

# METROPOLITAN AREA REGIONAL RADIO SYSTEM

## Subscriber Agency Agreement

This Agreement, dated August 5, 2013, is between Jackson County and the City of Oak Grove, Missouri ("Subscriber Agency").

### RECITALS

- A. WHEREAS Jackson County is a Prime Site/Host Agency under the MARRS Memorandum Of Understanding dated October 21, 2013, and
- B. WHEREAS Subscriber Agency desires to enter into agreement with Jackson County to operate radio subscriber equipment on the Jackson County P25 Radio Sites located in Oak Grove and Lone Jack, MO, and
- C. The parties to this Agreement have determined that their cooperative effort will be a benefit to the public's health, safety, and welfare.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Defined Terms.** Capitalized terms in this Agreement shall have the same meaning ascribed to them in the Metropolitan Area Regional Radio System Memorandum Of Understanding dated April 8, 2010 ("MARRS Agreement") or User Agency Master Site Port Agreement, copies of which has been provided to Jackson County and Subscriber Agencies.

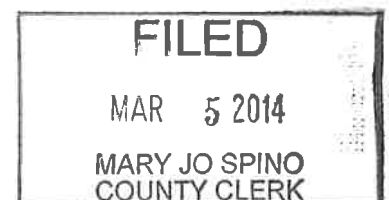
#### Additional definitions:

*"Jackson County P25 Radio Sites"* those P-25 Sites providing coverage and capacity to Subscriber Agencies within the cities of Oak Grove and Lone Jack, Missouri.

*"Prime Site Agency"* any agency/entity operating a P25 subsystem with its own dedicated Prime Site, controlled by another agency's Master Site.

*"Subscriber Agency"* any agency/entity which operates mobile, portable, repeater, or control station radio equipment on the Jackson County P25 Radio Sites.

*"Subscriber Equipment"* approved mobile, portable radios, portable repeaters and control stations.



2. **Authorization.** The Subscriber Agencies are hereby authorized by Jackson County to utilize the Jackson County P-25 Sites as set forth in this Agreement.

3. **Conflict with MARRS Agreement.** The parties agree that it is their intent that the implementation and interpretation of this Agreement shall be guided by the terms and provisions of the MARRS Agreement. However, if a conflict exists between this Agreement and the MARRS Agreement, this Agreement shall control the rights and obligations of the parties to this Agreement.

4. **Equipment Requirements.** The Subscriber Agencies agree to acquire and maintain their own radio equipment, including, but not limited to, mobile and portable radios, control stations, or portable repeaters. All such equipment used by the Subscriber Agency's users shall meet applicable public safety standards and be certified through the APCO P25 Compliance Assessment Program (CAP) for operation on an APCO P25 800 MHz Simulcast Trunked Radio System. A list of all proposed Subscriber Agency equipment is included in Exhibit A.

5. **Protection of System.** The Subscriber Agencies agree that they shall not degrade or negatively impact the radio operations of the Jackson County P-25 Sites, any other Subscriber Agency or any other authorized user of MARRS. The Subscriber Agencies also agree to use only equipment that has been approved by the MARRS Technical Committee. A list of approved equipment can be obtained from the MARRS Technical Committee. Should a Subscriber Agency wish to utilize equipment that is not on the MARRS Technical Committee's approved equipment list, a sample of each type of proposed equipment, including programming software and cables, must be submitted to the MARRS Technical Committee to be tested for a period not to exceed 90 days. Upon completion of testing, MARRS will advise the Subscriber Agency if the equipment is acceptable for operation on the MARRS.

Each Subscriber Agency agrees radio equipment can only be programmed by service companies approved by the MARRS Technical Committee. The MARRS Technical Committee shall determine which service company shall retain Advanced System Keys and Master Talk Group information. A list of approved service companies can be obtained from the MARRS Technical Committee.

6. **System Performance.** The Subscriber Agencies agree that the Jackson County P-25 Sites have been designed to meet the anticipated peak use by all parties to this Agreement and to provide a minimum of 95% coverage within their jurisdictional boundaries utilizing a portable radio worn at the hip, on the street.

7. **Committee Participation.** All parties to this Agreement shall be members of the MARRS Users Committee and shall appoint one representative each to such committee. In addition, all parties to this Agreement shall, if requested by the Management Council, be a member of, and appoint a representative to, the Technical Committee and the Standard Operating Committee.

