fixed radio communications, and
- b. a county wide microwave system, and as such desires the use of county wide fiber-optic based system as a fail-over route, and

WHEREAS, such communications require certain electronic facilities located throughout the county at strategic sites, and

WHEREAS, in the best interest of the economy and efficient operation, it is desirous to minimize duplication of such facilities and to provide such facilities on a joint basis,

IT IS NOW; THEREFORE, agreed as follows:

1. Exhibit C is a hierarchical compilation of previous inter-local agreements between the County and the District that are hereby superseded and replaced by this agreement.
2. Exhibit D is a summary of an informal inter-local agreement that was apparently not documented but did exist in practice and with real investment. This informal agreement is hereby terminated and replaced by this agreement. The exhibit gives some background and decommissioning details that will need to be completed.
3. The County shall provide space for the District’s communication equipment at:
(refer to exhibit A for site name abbreviation, GPS coordinates and address)
 - a. NC (North Cove site)
 - b. PSB (Public Safety Building)

- c. HC (Holy Cross site)
 - d. KO (KO Peak site)
 - e. MEG (Megler site)
 - f. RayShp (Raymond Shop Site)
 - g. LB (Long Beach site)
 - h. PCAF (Pacific County Administration Facility)
4. The District shall provide space for the County's communication equipment at:
(refer to exhibit A for site name abbreviation, GPS coordinates and address)
- a. WOC (Raymond PUD Colo.)
 - b. NAS (Naselle Ridge site)
 - c. POC (LB PUD Colo.)
 - d. OYST (Oysterville Substation)
5. The ILW (Ilwaco site) exists on City of Ilwaco property for Public Safety purposes. Both the County and the District contributed to the site development. The County provided the site design and supervised site construction and provides a 48vdc battery backup system. The District paid for the site construction and pays for ongoing electrical service charges. The shared, upfront and ongoing site expenses for this site are considered to be equitable by both parties. Going forward, the District shall provide and install a new HVAC system. The County shall provide and install a new 14 KW generator and transfer switch.
6. The District shall construct and maintain single phase electric service to remote hilltop sites. Monthly electric service will be maintained per below:
- a. HC - County
 - b. KO - County
 - c. MEG - County
 - d. NAS - District
7. The County and the District shall maintain their respective facilities; however, the County will provide operational maintenance for the jointly owned and operated ILW site, the District's NAS site and WOC site per Exhibit E. The cost for maintenance supplies, land lease and road access will be borne by the facility owner or otherwise negotiated and noted by addendum, herein.
8. The County and the District shall provide access to their respective facilities, including any necessary road permissions, access easements, security passes, access keys or access cards. Each party agrees to follow the facility's posted safety and security requirements, which may include but is not limited to safety gear, for example the use of hard hats.
9. The County and the District shall install and maintain their respective communications equipment at each site; including but not limited to:
- a. Antennas
 - b. Feed lines
 - c. Transmitters
 - d. Receivers
 - e. Duplexers
 - f. Cavities

- g. Patch Panels
- h. Network Switches
- i. Routers
- j. Uninterruptable Power Supplies

However, if either party's individual communication needs require additional facilities or services over and above the other party's requirements, including but not limited to:

- a. Building Space
- b. Tower Size or Height
- c. Land
- d. Premise Security

Then, the party of need shall bear the full cost of such facilities or services.

10. The County and the District will use their respective microwave-based and fiber optic-based communications systems to provide fail-over routes for the other party's system. Refer to Exhibit B for an Overview - Statement of Expectations and Bandwidth Set-Aside.
11. The County will be using the District's fiber optic-based communications nodes at its Long Beach site and its Pacific County Administration Facility and that network will become the County's sole method for data transmission to those sites. Therefore, the 25 pair copper cable attached to the District's poles on 2nd Street, Washington Street and Pioneer Road, in Long Beach, will be no longer needed. The District agrees to remove and dispose of the 25 pair cable at their convenience and expense. Note: The County's 25 pair copper cable from its South County Administration Facility to the District's Sandridge Colo will remain in place.
12. The County hereby ends its colocation of equipment in the District's Naselle substation. All County owned copper cable pairs between the Naselle Youth Camp and the County's shop in Naselle will no longer be used. The District agrees to remove and dispose of the County's cable at their convenience and expense.
13. The County and the District shall frequency coordinate their communications system to minimize harmful interference. Furthermore, the individual party causing such interference shall bear the full expense to install the necessary equipment to minimize or eliminate such interference.
14. When third parties are involved, regarding land leases, easements and frequency coordination, each party shall individually negotiate and contract with such third party for its specific needs.
15. The County will provide two analog telephone lines from its PBX to the District, one at the WOC demarc and one at the POC demarc, at no charge to the District. County will maintain those extensions such that the phone numbers used to dial those extensions remain the same.
16. The County will provide a dedicated VLAN to the District with ports at PSB, HC, KO, NC, NAS and MEG for the District's radio dispatch ROIP transport.

