

**INTERGOVERNMENTAL AGREEMENT
SITE AGREEMENT FOR DOANE CREEK COMMUNICATIONS SITE**

**OREGON DEPARTMENT OF TRANSPORTATION
AND
YAMHILL COUNTY**

This SITE AGREEMENT ("**Agreement**") is made and entered into by and between the State of Oregon acting by and through its Department of Transportation ("**State**" or "**ODOT**"), and Yamhill County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners, hereinafter referred to as ("**Agency**" or "**Yamhill County**") all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government 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.
2. Pursuant to the Oregon Laws 2010, Chapter 107 (HB 3696), sections 52 through 58, the Oregon Legislature transferred the State Radio Project (also known as OWIN), including all duties, functions and powers as well as records and property, from Oregon State Police (OSP) to Oregon Department of Transportation (ODOT). Any leases and sub-leases between your agency and OSP which specifically pertain to the State Radio Project have been transferred from OSP to ODOT by operation of law.

PRIOR AGREEMENTS SUPERSEDED: Upon execution by the Parties, this Agreement shall supersede any responsibilities and obligations of the parties, specifically related to the Doane Creek Communications Site, stated in prior agreements between ODOT and Yamhill County. Pursuant to the Inter-Agency Agreement between Oregon State Police (OSP) and ODOT, dated May 1, 2013, with an effective date of July 1, 2013, any responsibilities and obligations between OSP and Yamhill County related to the Doane Creek Communications Site are also superseded upon execution of this Agreement.

Notwithstanding the above, the Parties acknowledge that Yamhill County, under a prior agreement with OSP, was granted certain rights to the state's communications site known as Saddlebag. To date, Yamhill County has not exercised its rights but desires to install equipment in the future at terms and conditions to be agreed upon and documented under a separate agreement. Yamhill County understands the facilities at

B.O. 14-17

the Saddlebag site are adequate to support only the state's needs and will require material improvements to accommodate additional users. At such time as Yamhill County desires to install equipment at Saddlebag, a detailed request will be submitted to ODOT and the parties will work cooperatively to determine the feasibility of such co-location. Yamhill County understands and agrees that ODOT will not be financially responsible for any improvements needed to accommodate Yamhill County's use at the site.

DEFINITIONS

- a. "Colocation" means the locating by a non-Controlling Party of Wireless Communications Equipment on a common support structure or in an equipment building at a Site owned or leased by a Controlling Party.
- b. "Facility" or "Facilities" means a Tower or Towers, other support structure(s), or building(s) (also referred to as an "Accessory Structure" or "Accessory Structures") located at a Site that houses Wireless Communications Equipment, including radio or microwave transmitters, receivers, associated accessories and ancillary equipment, or a radio/microwave antenna or satellite support structure, or a combination of the above.
- c. "Project" or "Network" means the State Radio Project formerly known as (Oregon Wireless Interoperability Network "OWIN").
- d. "Site" means one of the physical locations described in this Agreement, that is occupied by or will be occupied by Facilities and Wireless Communications Equipment used by the Parties.
- e. "Wireless Communications" means communications accomplished without the use of a hard wire connection via radio, microwave or infrared technologies, including but not limited to fixed, mobile, and portable radios licensed under Federal Communications Commission rules and regulations as detailed in 47 CFR Parts 90 and 101, cellular phones, wireless networking (i.e. WiFi, WiMAX), or satellite communications.
- f. "Wireless Communications Equipment" means communications equipment, including but not limited to routers, antenna, other transmitting or receiving equipment for radio and microwave, and associated accessories and ancillary devices used to support Wireless Communications.

NOW THEREFORE, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Yamhill County has developed a Wireless Communications Site with dimensions of approximately 49' x 49' on real property owned by Agency Creek Management Co, located in Section 26 of Township 6 South, Range 7 West, Tax Lot 300, in the County of Polk, State of Oregon. The Wireless Communications Site, known as Doane Creek (the "Premises"), is equipped with two towers, 100' and 140' in height. Pursuant to the terms of this Agreement Agency is prepared to allow ODOT to install Wireless

Communications Equipment on the 140' tower, as it may be redeveloped, rebuilt, or replaced from time to time (the "Tower") and to grant ODOT certain limited shared access to the Premises for purposes related to ODOT's Wireless Communications Equipment and use of the Tower.