**8. Dispute Resolution.** If a breach of this Agreement occurs, the parties agree that the matter shall be submitted to the MARRS Management Council in an attempt to resolve the matter as quickly as possible and in the best interest of the MARRS. If such a breach or dispute cannot be resolved with the MARRS Management Council's assistance, the matter shall be submitted to the Mid America Regional Council (MARC) Board for its consideration and recommendation. MARC shall consider the matter and make its recommendation which the parties may then accept or reject as final. Any party dissatisfied with MARC'S decision may take further action as allowed or authorized by law.

**9. Contact Information.** The primary agency contacts for the purpose of this Agreement are set forth on the attached Exhibit B.

**10. Maintenance of System.** Jackson County shall manage the day-to-day operations of the Jackson County P-25 Radio Sites. Jackson County will contract with appropriate vendors to maintain the infrastructure of the Jackson County P-25 Radio Sites. Jackson County agrees to maintain the infrastructure according to manufacturer specifications as approved by the MARRS Management Council including, but not limited to maintaining current versions of software on switches and user equipment, coordinating radio ID information and other data needed for interoperability, and maintaining connectivity between switches. Jackson County agrees to operate by interoperability standards agreed upon by the MARRS Management Council.

**11. FCC Licenses.** Jackson County agrees to maintain any necessary FCC licenses for the Jackson County P-25 Radio Sites.

**12. Force Majeure.** The parties agree that Jackson County and Subscriber Agencies shall not be responsible for interruptions of service due to the forces of nature, war, manmade disasters, or other such acts beyond the control of Jackson County or the Subscriber Agencies.

**13. No Warranty, Waiver.** The parties agree that there is no warranty, express or implied with respect to the Jackson County P-25 Radio Sites operated by any of the parties and each party acknowledges that service disruptions will occur from time to time and each party agrees, to the extent permitted by law, to hold the other harmless from any claim for damages arising out of such disruption.

**14. Liability and Indemnification.** Neither party to this Agreement shall assume any responsibility or liability for the acts or inaction of the other party, or its officers, agents, or employees, except as provided in Section 70.290 RSMo.

**15. Term.** The initial term of this Agreement shall be one (1) year. Upon expiration of the initial term of this Agreement, the term of this Agreement shall be extended automatically for additional one (1) year periods, unless and until terminated in accordance with Section 16 hereof.

16. **Termination.** Jackson County agrees it shall not unreasonably or arbitrarily terminate this Agreement. Jackson County agrees that before it terminates this Agreement prior to the end of the original or any extended term, it shall provide written notification of intent to terminate to the Subscriber Agencies and the MARRS Management Council at least 365 days prior to termination to allow the Subscriber Agencies sufficient opportunity to develop a transition plan for continued service.

The Subscriber Agencies agree they shall not unreasonably or arbitrarily terminate this Agreement prior to the end of the original or any extended term; the Subscriber Agencies shall provide written notification of intent to terminate to Jackson County and the MARRS Management Council at least 365 days prior to termination.


17. **Notices.** All notices, statements or requests provided for hereunder shall be in writing and shall be deemed to have been given when delivered by hand or any other reliable method to other party, or when deposited with the U.S. Postal Service, as certified or registered mail, postage prepaid, addressed to the Jackson County contact as shown below or to such person or place as Jackson County or Subscriber Agency, as the case may be, may designate, from time to time, by written notice sent as aforesaid.

18. **Confidentiality.** Information that identifies the configuration of components of or the operation of the Jackson County P-25 Radio Sites and the MARRS and would allow unauthorized access to or unlawful disruption of the Jackson County P-25 Radio Sites or the MARRS shall be maintained as a closed record, if allowed by applicable state laws

19. **Modification; Entire Agreement.** This Agreement may be amended by the written approval of the parties.

This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement.