17. This agreement may be amended at any time by mutual consent of both parties involved, provided that notice in writing by one party is served thirty (30) days prior thereto upon the other party.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____, 2022.

PUBLIC UTILITY DISTRICT NO. 2 OF
PACIFIC COUNTY, WASHINGTON

BOARD OF COUNTY COMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Mike Runyon, Commisioner

ATTEST

Amanda Bennett
Clerk of the Board

Date

APPROVED AS TO FORM

Prosecutor's Office

WSBA #

Exhibit A Site Name Abbreviation, GPS Coordinates and Address

County Sites

NC	North Cove Site	46-44'-00.20"N 124-03'-23.02"W
1585 Panoramic Ln.	North Cove	
PSB	Public Safety Building	46-39'- 43.50"N 123-48'-37.70"W
300 Memorial Dr.	South Bend	
HC	Holy Cross Site	46-41'-43.00"N 123-46'-21.02"W
491 Hammond Ln.	Raymond	
KO	Peak Site	46-27'-40.20"N 123-33'-01.9"W
6 Forks Creek Ln.	Raymond	
MEG	Megler Site	46-17'-11.00"N 123-53'-50.80"W
80 Houchen St.	Chinook	
RayShp	Raymond Shop Site	46-41'-03.56"N 123-44'-05.35"W
108 N 2 nd St.	Raymond	
LB	Long Beach Site	46-21'-08.79"N 124-03'-02.07"W
318 N.E. Second St.	Long Beach	
PCAF	Pacific County Admin Facility.	46-21'-16.79N 124-01'-58.03"W
7013 Sandridge	Long Beach	

District Sites

WOC	Raymond PUD Colo.	46-41'-17.90"N 123.43'-54.17"W
503 4 th St.	Raymond	
NAS	Naselle Radar Site	46-25'-18.20" N 123-47'-55.10"W
633 Radar Ridge Ln.	Naselle	
POC	LB PUD Colo.	46-22'-16.75"N 124-01'-37.5"W
9606 Sandridge Rd.	Long Beach	
OYST	Oysterville Substation	46-31'-39.20"N 124-01-46.40"W
31110 Sandridge Rd	Oysterville	

Joint County and District Sites

ILW	Ilwaco Site	46-18'-33.60"N 124-02'-34.20"W
119 N. First St.	Ilwaco	

Exhibit B Bandwidth Overview - Statement of Expectations

Bandwidth Set-Asides

1. The County is to provide the District with an asymmetrical Layer 2 VLAN over its microwave-based county wide network.

HC (1 port) @200 Mbps rate-limited in/out

- to NC @25 Mbps 1+1 >Always available to District
- to PSB @200 Mbps 2+0 Available as fail-over
- to NAS @200 Mbps 2+0 Available as fail-over
- to KO @25 Mbps 1+1 >Always available to District

WOC (1port) @200 Mbps rate-limited in/out

- to HC @200 Mbps 2+0 Available as fail-over

NC (1 port) @25 Mbps rate-limited in/out

- to HC @25 Mbps 1+1 >Always available to District

KO (1 port) @25 Mbps rate-limited in/out

- to HC @25 Mbps 1+1 >Always available to District

PSB (1 port) @200 Mbps rate-limited in/out

- to HC @200 Mbps 2+0 Available as fail-over

NAS (1 port) @1 Gbps rate-limited in/out

- to HC @200 Mbps 2+0 Available as fail-over
- to MEG @200 Mbps 2+0 Available as fail-over
- to OYST @900 Mbps 2+0 Available as fail-over

OYST (1 port) @1 Gbps rate-limited in/out

- to NAS @900 Mbps 2+0 Available as fail-over

MEG (1 port) @200 Mbps rate-limited in/out

- to NAS @200 Mbps 2+0 Available as fail-over
- to ILW @200 Mbps 2+0 Available as fail-over

ILW (1 port) @200 Mbps rate-limited in/out

- to MEG @200 Mbps 2+0 Available as fail-over

1+1 microwave configurations use two radios with one always in standby for protection (where District's fiber network is not available as a fail-over). 2+0 microwave configurations use one radio with two cores for higher bandwidth, but no protection.

2. The District is to provide the County with an asymmetrical Layer 2 q-in-q VLAN over its fiber-optics based county wide network.

3.

