

## Memorandum of Understanding

Emerald Amateur Radio Society  
and  
City of Springfield

THIS AGREEMENT, DATED AS OF THIS 1st day of December, 2023,  
WITNESSETH:

## RECITALS

- A. The Emerald Amateur Radio Society (“EARS”) is an association of federally licensed amateur radio operators organized for the promotion of interest in amateur radio communication and experimentation. EARS is affiliated with the Amateur Radio Relay League (“ARRL”).
- B. EARS and the City of Springfield (City) desire to facilitate the availability of amateur radio communication in the event of an emergency or to support city sponsored community events, and to assure close collaboration between amateur radio operators and the City.

IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE:

- 1) City agrees to:
- a) Authorize EARS to utilize room 2168 in the Springfield Justice Center, 230 4<sup>th</sup> Street, Springfield, to operate an amateur radio station, aka “radio shack”. To accommodate the efficient operation of the radio shack, the City agrees to provide the following:
    - i) necessary electrical power; and
    - ii) space on the roof of the Springfield Justice Center for EARS to mount a radio tower to accommodate one or more City approved amateur radio antennas, cabling, and accessory equipment; and
    - iii) use of available conduit from the roof of the Springfield Justice Center to the radio shack for antenna cabling; and
    - iv) a City telephone; and
    - v) use of City’s public Wi-Fi; and
    - vi) escorted access to the roof of the Springfield Justice Center for City approved installation, maintenance, use, and replacement of amateur radio antennas, cabling, and accessory equipment as follows:
      - (1) Access to the roof is through secured building areas requiring an escort with CJIS clearance; and
      - (2) Requests for access to the roof must be submitted in writing to Springfield Police Department Command Staff not less than 30 days prior to the date on which access is desired. The request must include a proposal detailing:
        - (a) The work to be done including but not limited to the purpose for accessing the roof; names and callsigns of individuals accessing the roof; contractor names and contact information; new installations (type of equipment, operating

frequencies, mounting height and location, etc.); removal of existing equipment; and any other information necessary to fully explain the request.

(b) The City utilizes a distributed antenna system within the Springfield Justice Center and utilizes the Lane Radio Interoperability Group (LRIG) regional radio system as part of its public safety radio system. The City reserves the right to refer, at the City's Emergency Management Program expense, any proposal from EARS to one or more third parties for review for potential radio frequency interference, physical interference, or other issues which may affect the City's public safety radio communication systems, or its use, operations, or maintenance of the Springfield Justice Center.

- b) Allow access to the radio shack for general use by FCC-licensed EARS members except in an emergency as determined pursuant to the Eugene-Springfield Multi-Jurisdictional Emergency Operations Plan (City EOP) or as outlined in bullet 6 below.
- c) Allow EARS to utilize room 2160 in the Springfield Justice Center, 230 4th Street, Springfield, aka City Emergency Operations Center or EOC, to conduct meetings and other club activities, subject to scheduling approval of the Springfield Police Department and consistent with the most current version of City Facility Use Policy #05-02.01. The City will endeavor to provide a minimum of 30 days-notice to EARS of scheduling conflicts but reserves the right to cancel on shorter notice EARS' use of the room due to emergencies or unforeseen circumstances.
- d) The City at its sole discretion, may purchase and install amateur radio equipment in the radio shack for use by EARS members, other City-authorized amateur radio operators, or City staff. City Emergency Management Program will reimburse EARS for the replacement cost of EARS' radio equipment damaged or lost by non-EARS members authorized by City to operate such equipment.

2) EARS agrees to:

- a) Provide radio communication support as requested by the City, subject to the availability of trained radio operators. EARS will take direction from the Emergency Operations Center (EOC) Manager or the Incident Commander during an emergency as determined pursuant to the City Emergency Operations Plan.
- b) Take such reasonably necessary and prudent steps to maintain an appropriate level of training and readiness to facilitate its ability to meet its obligations under this agreement, including but not limited to carrying out the directions of the City's EOC Manager or the Incident Commander.
- c) Cooperate with designated officials of the City in formulating plans and procedures for the conduct of EARS operations in the event of an emergency.
- d) Participate as requested by the City's Emergency Manager in drills and exercises related to emergency preparedness, subject to its members' availability.

- e) Require each of its members to obtain identification badges or other appropriate means of identification in a form acceptable to the City's Emergency Manager and to wear an approved means of identification while accessing the radio shack and/or acting at the request of the City.
- f) Schedule and use the City EOC for Club events and activities consistent with the most current version of City Facility Use Policy #05-02.01.
- g) Operate and maintain in good working order any City-owned amateur radio equipment or accessories in the radio shack. EARS will reimburse the City for the replacement cost of City-owned radio equipment damaged or lost by EARS members. The City Emergency Management Program will bear the cost to repair or replace any city-owned radio equipment that:
  - i) Fails to operate properly due to obsolescence, manufacturer's defect(s) and/or normal wear and tear; or
  - ii) Is damaged or lost while being used by non-EARS members.
- h) Utilize only licensed commercial tower contractors for any work on the EARS radio tower located on the roof of the Springfield Justice Center.
- i) Maintain commercial general liability insurance and non-owned auto liability insurance with the following minimum coverages:

COVERAGES	LIMITS
Commercial General Liability	
General Aggregate (Other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Property Rented to you	\$100,000 (any one premises)
Medical Expense Limit	\$10,000 (any one person)
Personal & Advertising Injury	\$1,000,000 (any one person or organization)
Non-Owned Auto Liability	\$1,000,000
Include City of Springfield as an Additional/Named Insured, with copies of the Certificate of Insurance and endorsements provided to the City annually.	


- 3) EARS may use the radio shack and/or the City EOC to conduct recruitment and training of non-members under the direct supervision of an EARS member approved and designated by the EARS Board of Directors to supervise such activities.
- 4) This agreement shall remain in place continuously until terminated, amended, or superseded. The EARS President, Springfield Emergency Manager, and Springfield Police Command

Staff will jointly review this agreement on an annual basis to identify potential amendments or reasons for terminating this agreement.

- 5) Either party may terminate this agreement by giving notice, in writing, to the other party, not less than 30 days in advance of the date of termination. Upon termination, EARS will promptly remove all EARS-owned equipment from City facilities and return to the City all city-issued identification badges, keys, equipment, materials, and supplies.
- 6) The City at their sole discretion may prohibit individuals from the Springfield Justice Center and or the radio shack, including but not limited to, during an emergency or other time when public access to the building is limited or restricted.
- 7) The City is authorized to inspect the radio shack and associated equipment at any time and require EARS to implement changes due to cleanliness, safety, and/or potential interference with City equipment and systems.
- 8) The parties designate the following individuals as their points of contact for this agreement:
  - a) City: Emergency Manager
  - b) EARS: President.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

FOR EMERALD AMATEUR RADIO SOCIETY:

  
\_\_\_\_\_  
Howard Saxion, WX7HS  
President

FOR CITY OF SPRINGFIELD:

\_\_\_\_\_  
Nancy Newton  
City Manager

REVIEWED & APPROVED  
AS TO FORM

  
\_\_\_\_\_  
DATE: 11/16/2023  
SPRINGFIELD CITY ATTORNEY'S OFFICE