Jackson County, Missouri

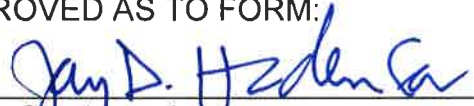
By:   
Michael D. Sanders

County Executive

Title:

Date:

APPROVED AS TO FORM:

By:   
W. Stephen Nixon,  
County Counselor

Subscriber Agency

By: 

  
Title:

Date:

ATTEST BY:

  
Mary Jo Spino,  
Clerk of the County Legislature

EXHIBIT A

Proposed Subscriber Agency radio equipment:

<u>Type</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Quantity</u>
Mobile	Motorola	XTL1500	15
Portable	Motorola	APX 6000Li	20

Type = mobile, portable, control station, portable repeater

**EXHIBIT B**

**Agency Contacts:**

MARRS Management Council

Name: Walt Way

Title: ECC Director

Address: 11880 S. Sunset Drive, Olathe, KS

Telephone Number: 913-826-1000

Email Address: wway@jocogov.org

MARRS Technical Committee

Name: Ed Brundage

Title: Technical Systems Manager, Communications Support Unit

Address: 1125 Locust Street, Kansas City, MO 64106

Telephone Number: 816-482-8510

Email Address: Edward.Brundage@kcpd.org

Jackson County

Name: Q. Troy Thomas

Title: Director of Finance

Address: 415 E 12<sup>th</sup> Street, Kansas City, MO 64106

Telephone Number: 816-881-3176

Email Address: tthomas@jacksongov.org

Subscriber Agency

Name: Steven Craig

Title: City Administrator

Address: 1300 S Broadway, Oak Grove, MO 64075

Telephone Number: 816-690-3773

Email Address: scraig@cityfoakgrove.com

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT, made this 5<sup>th</sup> day of August, 2013, by and between the City of Oak Grove, Missouri ("City"), and Jackson County, Missouri ("County").

**WITNESSETH:**

WHEREAS, the County is proposing to join the Kansas City Metropolitan Area Regional Radio System ("MARRS") to take advantage of the extensive radio coverage provided by MARRS within the County and to utilize the state-of-the-art digital radio network's wide area interoperability capabilities; and

WHEREAS, as a component of MARRS, the County desires to locate certain of its radio equipment on an existing water tower owned by the City located within the city limits on certain lands owned by the City known as Frick Park, which equipment would eventually be relocated to a replacement water tower which the City plans to construct in Frick Park adjacent to the existing water tower; and

WHEREAS, the City's public safety services will benefit from the location of the radio equipment at this site through improved radio system coverage and access to the full range of digital radio features; and

WHEREAS, the City desires to license to the County and the County desires to license from the City that portion of Frick Park that includes the existing City water tower, the replacement water tower, and the grounds immediately surrounding the towers, as depicted on the site plan attached hereto as Exhibit A ("Licensed Property"), for use for placement of radio equipment as described in the document titled "Jackson County Radio System" attached hereto as Exhibit B.

NOW, THEREFORE, the City, in consideration of the obligations hereby assumed by the County, hereby licenses and authorizes the County and its servants, agents, and employees, to enter and go upon the Licensed Property at all times during the continuance of this License Agreement, and there to use and enjoy the Licensed Property for the purpose herein stated, subject to the following:

1. GRANT OF LICENSE. The City grants and conveys to the County a license for its servants, agents, and employees to enter upon and use the Licensed Property owned by the City solely for the purpose of installing, operating, maintaining, and removing the following equipment:

- a. Two omnidirectional vertical antennas, 12 ft. in length, and one 4 ft. microwave dish antenna; and

- b. One fully-enclosed, cabinetized base station, 60" high, 51" deep, 81" long, to be located on the second level inside the replacement water tower's base; and
- c. Electrical equipment necessary to provide 100 amp service to the site, including an emergency backup generator and automatic transfer switch.

The equipment and its installation are more fully described Exhibit B and said equipment is hereinafter referred to as the "Site Equipment."

2. ACCESS TO LICENSED PROPERTY AND SITE EQUIPMENT. The County agrees to provide prior written notice to the City of the date and time that all work pursuant to this Agreement will occur, along with a list of the names, addresses, and social security numbers of all contractors, subcontractors, and agents or employees of contractors or subcontractors, who will be performing work on behalf of the County pursuant to this Agreement.