PSB	(1 port)	@100 Mbps	Available as fail-over
HC	(1 port)	@100 Mbps	Available as fail-over
NAS	(1 port)	@100 Mbps	Available as fail-over
WOC	(1 port)	@10 Mbps	Available as fail-over
RayShp	(1 port)	@100 Mbps	>Always available to County
AB	(1 port)	@10 Mbps	>Always available to County
OYST	(1 port)	@10 Mbps	Available as fail-over
MEG	(1 port)	@100 Mbps	Available as fail-over
ILW	(1 port)	@10 Mbps	Available as fail-over
LB	(1 port)	@100 Mbps	>Always available to County
PCAF	(1 port)	@100 Mbps	>Always available to County

Exhibit B Notes:

The above referenced bandwidth set-aside by each party for the other party, as specified by location and bandwidth, is hereby considered to be of fair and equitable value and will be provided to the other party at no cost.

The County's network will be configured to use its microwave-based county wide network where available. Likewise, the District's network will be configured to use its fiber optic-based county wide network where available.

Exhibit C Hierarchical Compilation of previous agreements

Included herein,

C.1.0-1.1	Contract	dated January 2, 1979
C.2.0-2.2	Amendment to Contract	dated February 2, 1987
C3.0-3.1	Amendment to Contract	dated September 15, 1987
C4.0	Amendment to Contract	dated February 14, 1989
C5.0-5.1	Amendment to Contract	dated December 4, 1989
C6.0-6.4	Amendment to Contract	dated February 10, 1998
C7.0-7.1	Amendment to Contract	dated August 7, 2001

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Exhibit D Informal Interlocal Agreement

An informal agreement between the County and the District was enacted in or around 2003. The District hired an engineering firm to design a county-wide microwave system that would allow the District to tie together disparate sections of their then fledgling fiber-based network system. The District purchased the microwave equipment and installed the dish antennas and related hardware. In return for a portion of the bandwidth, the County installed the microwave radios and directed the installation of hardware, so as to complete a functioning system. The County also maintained all of the electronics associated with the system, at the District's expense, for the duration of the agreement.

Reasons to end the informal agreement and begin to decommission

The existing microwave system no longer has lasting value for the District or the County. The District has moved all of its traffic to its fiber-based network system. The County still has traffic on the system but wants to carefully migrate to a new system for the following reasons:

1. The existing system is not directly supported by the manufacture because it is 17 years old.
2. The existing system is TDM-based and the County needs to move to a full IP-based system
3. The existing system uses KO Peak as a hub, where that site is known to have accessibility problems in the winter, has vulnerable utility power to the site, has a vulnerable road system to the site.

Decommissioning procedure

The County and the District agree to split the work required to decommission the existing system

The first step in the County's migration will be to convert all of its traffic to be IP-based (currently underway), then move all traffic over to the Districts fiber-based network system. After that point, the existing microwave can be removed from the tower and from within the site. The District agrees to remove the dish antennas, wave guide and related hardware down to approximately 12 foot above ground level (the dish mounting post will remain on the tower for the new microwave system). The County agrees to remove all of the waveguide, hardware and microwave radio equipment below 12 foot above ground level. The County will deliver the removed equipment to a District warehouse so that it can be palletized and sold to a surplus equipment vendor.

Remove dish, waveguide, related hardware and microwave radio:

At HC site

Pointed To PSB

Pointed To WOC

Pointed to KO

Pointed to Cosi

At NC site

Pointed to NAS (top dish)

At KO site

Pointed to WOC

Pointed to HC

Pointed to NAS

At WOC site

Pointed to HC

Pointed to KO

At NAS site

Pointed to NC (bottom dish)

Pointed to OYST

Pointed to KO

At OYST site

Pointed to NAS

At MEG site

Pointed to LB

Pointed to ILW

At ILW site

Pointed to MEG

At LB site

Pointed to MEG

Exhibit E Operational Maintenance

Where designated, the County shall provide operational maintenance of the site building, electrical system, electrical AC generation, 48vdc battery system, building structural integrity, paint, flooring, roofing system, HVAC, and tower structure, hereafter referred to as equipment. Operational maintenance is defined as the care and minor maintenance of equipment using procedures that do not require detailed technical knowledge of the equipment's or system's function and design. The operational maintenance will consist of inspecting, cleaning, servicing, preserving, lubricating, and adjusting, as required. Such maintenance may also include minor parts replacement that does not require the person performing the work to have highly technical skills or to perform internal alignment. When performing operational maintenance the County shall make the District aware of (1) the state of readiness of their equipment (2) the need for an outside professional technician to perform service or repairs on their equipment. County guarantees District ingress and egress access to communication sites through County's right of ways and easements.

If within the capabilities of District, District shall provide personnel and/or equipment to assist in the installation or removal of equipment; particularly with respect to the installation or removal of equipment from the towers. District guarantees County ingress and egress access to communication sites through District's right of ways and easements.