2. Through its own ground lease with the landowner, Agency Creek Management Co, ODOT will develop a Wireless Communications Site approximately 49' x 49' immediately adjacent to the Premises ("ODOT Site"). ODOT will construct an ice bridge over and across the ODOT Site onto the Premises where it will attach to the Tower. The ODOT Site and ice bridge are shown on Exhibit A – Site Plan.
3. Yamhill County will allow ODOT limited access to the Premises for the express purpose of installation, repairs, maintenance and other activities related to the installation and ongoing maintenance of ODOT's Wireless Communications Equipment on the Tower. Yamhill County will allow ODOT to install Wireless Communications Equipment upon the Tower as depicted in Exhibit B – Technical Information, or as may be otherwise agreed upon between the Parties.
4. In the event Yamhill County has a need to co-locate Wireless Communications Equipment on the ODOT site at some date in the future, Yamhill County shall submit a request to ODOT detailing its requirements. If ODOT is able to accommodate Yamhill County's request, the co-location may be documented by an amendment to this Agreement. Any rates or fees that may be charged will be at the then current "*ODOT/SRP Annual Colocation & Ground Lease Rental Rates*," or as may otherwise be agreed upon. The Parties will work cooperatively to complete any documents the landowner may require under the circumstances.
5. The term of this Agreement shall begin on the date of execution of this Agreement and shall run concurrently with the term of the lease between Yamhill County and the landowner. The initial term of this Agreement shall run through June 30, 2020 and may be renewed for one (1) additional term ("**Renewal Term**") of ten (10) years, so long as ODOT provides Yamhill County with written notice given not less than 180 days prior to the expiration of the original term of this Agreement.
6. If Yamhill County's lease for the Premises with the landowner should terminate for any reason, Yamhill County agrees, upon prior written request by ODOT, to make reasonable efforts to seek approval from the landowner (or its successor) for the assignment of the lease, and the transfer of any and all rights and or obligations under the lease for the Premises to ODOT so long as the site is needed for public communications purposes. Provided, however, that Yamhill County shall have no liability to ODOT in the event

Yamhill County's efforts to have the lease assigned to ODOT prove unsuccessful.

7. This Agreement may be terminated as set forth in the **TERMINATION** Section.
8. The terms and conditions of the Agreement may be amended by the Parties as set forth in the **AMENDMENT AND WAIVER** Section.

PERMITTED USE

- a. ODOT may use the agreed upon portions of the Premises for (1) the installation, maintenance, operation, and repair, of ODOT owned Wireless Communications Equipment. The ODOT owned Wireless Communications Equipment authorized to be installed on the Tower pursuant to this Agreement is limited to the Wireless Communication Equipment shown on Exhibit B. Agency owns the Tower, equipment shelter, backup power generator and all site-security items such as fencing and video surveillance systems on the Premises. ODOT will install, at its cost and expense, an ice bridge between the Premises and the ODOT Site and install Wireless Communications Equipment on the Tower, including cabling and related equipment. ODOT will own the shelter, propane tank, and all other equipment situated upon the ODOT Site. ODOT's permitted use of the Premises will be for the successful and secure use of the Premises and (2) the transmission and reception of communications signals (collectively, the "Permitted Use").
- b. If installation of, or improvement to the Facilities at either the ODOT Site or the Premises, cause an increase in property or income taxes each party will be responsible for the taxes due, if any, related to their presence on either Site.
- c. If additional upgrades to the Facilities at either the ODOT Site or the Premises need to be completed, the parties agree that they will work cooperatively toward a solution.
- d. Agency hereby grants to ODOT, limited access to the Premises to perform or obtain studies, tests or reports for the purpose of determining whether the Facility meets the requirements of ODOT for use in accordance with (1) ODOT's submitted design, engineering, operations and maintenance specifications, and (2) applicable existing or proposed governmental approvals. Such studies, tests or reports may include without limitation, surveys, engineering procedures, environmental investigations or other tests or reports on, and over, the Premises. ODOT is responsible for applicable or proposed governmental licenses and approvals' of its Microwave System at ODOT's sole expense.