3. CONSTRUCTION STANDARDS AND PERMIT REQUIREMENTS. The County shall, at its own cost, construct, install, operate and maintain the Site Equipment upon the Licensed Property. The County's construction and installation of Site Equipment shall be done according to plans and specifications submitted to and approved by the City. The County shall obtain all necessary permits, permission, sanctions, and approvals necessary to construct, install, operate, and maintain the Site Equipment. The County shall construct, install, operate, and maintain the Site Equipment in accordance with site standards, state statutes, ordinances, rules and regulations now in effect or that thereafter may be issued by the Federal Communications Commission or any other governing body. Any damage done to the Licensed Property during the construction, installation, maintenance, operation and/or removal of the Site Equipment shall be repaired or replaced within ten (10) days at the County's expense and to the City's sole satisfaction.

4. REMOVAL OF SITE EQUIPMENT. The County shall remove all Site Equipment upon the termination of this Agreement within thirty (30) days of the date of termination and shall repair any damage to the Licensed Property caused by construction, installation, operation, maintenance or removal of the Site Equipment. Any property that is not removed within thirty (30) days of the date of termination of this Agreement may be removed by the City at the expense of the County.

5. INTERFERENCE. The County agrees that the construction, installation, maintenance, operation and/or removal of the Site Equipment shall not interfere with any other communication systems currently in operation on the Licensed Property, nor interfere with the City's use, or anticipated use, of the Licensed Property. If the County's Site Equipment causes interference, the County shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated within 72 hours, the County shall immediately cease operating the Site Equipment until the interference has been eliminated. If the interference cannot be eliminated within thirty (30) days, the City may terminate this License Agreement.

6. MAINTENANCE AND REPAIRS. The County shall have the sole responsibility to keep the Site Equipment in good condition through consistent maintenance and repair. "Good Condition" shall mean that the Site Equipment shall remain in as good condition as when initially constructed and installed, normal wear and tear excepted and casualty loss excepted. The City, at all times



during the term of this Agreement, reserves the right to take any action it deems necessary to maintain, alter or improve the Licensed Property. In the event that the City undertakes maintenance of the Licensed Property including, for example, painting of the replacement water tower, the County shall take all necessary measures to protect the Site Equipment.

7. UTILITIES. The County shall have the right to install utilities, at the County's expense, on the Licensed Property in accordance with the plans and specifications submitted to and approved by the City for construction of the Site Improvements. The County shall, at its expense, separately meter charges for consumption of electricity and other utilities associated with its use of the Licensed Property, and shall timely pay all costs associated therewith.

8. TERM OF LICENSE. The initial term of this Agreement shall commence on the date of execution of this Agreement and shall expire on December 31, 2013. Upon expiration of the initial term of this Agreement, and upon expiration of each additional one (1) year period thereafter, the term of this Agreement shall be extended automatically for a period of one (1) year, unless and until terminated in accordance with Section 11 hereof.

9. RESTRICTION ON MODIFICATIONS AND IMPROVEMENTS. Except for the additions, modifications or improvements necessary to accomplish the purpose set forth in this Agreement, the County, and its servants, agents, and employees, are prohibited from making any addition, modification or improvement to any part of the Licensed Property, and from placing, affixing or constructing any structure, utility, signage or markings on the Licensed Property.

10. RESTRICTION AS TO WASTE. The County shall not, except so far as may be reasonably necessary for the maintenance of the equipment upon the Licensed Property as aforesaid, commit or permit any waste thereon. The County shall be liable for any damage done to the Licensed Property, except as is permitted by this Agreement, by any persons entering upon the Licensed Property in pursuance of this License Agreement.

11. TERMINATION. Notwithstanding any provision of this Agreement to the contrary, the City may terminate this Agreement and the license hereby granted at any time upon ninety (90) days advance notice in writing, provided, however, no advance notice is required if the County shall break any of the conditions or obligations herein contained.

## 12. CONSTRUCTION OF AGREEMENT.

A. SIMPLE LICENSE. The license created by this Agreement shall be construed as a simple license (sometimes referred to as a "bare," "mere" or "naked" license) revocable at the will of the City, subject only to any advance written notice of termination required by Section 11.

B. HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

C. NON-WAIVER. No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

D. JOINTLY DRAFTED. This Agreement shall be deemed to have been jointly drafted by the parties and shall not be construed more strongly against any party hereto.

E. APPLICABLE LAW. This instrument shall be construed in accordance with the laws of the State of Missouri.

13. UNASSIGNABLE. The license created by this Agreement is a personal privilege. Neither the license nor this Agreement, in whole or part, is assignable.

