



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of June 29th, 2015

DATE: June 26th, 2015

FROM: Rick Silbaugh 9-1-1 (541) 322-6100

TITLE OF AGENDA ITEM:

Consideration of Board Signature Document No. 2015-431, an IGA between Deschutes County 9-1-1 and the Oregon State Department of Transportation regarding Use of 911 Radio Towers.

PUBLIC HEARING ON THIS DATE? No

BACKGROUND AND POLICY IMPLICATIONS:

As part of the state radio project, ODOT needs 9-1-1's radio tower in order to complete their infrastructure in Central Oregon. This also allows 9-1-1 to partner with the state to share resources and reduce costs as we move forward with the Central Oregon Radio Project as part of the 9-1-1 strategic plan.

FISCAL IMPLICATIONS:

None initially, but should 9-1-1 find it's not able to partner with the State then the State shall begin paying site rental to 9-1-1.

RECOMMENDATION & ACTION REQUESTED:

Signage of Document No. 2015-431.

ATTENDANCE: Rick Silbaugh

DISTRIBUTION OF DOCUMENTS:

Two completed copies of the agreement should be returned to Rick Silbaugh at 9-1-1 who will work with the State to complete the execution of the agreement.

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line.

Date:

Department:

Contractor/Supplier/Consultant Name:

Contractor Contact:

Contractor Phone #:

Type of Document: IGA to allow ODOT usage of the DC911 tower and radio room

Goods and/or Services: Please be as complete as possible.

Background & History: Part of DC911 radio project, ODOT needs the 911 tower to complete their radio project in Central Oregon and this will be used as part of further cooperation and colocation between DC911 and the State of Oregon to share costs.

Agreement Starting Date:

Ending Date:

Annual Value or Total Payment:

Insurance Certificate Received (check box)

Insurance Expiration Date:

Check all that apply:

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No

If **No**, has budget amendment been submitted? Yes No

Is this a Grant Agreement providing revenue to the County? Yes No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance:


Name:

Phone #:

Departmental Contact and Title: Rick Silbaugh
322-6100

Phone #: (541)

Department Director Approval:


Signature

6/24/15
Date

Distribution of Document: Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number _____

**INTERGOVERNMENTAL AGREEMENT
BEND DESCHUTES COUNTY 9-1-1 COMMUNICATIONS SITE**

This AGREEMENT (“**Agreement**”) is made and entered into between and among the **State of Oregon acting by and through the Oregon Department of Transportation (“State”)**, and **Deschutes County 9-1-1 Service District**, by and through its elected officials hereinafter referred to as (“**Agency**”) 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. Agency co-developed the real property with State, acting by and through its Department of State Police, as identified in State’s Intergovernmental Agreement dated December 8, 2008 between State and Agency (the “Property”) in the County of Deschutes, State of Oregon. The Property is developed with a communications tower (as it may be redeveloped, rebuilt, or replaced from time to time, the “Tower”), and Shelter (as it may be redeveloped, rebuilt, or replaced from time to time, the “Shelter”). The Tower and Shelter on the Property are herein after referred to as the “Site.”
3. The Site provides a resource sharing opportunity for Agency and State to promote good use of public resources and a possible future opportunity for public safety communications interoperability.

DEFINITIONS

1. “Facility” means a Tower, other support structure, or building (Accessory Structure) located at a Site that houses 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.
2. “Site” the physical location described in this Agreement, that is occupied by or will be occupied by Facilities used by the Parties.
3. “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. TERM. The term of this Agreement, shall begin on July 1st, 2015 (“**Effective Date**”) and continues for ten (10) years (“**Initial Term**”).
2. RENEWALS. This Agreement may be renewed without further documentation for one (1) additional term (“**Renewal Term**”) of ten (10) years, so long as State meets all of the terms

of this Agreement. The Initial Term and the Renewal Terms are jointly referred to as the (“Term”).

3. PERMITTED USE

- a. State may use portions of the Premises for (1) the installation, maintenance, operation, and repair, of State-owned Communications Equipment.
- b. Agency allocates to State space on Agency’s Tower and in its Shelter located on the Property (collectively, the “Premises”) for State’s Wireless Communications Equipment, identified in **Exhibit A (“Equipment”)**, together with the right of unrestricted access for State’s uses from the nearest public right of way to the Premises. Exhibit A may be modified without amendment to this Agreement with written request from State and written authorization from Agency. Authorization required by this section may be provided by U.S. Mail or E-mail by an authorized representative of each Party .
- c. The “Rack Layout” document, attached hereto as **Exhibit B (“Rack Layout”)**, and by this reference made a part of this Agreement, identifies Shelter space allotted for State’s equipment.
- d. State shall provide its own batteries and warrants that its equipment will occupy only the space authorized on the RACK LAYOUT.
- e. If upgrades to the Premises or Facility need to be completed to accommodate State’s Equipment, both groups will work cooperatively towards a solution. The upgrades will be completed by State at State’s expense unless the upgrades were requested by Agency.
- f. State may perform or obtain studies, tests or reports for the purpose of determining whether the Communication Facility meets the requirements of State for use in accordance with (1) State’s 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. State is responsible for applicable or proposed governmental licenses and approvals’ of its Microwave System at State’s sole expense.