RENT FOR TOWER

1. The Parties agree that pursuant to the terms of this Agreement, ODOT may be entitled to a **rent credit of up to a maximum potential amount of fifty-five thousand dollars (\$55,000.00)**, which amount represents potential reimbursement of an amount previously paid to Yamhill County as funding for a tower extension that did not occur.
2. During the term of this Agreement, Agency agrees that charges for rent from ODOT for ODOT's Wireless Communications Equipment installed on the Tower will be at the then applicable government rates stated in the then current "*ODOT/SRP Annual Colocation & Ground Lease Rental Rates.*"
3. Tower rent for the first year of this Agreement is calculated at \$1,034.50 per year and is subject to annual adjustment of 3%. Tower rent is calculated based on the following equipment:
 - 6' Dish Antenna @ 70' = \$571.50 per year
 - 11' Omni Antenna @ 100' = \$216.00 per year
 - 15' Omni Antenna @ 135' = \$247.00 per year
4. Based upon the anticipated lease term (including any renewal terms) and on the above Wireless Communications Equipment listing, it is anticipated that ODOT shall owe no Tower rent for either the initial term or any potential renewal terms of this Agreement. This understanding may change if additional Wireless Communications Equipment is later added by ODOT to the Tower by mutual agreement. In the event the parties determine that ODOT will owe Tower rent, the applicable rent shall be calculated as described above.

GOVERNMENTAL APPROVALS

The Parties agree that each Party's ability to use the Premises is contingent upon the suitability of the Premises for Agency and State intended use and both Party's ability to obtain and maintain all licenses, permits, approvals or other relief required of or deemed necessary or appropriate by regulatory agencies for its use of the Premises, including, without limitation, zoning variances, zoning ordinances, amendments, special use permits, construction permits, Federal Communications Commission (FCC), and other approvals required by any level of government (collectively, the "**Government Approvals**"). To the extent that the application or request for Government Approvals must be initiated or executed by either Party, each Party shall cooperate with the other and shall, as necessary and appropriate, support the application for any required Government Approvals, when requested by the other Party in writing, including signing applications and granting written consents as needed.

TERMINATION

This Agreement may be terminated as follows:

- a. By written consent of both Parties at any time.
- b. In the event of a default by a Party under the **DEFAULT AND RIGHT TO CURE** Section, by the non-defaulting Party after thirty (30) days' prior written notice, if the defaulting Party remains in default after the applicable cure period set forth in the notice.
- c. By either Party after not less than twelve (12) months written notice (or at such later date as stated by the terminating Party in its written notice to the other Party) that the terminating Party is; 1) unable (despite commercially reasonable efforts) to obtain, or maintain, any required Government Approval necessary for the operation of the Facility as now or hereafter intended; 2) a Party determines in its reasonable discretion that the cost of obtaining or maintaining a Government Approval is commercially unreasonable; 3) for interference in accordance with the **INTERFERENCE** Section; or 4) in the event of circumstances described in the **ENVIRONMENTAL** Section.
- d. Immediately, or at such later date as agreed by either party upon written notice (1) if the terminating party is unable to obtain, or maintain, any required Government Approval necessary for the operation of the Facility as now or hereafter intended by the party; or (2) if the terminating party determines in its sole discretion that the Facility no longer meets the party's requirements for continued use, as described in **GOVERNMENTAL APPROVALS**, above; or (3) for interference in accordance with the **INTERFERENCE** Section.
- e. By ODOT upon written notice to Agency, for any reason, at any time prior to commencement of construction by ODOT, provided expenses paid by Agency on behalf of ODOT (if any) are paid within forty five (45) days of termination notice. Total reimbursable expenses will be provided to ODOT by Agency within forty five (45) days of such termination notice.
- f. As provided elsewhere in this Agreement.

INSURANCE

Each Party shall provide insurance or self-insurance as described below:

- a. The State is self-insured under ORS 30.282(2) up to the limits described in ORS 30.269 to 30.273. In addition, the State has qualified for self-insurance under ORS 806.130 of the Oregon Vehicle Code up to the limits as set forth in ORS 806.070. Upon request by the Agency, the State shall provide written proof of self-insurance to the Agency.
- b. Agency shall, at its own cost and expense, either (1) secure and maintain a policy of insurance from a qualified insurance company(s) through the term of this Agreement, or (2) provide similar type protection through an Administrative Trust commonly known as City County Insurance Services. In either case, Agency shall

secure liability protection with respect to its operations and operations of its officers, employees, and agents including volunteers acting within the scope of their employment or duties arising out of a governmental or proprietary function, equivalent to the limits identified in the Oregon Tort Claims Act, ORS 30.260 through 30.300.

- c. The insurance certificates will be located in the applicable file and will be made available upon request by any of the Parties.
- d. All employers, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.