14. NON-SEVERABLE. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be deemed invalid and unenforceable, provided, however, that the terms and provisions of paragraph 11 shall not be affected thereby and each term and provision of said paragraph 11 shall be valid and enforced to the fullest extent permitted by law.

15. NOTICE. Whenever any notice is required by this Agreement to be made, given or transmitted to either party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, addressed to:

City: City Administrator  
Oak Grove City Hall  
1300 Broadway, P.O. Box 805  
Oak Grove, MO 64075

County: County Executive  
Jackson County Courthouse  
415 E. 12th Street  
Kansas City, MO 64106

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above.

16. LIABILITY. Neither party to this Agreement shall assume any responsibility or liability for the acts or inaction of the other party, or its officers, agents, or employees, except as provided in Section 70.290 RSMo.

17. INSURANCE. The County shall, at its expense, procure and keep in force at all times during the term of this Agreement, from a financially sound and reputable company acceptable to the City, public liability insurance, including, but not limited to, automobile liability coverage, insuring the County and the City for personal injury and property damage, and such other

insurance necessary to protect the County and the City from all such claims and actions described in the preceding paragraph 16. Without limiting its liability, the County agrees to carry and keep in force insurance with single limit liability for personal injury or death and property damage in a sum not less than \$2,000,000 per occurrence. The County shall furnish the City with a certificate of insurance as evidence of coverage and name the City as an additional insured. Said insurance policies shall not be cancelled or materially modified or non-renewed except upon thirty (30) days advance written notice to the City. Coverage is to be written on the broadest liability form which is customarily available at reasonable cost. In the event the scope of the City's tort liability as a governmental entity described in Section 537.600 through 537.650, RSMo, inclusive, is broadened or increased during the term of this Agreement by subsequent legislative or court action, the City, upon written notice to the County, may require the County to provide additional coverage sufficient to protect the City's interests to the extent of any such change. If the City's current limitations upon tort liability are abolished entirely, the City may require the County to provide such coverage to protect the City's interests as may be reasonable and prudent for the risks associated with the activities allowed under this Agreement. Notwithstanding the foregoing, in lieu of procuring public liability insurance as described in this paragraph, the County may comply with this obligation by means of self-insurance.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereunder and all other representations or statements heretofore made, verbal or written, are merged herein and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned.

**CITY OF OAK GROVE, MISSOURI**



\_\_\_\_\_  
Mark Fulks  
Mayor

ATTEST:



\_\_\_\_\_  
Cathy Smith  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
T. Chris Williams  
City Attorney

JACKSON COUNTY, MISSOURI



Michael D. Sanders  
County Executive

ATTEST:



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Mary Jo Spino  
Clerk of the Legislature

APPROVED AS TO FORM:

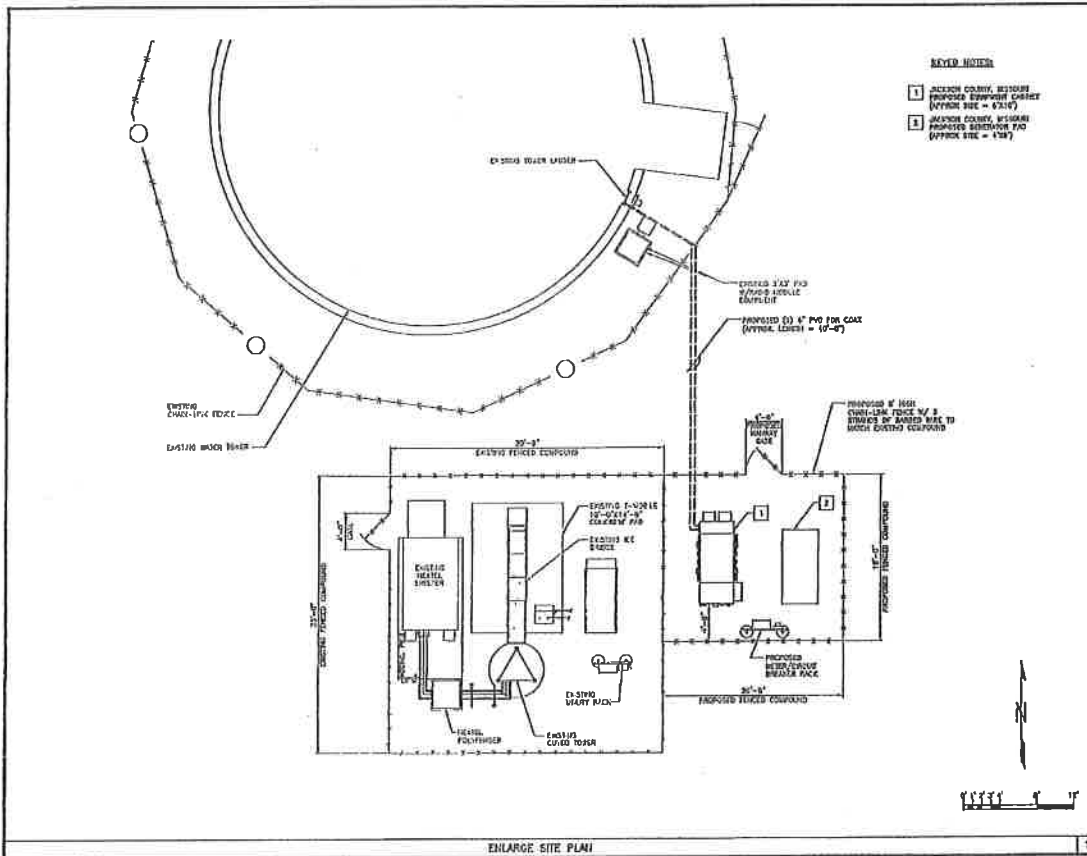


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W. Stephen Nixon  
County Counselor


Exhibit A

Site Plan  
(see attached)



**KEYED NOTES**

- 1 JACKSON COUNTY, MISSOURI PROPOSED EQUIPMENT CABINET (OFFICE SIZE = 6'x10')
- 2 JACKSON COUNTY, MISSOURI PROPOSED EQUIPMENT CABINET (OFFICE SIZE = 4'x8')



PLANNING DEPARTMENT

**MOTOROLA SOLUTIONS**

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**Hayden**  
PROPERTY SERVICES, L.L.C.

800 N.W. 10th St.  
Ocala, FL 32608  
Phone: 352-237-4813  
Fax: 352-237-1817

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PROPERTY PROVIDED BY:

**SSC**

5900 Third Street, Suite 300  
Ocala, FL 32608  
Phone: 352-488-7700  
Fax: 352-488-7777

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**APPROVED-NO LICENSE**

SYSTEM APPROVAL  
 BY DEPARTMENT OF TRANSPORTATION BY DATE  
 DATE: 08/14/12  
 DATE: 08/14/12  
 DATE: 08/14/12  
 DATE: 08/14/12  
 DATE: 08/14/12  
 DATE: 08/14/12

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**PROPOSED EQUIPMENT**

DESCRIPTION	QUANTITY	DATE

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**APPROVAL SIGNATURE & TITLE**