INTERFERENCE

- a. Upon request, Agency will provide ODOT with a list of all existing radio frequency user(s) on a site specific Radio Frequency Data Sheet (RFDS), if any, on the Premises to allow ODOT to evaluate the potential for interference. ODOT warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Premises so disclosed by Agency, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.
- b. Upon request, ODOT will provide Agency with a list of all existing radio frequency user(s) on a site specific Radio Frequency Data Sheet (RFDS), if any, on the Premises or the ODOT Site to allow Agency to evaluate the potential for interference. Agency warrants that its use of the Premises will not interfere with planned radio frequency user(s) on the Premises or the ODOT Site so disclosed by ODOT, as long as the planned radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.
- c. Agency shall not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Premises, if such use that Agency is aware of may in any way adversely affect or interfere with the Facility, the operations of ODOT or the rights of ODOT under this Agreement. Agency shall notify ODOT in writing, via United States Mail, Email or facsimile prior to granting any third party the right to install and operate Wireless Communications equipment on the Premises.
- d. ODOT shall not grant, after the date of this Agreement, a lease, sublease, assignment, license or any other right to any third party for the use of the Premises or the ODOT Site, if such use that ODOT is aware of may in any way adversely affect or interfere with the Facility, the operations of Agency or the rights of Agency under this Agreement. ODOT shall notify Agency in writing, via United States Mail, Email or facsimile prior to granting any third party the right to install and operate Wireless Communications Equipment on the Premises or the ODOT Site.

- e. ODOT shall not use, nor shall ODOT permit its employees, tenants, licensees, invitees or agents to use, any portion of the Premises in any way which interferes with the Premises or the Facility, the operations of Agency or the rights of Agency under its lease or this Agreement. ODOT shall cause such interference to cease within seventy two (72) hours after receipt of notice of interference from Agency. In the event any such interference does not cease within the aforementioned cure period, then the Parties acknowledge that Agency shall suffer irreparable injury, and therefore, Agency may, in addition to any other rights that Agency may have at law or in equity for ODOT's breach of this Agreement, elect to enjoin such interference or to immediately terminate this Agreement upon notice to ODOT.

REPRESENTATIONS AND WARRANTIES

a. ODOT OBLIGATIONS

- I. ODOT shall abide by the terms and conditions set forth in the lease between Agency and the landowner.
- II. ODOT shall test its newly installed Wireless Communications Equipment as identified in Exhibit B to ensure there is not interference with Agency's and other user's Wireless Communications Equipment at the Premises.
- III. ODOT shall maintain its own Wireless Communications Equipment on the Premises.
- IV. Upon request, ODOT shall provide a copy of the FCC license to the Agency.
- V. ODOT shall be responsible for payment and acquisition of any permits solely required by State or other applicable state, federal or local laws.
- VI. The individual signing this Agreement for ODOT has the authority to enter into this Agreement on behalf of ODOT.
- VII. ODOT understands that when delivered and executed, the Agreement is a valid and legally binding obligation of ODOT enforceable in accordance with its terms.

b. AGENCY OBLIGATIONS

- I. Agency is duly organized, validly existing and in good standing and has the right, power and authority to enter into and perform its responsibilities under this Agreement.
- II. When delivered and executed, the Agreement is a valid and legally binding obligation of the Agency enforceable in accordance with its terms.
- III. The individual signing this Agreement for Agency has the authority to enter into this Agreement on behalf of Agency.
- IV. Agency acknowledges that it is the legal lessee, sublessee or assignee of the Premises.
- V. To the best of Agency's knowledge, the Premises is in full compliance with applicable state and federal environmental laws and regulations affecting it.

- VI. Agency, to the best of its knowledge, is not aware of any threatened or pending proceedings or actions by any governmental entity under any state, federal or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.
- VII. Agency, to the best of its knowledge, has not stored, produced or disposed of any hazardous or toxic material on the Premises.
- VIII. Agency, to the best of its knowledge, represents and warrants that the Premises are not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect the Permitted Use and enjoyment of the Premises under this Agreement.
- IX. To the best of its knowledge, Agency's execution and performance of this Agreement does not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Agency.

ENVIRONMENTAL

- a. In the event either party becomes aware of any hazardous materials on the Premises, or any environmental or industrial hygiene condition or matter relating to the Premises that, in either party's sole determination, renders the condition of the Premises unsuitable for its intended use, or if either party believes that the leasing or continued leasing of the Premises would expose it to undue risks of government action, intervention or third-party liability, then either party may, in addition to any other rights it may have at law or in equity, terminate the Agreement upon notice to the other party.
- b. Neither Party will knowingly bring material on the Premises, or willfully or intentionally create any environmental or industrial hygiene condition on the Premises that is in material violation of any applicable law or that renders the condition of the Premises unsuitable for use by any occupants of the Facility.

ACCESS

At no additional charge to ODOT, and with the approval of Agency, as evidenced by its signature below, ODOT and its employees, agents, and subcontractors, shall have twenty-four (24) hour per day, seven (7) day per week access to the Premises, for the installation, maintenance and operation of ODOT's Wireless Communication Equipment. Agency agrees to provide to ODOT such codes, keys and other instruments necessary for such access at no additional cost to ODOT; provided, however, that in the event ODOT is responsible for any loss of or damage to codes, keys and/or other access related instruments or equipment, ODOT shall be solely responsible for all costs and expenses associated with the repair or replacement of codes, keys and/or other access related instruments or equipment.

REMOVAL/RESTORATION

All Wireless Communications Equipment brought onto the Premises by ODOT will remain ODOT's personal property and, at ODOT's option, may be removed by ODOT at any time during the term of this Agreement. Agency covenants and agrees that no part of the Wireless Communication Equipment placed on the Premises by ODOT will become, or be considered as being, affixed to or a part of the Premises, it being the specific intention of Agency that it remain the property of ODOT and that it may be removed by ODOT at any time during the term of this Agreement. Within one hundred twenty (120) days of the termination of this Agreement, ODOT shall remove all of ODOT's Wireless Communications Equipment and any other above-ground improvements and ODOT shall, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond ODOT's control excepted. Notwithstanding the foregoing, ODOT shall not be responsible for the replacement of any trees, shrubs or other vegetation, nor shall ODOT be required to remove from the Premises any underground utilities.

MAINTENANCE/UTILITIES

- a. ODOT shall at its sole expense and without contribution from Agency, keep and maintain its Wireless Communications Equipment in good condition, reasonable wear and tear and damage from the elements excepted. Agency shall at its sole expense without contribution from ODOT, maintain the Premises, the Tower, and Accessory Structures, and access thereto in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.
- b. Each party shall pay their own utility charges for electricity service. Neither party will be held responsible for utility service problems that are not willfully caused by them.

DEFAULT AND RIGHT TO CURE

- a. The following shall be deemed a default by the Parties and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay; or (ii) ODOT's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Agency specifying the failure. No such failure, however, will be deemed to exist if ODOT (1) has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence; or (2) has a good faith basis upon which to contest and defend against the claim of failure. Delay in curing a default will be excused if due to causes beyond the reasonable control of ODOT. If ODOT remains in default beyond any applicable cure period, Agency may exercise any and all rights and remedies available to it under law and equity, including but not limited to termination of this Agreement.
- b. The following will be deemed a default by Agency and a breach of this Agreement. Agency's failure to perform any term, condition or breach of any

warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from ODOT specifying the failure. No such failure, however, will be deemed to exist if Agency (1) has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence; or (2) has a good faith basis upon which to contest and defend against the claim of failure. Delay in curing a default will be excused if due to causes beyond the reasonable control of Agency. If Agency remains in default beyond any applicable cure period, ODOT may exercise any and all rights available to it under law and equity, including the right to cure Agency's default and to deduct the costs of such cure from any monies due to ODOT from Agency.

NOTICES

- a. Any notice required or permitted to be sent under this Agreement will be deemed sent when it is deposited in the United States Mail, postage prepaid, addressed to the other Party or Parties at the following address, or at a new address, if such new address has been given to the other Parties. Address changes and contact information may be submitted using United States Mail, email, or facsimile, if appropriate.
- b. Either Party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.
- c. The ODOT and Agency Contacts identified in this Agreement are:

State Contact
If to State: ODOT/OSP Wireless Section Manager, or designee
455 Airport Rd SE, Building C
Salem, OR 97301-5375
Robert.L.Reish@odot.state.or.us
(503) 986-2896

Agency Contact:
If to Agency: Murray Paolo, IS Manager
Yamhill County
636 NE 7th Street
McMinnville, OR 97128
(503) 434-7505 x 6
paolom@co.yamhill.or.us

Agency 24 Hour Contact
YCOM Dispatch
121 SW Adams Street
McMinnville, OR 97128
Phone: 503-434-6500
Fax: 503-472-5314
E-mail: questions1@ycom911.org

SEVERABILITY

- a. Each and every provision of this Agreement is distinct and severable, and if any provision is held invalid by a court of competent jurisdiction or other governmental authority, each such provision is to be stricken without affecting the validity of the remaining provisions.
- b. Each Party certifies and represents that the individuals signing this Agreement have been authorized to enter into and execute the Agreement on behalf of its agency, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind the Party.