**OAK GROVE**

**BYE ADDRESS**  
 137TH STREET / TRUCK PARK ROAD  
 OAK GROVE, MISSOURI  
 64873

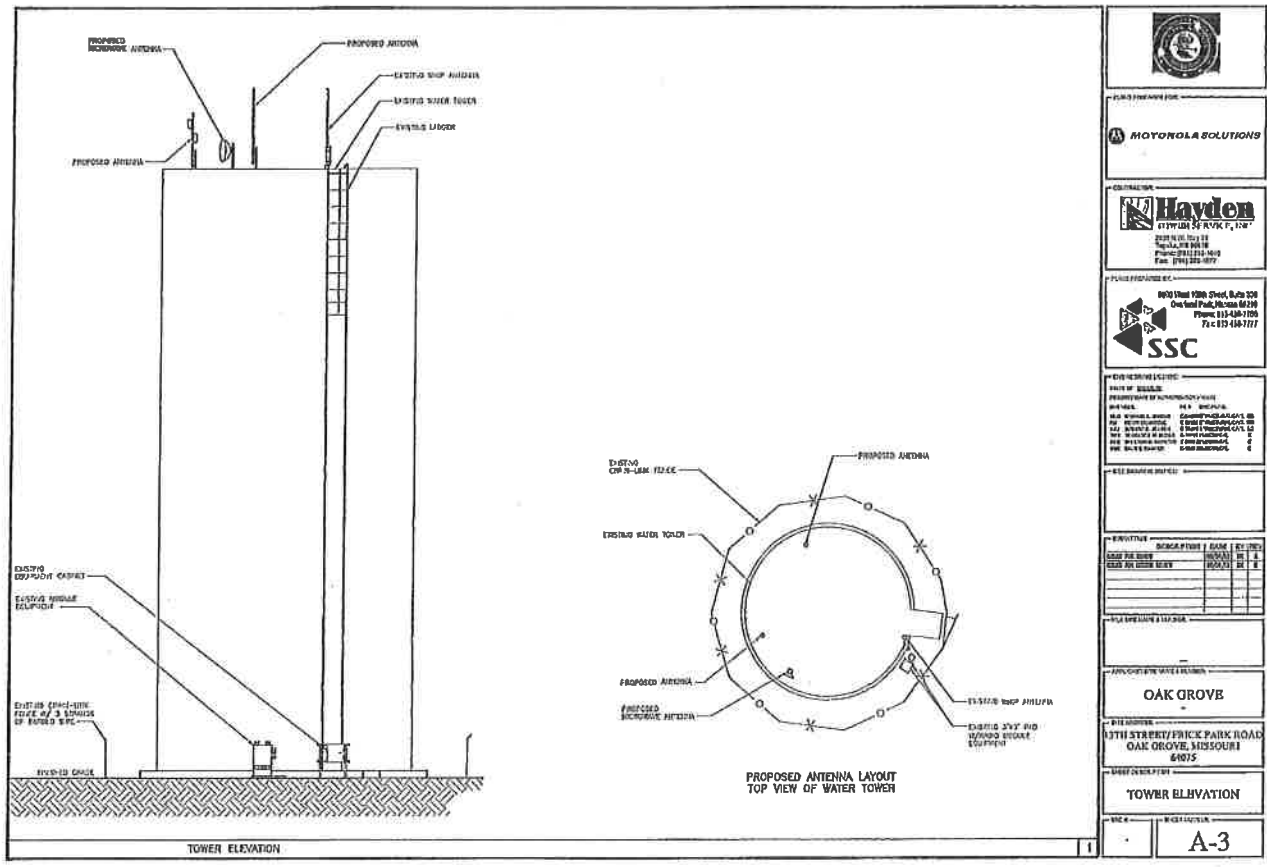
**SHEET NO. 10 OF 10**

**ENLARGE SITE PLAN**

SCALE: 1" = 20' (SEE DRAWING)

**A-2**

ENLARGE SITE PLAN



**Exhibit B**

**Jackson County Radio System  
(see attached)**



## Jackson County Radio System

Jackson County (Sheriff's Department, Parks and Public Works) is proposing to join the Metropolitan Area Regional Radio System (MARRS) to take advantage of the extensive radio coverage provided by the system within the County and to utilize the state-of-the-art digital radio network's wide area interoperability capabilities.

In order to have the benefit of consistent radio system service across the County, the County will add two radio sites to the existing Kansas City and Eastern Jackson County (Blue Spring and Independence) radio networks. These two new sites will provide fill-in coverage along the eastern border of the County. The proposed sites are in Lone Jack and Oak Grove. The Lone Jack site is an existing 300 ft. radio tower owned by American Tower Corporation. The Oak Grove site is the planned replacement water tank on SW 13<sup>th</sup> Street. The Oak Grove's public safety services will directly benefit from the location of this site within the City. They will experience excellent radio system coverage and the full range of digital radio system features.

Tusa Consulting Services (TCS), the County's radio system consultant, has been in contact with Bartlett & West, the firm that is designing the new water tank facility. The following technical information for the radio system installation has been provided:

- Antennas: 2 omnidirectional vertical antennas, 12 ft. in length, and one 4 ft. microwave dish antenna. All antennas will be placed on top of the new tank structure.
- Equipment: fully-enclosed cabinetized base station equipment. The cabinet dimensions are 60" high, 51" deep and 81" long. The plan is to install this cabinet on the "second level" inside of the tank's base. Fully loaded, the cabinet will weight approximately 2,000 lbs.
- Electrical: the equipment will require a 100AMP electrical service, which would be installed by Motorola, the radio system vendor. Jackson County will pay for monthly electrical service charges. An emergency backup generator and automatic transfer switch is included in the site design.