CONDEMNATION

- a. If during the entire term of this Agreement there is a taking or damaging of all or any portion of the Premises by the exercise of any governmental power, whether by legal proceedings or otherwise, or a transfer by the landowner either under threat of condemnation or while legal proceedings for condemnation are pending (a" Condemnation"), such that there can be no reasonable use of the Premises by Agency or ODOT, this Agreement will terminate on the date the government agency has the right to possession of the property being condemned. That portion of the award constituting compensation for the taking of Agency's interest in the Premises must be paid to Agency, but any portion of the award attributable to ODOT's interest under this Agreement, if any, must be paid to ODOT.
- b. If during the term of this Agreement there is a partial taking of a part of the Premises by condemnation, and the Parties determine that a reasonable use can be made of the Premises, then this Agreement will remain in effect. To the extent there are restoration costs associated with such taking, the condemnation award must be applied to pay for these restoration costs.

CASUALTY

If any part of the Facility or Premises is damaged by fire or other casualty so as to render the Premises unsuitable, then either party, in their reasonable discretion, may terminate this Agreement by providing written notice to the other party, which termination will be effective as of the date of such damage or destruction. If such notice of termination is given, or if either party undertakes to rebuild the Facility, the Parties agree to use reasonable efforts to permit the other to place temporary transmission and reception facilities on the Premises at no additional Rent until such time as they are able to secure a replacement transmission location or the reconstruction of the Facility is completed.

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, Agency and State each waive any claims that each may have against the other with respect to consequential, incidental or special damages. Further, each Party shall take reasonable precautions to

protect the other Party's equipment or personal property located on the Premises, but neither Party is responsible for damage to, or loss of, any equipment or personal property of the other Party for any reason unless the loss is caused by the negligence or wrongful acts of the non-owning Party.

AMENDMENT AND WAIVER

This Agreement cannot be amended, modified, or revised unless done in writing and signed by an authorized agent of State and an authorized agent of the Agency. No provision may be waived except in a writing signed by both Parties.

MEDIATION

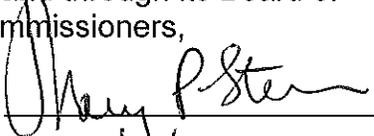
The Parties shall cooperate to resolve any disagreements under this Agreement. If the Parties are unable to resolve a conflict, they shall present their disagreements to a mutually agreeable mediator for mediation. Each Party shall bear its own costs for mediation and the Parties shall share the cost of the mediator. This procedure must be followed to its conclusion prior to either Party seeking relief from the court, except in the case of an emergency.

ENTIRE AGREEMENT

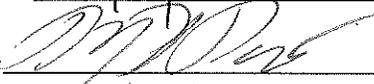
This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

THE PARTIES, by execution of this Agreement hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

YAMHILL COUNTY,
by and through its Board of
Commissioners,

By 

Date 3/12/14

By 

Date 3/12/2014

Agency Contact:
Murray Paolo, IS Manager
Yamhill County
636 NE 7th Street
McMinnville, OR 97128
(503) 434-7505 x 6
paolom@co.yamhill.or.us

APPROVED AS TO FORM:

By 

Christian Boenisch
County Counsel

LIST OF EXHIBITS

- Exhibit A – Site Plan
- Exhibit B – Technical information

STATE OF OREGON, by and through
its Department of Transportation

By 
Major Projects Branch Manager

Date 3-6-2014

APPROVAL RECOMMENDED

By  **Robert Reish**
ODOT/OSP Wireless Section Manager, or
designee

Date 3/3/14

State Contact:
ODOT/OSP Wireless Section Manager, or
designee
455 Airport Road, Building C
Salem, OR 97301
503-986-2896
Robert.l.reish@odot.state.or.us

Accepted by Yamhill County
Board of Commissioners on
1/16/14 by Board Order
14-17



NOT FOR CONSTRUCTION

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STATE RADIO PROJECT
INTEROPERABILITY NETWORK
 2830 STATE STREET NE, SUITE 200
 SALEM, OREGON 97331
DOANE CREEK
 POLK COUNTY, OREGON

ENLARGED SITE PLAN	
SITE ID	17276
DRAWN BY	RAS/ABD/RC/NDT
REV-A	6/6/05/DR2
SHEET NO.	C-2
SCALE	1/8" = 1'-0"
REV-B	6/20/05/DRS
REV-C	6/20/05/DRS
REV-D	6/20/05/DRS
REV-E	6/20/05/DRS

SCOPE OF WORK: Items listed will correspond to drawing label as shown numerically. Install one (1) 15'-0" & one (1) 11'-0" Omni antenna on tower leg A. Install one (1) 4' MW antenna for shot to Eagle Crest @ 88'-0" C.L. AGL on tower leg B. Install the antenna mounts, coax, connectors, and grounding for each antenna. Install two equipment racks in shelter for the Trunked Radio Station. Compound

1. Proposed grade and gravel compound.
2. Install new 49'-0" x 49'-0" fenced compound with 12'-0" double leaf gate.
3. Install new H-frame with meter base.
4. Install new 1000 gallon propane tank on 4'-0" x 12'-0" concrete pad.
5. Install new 1000 gallon propane tank on 4'-0" x 12'-0" concrete pad.
6. Install two (2) 2" underground conduits, (1) one for propane tank to inside building for telemetry and (1) one for propane tank to inside building for gas.

Shelter/Communications Building

7. Install new 11'-6" x 21'-6" equipment/generator shelter with 30kW generator.
8. Install two (2) equipment racks to accommodate the trunk radio station. Install (1) rack for MW radios.
9. Install new 2180 AH battery stack.

Tower

10. This site has two existing self support towers inside the compound, one is 100' the other is 140'-0", SRP to use the 140' SST.
11. Install one (1) new 11' Omni antenna required for TRS at 105'-0" C.L. AGL & one (1) new 15' Omni antenna required for TRS at 141'-0" C.L. AGL on tower leg A of 140'-0" SST. Install the antenna mounts, coax, connectors, and grounding for each antenna.
12. Coax, waveguide, connectors, jumpers, etc. to be installed on new icebridge & waveguide ladder.

MW Connectivity

13. This site is in need of digital MW connectivity and the Alcatel-Lucent SAT 87705 network switch. Install one (1) P14-65 4'-0" MW @ 88'-0" C.L. AGL on tower leg B of 140'-0" SST. Install the antenna mount, waveguide, coax, connectors, and grounding for the antenna.