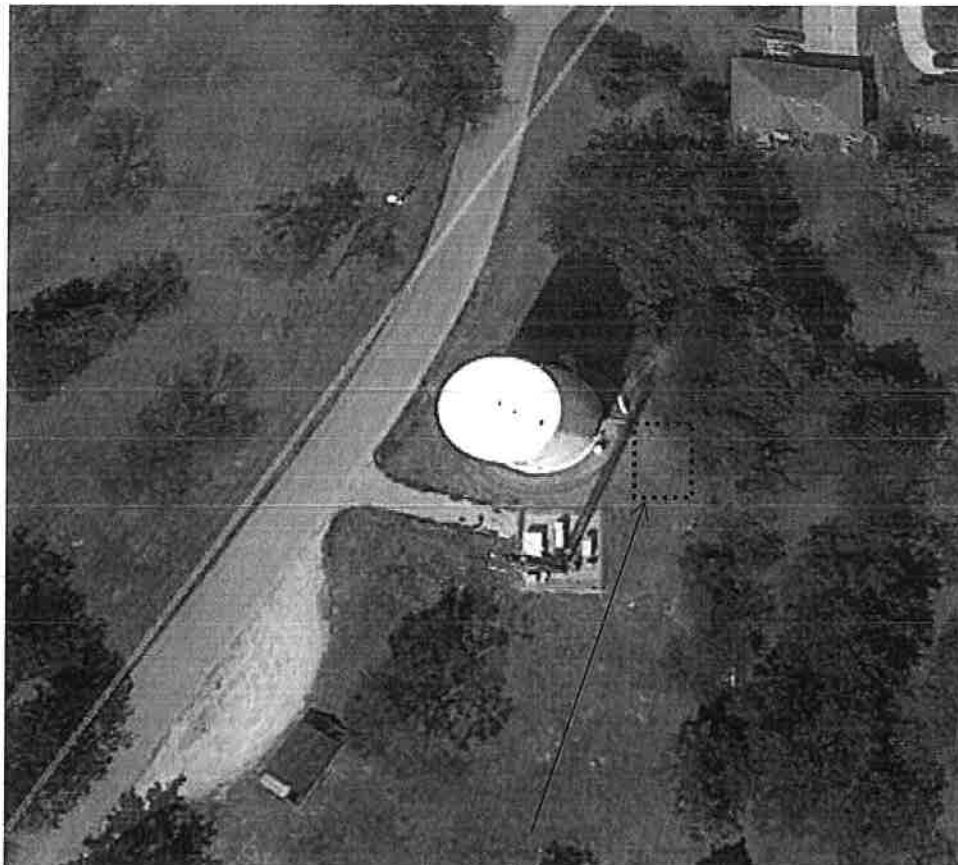
The Jackson County radio project schedule shows the new sites operational by late 2013. Without these sites, the County's agencies will have coverage gaps along the eastern border of the County. TCS is currently negotiating a lease with American Tower for use of the Lone Jack site and it is expected this site will be available for construction to start in the June time frame. At this time, it is unknown when the

new Oak Grove water tank will be completed. As a contingency plan, TCS has requested that the City of Oak Grove consider the temporary installation of the new equipment at the existing, to-be-replaced water tank located on SW 13<sup>th</sup> Street. This temporary installation would require space on the ground for the cabinetized radio equipment and space on the water tank for the proposed antennas. The City has acknowledged that this temporary installation would be acceptable, pending submission of further details. All costs for this temporary installation would be covered by Jackson County.

Once the new water tower is built, new electrical service and new antennas will be installed in preparation for the relocation of the radio equipment. The radio equipment cabinet will be disconnected from the temporary configuration, moved to its permanent location inside the new tank's base, and reactivated. It is estimated that this relocation would take approximately one day to complete.

The following is a picture from Google Earth showing the existing water tank and the approximate location of the temporary equipment cabinet. The emergency generator will not be installed at the temporary location.

**Site location:** SW 13<sup>th</sup> Street, Oak Grove, Jackson County, Missouri



Location of temporary installation, approx. 6'x10'.