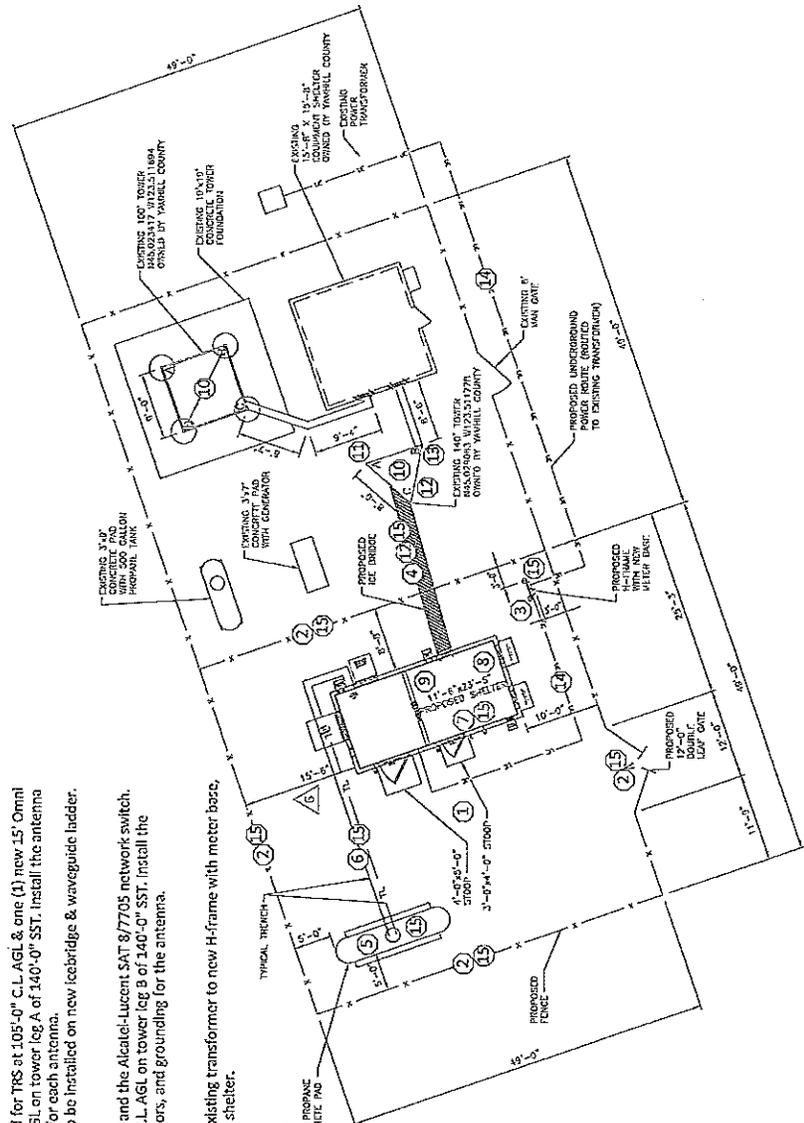
Power

14. Install new underground power route from existing transformer to new H-frame with meter base, and from H-frame with meter base to new shelter.

Grounding

15. Grounding to be installed to Harris standards.

NOTE:
 1. ALL ANTENNA AND LINE WORK TO BE COMPLETED BY OTHERS.
 2. TO BE INSTALLED BY OTHERS.



TOWER LOAD DATA SHEET for Doane Creek (Tower 1) F72701

Latitude 45.02332 Longitude -123.51178 Site Elevation 1295 Orientation Tower Type 71 Self Supporting Tower Height 140 Tower Status 3 Existing Site Project Manager Jim Crawford Appurtenance Mapping 5/3/2012 County Polk State Oregon

Load Status	Owner	Load ID	System Description	Path To	Load Type	Antenna Model	Freq (hz)	Size of MW or Ant. (ft)	Waveguide or Coax	Line Size (in)	Mount Height (ft)	Leg or Face
EXISTING	tbd	1	DIPOLE	NA	DIPOLE	NA	NA	5 NA	NA	NA	130	293A LEG
EXISTING	tbd	2	PANEL	NA	PANEL	NA	NA	3 NA	NA	NA	127	54A LEG
EXISTING	tbd	3	DIPOLE	NA	DIPOLE	NA	NA	5 NA	NA	NA	122	293A LEG
EXISTING	tbd	4	OMNI	NA	OMNI	NA	NA	5 NA	NA	NA	111	293A LEG
EXISTING	tbd	5	OMNI	NA	OMNI	NA	NA	5 NA	NA	NA	76	293A LEG
EXISTING	tbd	6	YAGI	NA	YAGI	NA	NA	6 NA	NA	NA	22	54A LEG
EXISTING	tbd	7	YAGI	NA	YAGI	NA	NA	2 NA	NA	NA	17	27A LEG
EXISTING	tbd	8	GPS ANTENNA	NA	GPS ANTENNA	NA	NA	NA	NA	NA	10	A LEG
EXISTING	tbd	9	OMNI	NA	OMNI	NA	NA	20 NA	NA	NA	140	B LEG
EXISTING	tbd	10	OMNI	NA	OMNI	NA	NA	10 NA	NA	NA	118	B LEG
EXISTING	tbd	11	DIPOLE 2 BAY	NA	DIPOLE 2 BAY	NA	NA	5 NA	NA	NA	93	B LEG
EXISTING	tbd	12	OMNI	NA	OMNI	NA	NA	5 NA	NA	NA	79	B LEG
EXISTING	tbd	13	DIPOLE 4 BAY	NA	DIPOLE 4 BAY	NA	NA	20 NA	NA	NA	118	278 C LEG
EXISTING	tbd	14	PANEL	NA	PANEL	NA	NA	5 NA	NA	NA	99	331 C LEG
PROPOSED SRP		15	RX AMPLIFIER	NA	AMPLIFIER	DS77MD31-S	NA	3 NA	NA	NA	129	B LEG
PROPOSED SRP		16	RX TRUNKED RADIO	NA	OMNI	dbSpectra DS7C10F36U-D	800	15 LDF5-50A	7/8	7/8	128	90 B LEG
PROPOSED SRP		17	TX TRUNKED RADIO	NA	OMNI	dbSpectra DS7A08F36U-D	800	11 LDF5-50A	7/8	7/8	100	90 B LEG
PROPOSED SRP		18	MW DESIGN FINAL	Eagle Crest	STD/RAD MW	Andrew PAR6-59W	6000	6 EW-63	2.01	2.01	70	98.6 B LEG

Load ID # 15, 16, 17, 18 - Department of Transportation Antennas to be added under this Agreement.

B0.14-17
EXHIBIT B