4. RENT/FEES.

- a. Agency authorizes the State to use the Site rent-free for one-year from the Effective Date.
- b. If Agency and State do not enter into additional agreements that provide benefits to Agency comparable to the benefits State is receiving at this Site, beginning on the one-year anniversary of the Effective Date State shall pay a one-time fee of \$ 9,000.00 and an annual rental payment of \$ 9,000.00 per year increased by 3% annually.
- c. If Agency and State enter into additional agreements that provide comparable benefits to Agency, State’s use of the Premises shall remain rent-free for the duration of this Agreement.

5. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to State, and with the approval of Agency, as evidenced by its signature below, State and

its employees, agents, and subcontractors, shall have twenty-four (24) hours per day, seven (7) days per week pedestrian and vehicular access to and over the Property, from a public road to the Premises, for the installation, maintenance and operation of State's Wireless Communications Equipment and any utilities serving the Premises. Agency agrees to provide to State such codes, keys and other instruments necessary for such access at no additional cost to State. The keys can be obtained by contacting Agency in advance by telephone at (541)-388-0185.

6. MAINTENANCE/UTILITIES.

a. Agency Shall:

- I. At its sole expense without contribution from State, maintain the Property, the Tower, and Shelter, and access thereto in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Notwithstanding the foregoing, if the Tower or Shelter is damaged to a weather event or other out of the ordinary event, State and Agency shall work cooperatively to seek a solution to meet the needs of both Parties.
- II. Agency shall be responsible for paying all utility charges for electricity service. Agency shall not be held responsible for utility service problems that are not willfully caused by Agency. If power for the Tower and Shelter is sub-metered from the other buildings Agency has on the Property, Agency may invoice State for its proportionate share of the power cost calculated on a percentage based on the number of racks State is using divided by the total number of racks in use at the site.
- III. Maintain its equipment properly licensed by the FCC and shall provide a copy of the FCC license to the State upon request.
- IV. Maintain its own equipment at the Site in good condition, reasonable wear and tear and damage from the elements excepted.

b. State shall:

- I. Maintain its equipment properly licensed by the FCC and shall provide a copy of the FCC license to the Agency upon request.
- II. Maintain its own equipment at the Site in good condition, reasonable wear and tear and damage from the elements excepted.

7. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by State will remain State's personal property and, at State's option, may be removed by State at any time during the Term. Agency covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by State will become, or be considered as being, affixed to or a part of the Property, it being the specific intention of State that all improvements of every kind and nature constructed, erected or placed by State on the Premises remain the property of the State and may be removed by State at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, State shall remove all of State's above-ground improvements and State 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

State's control excepted. Notwithstanding the foregoing, State shall not be responsible for the replacement of any trees, shrubs or other vegetation, nor shall State be required to remove from the Premises or the Property any underground utilities.

8. GOVERNMENTAL APPROVALS.

- a. The Parties agree that State's ability to use the Premises is contingent upon the suitability of the Premises for State intended use and State'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 Agency, Agency shall cooperate with the State and shall, as necessary and appropriate, support the application for any required Government Approvals, when requested by the State in writing, including signing applications and granting written consents as needed.
- b. State shall be responsible for payment and acquisition of any permits and approvals solely required by State for its Permitted Use of the Premises.

9. TERMINATION. This Agreement may be terminated as follows:

- c. By written consent of both Parties at any time.
- d. 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.
- e. 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 Communication 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.
- f. Immediately, or at such later date as agreed by the Parties upon written notice from State, if State (1) is unable to obtain, or maintain, any required Government Approval necessary for the operation of the Communication Facility as now or hereafter intended by State; or (2) State determines in its sole discretion that the Communication Facility does not meet State's requirements for continued use, as described in **GOVERNMENTAL APPROVALS** Section, above; or (3) for interference in accordance with the **INTERFERENCE** Section.
- g. By State upon written notice to Agency, for any reason, at any time prior to commencement of installation of Equipment by State, provided expenses paid by Agency on behalf of State are paid within forty five (45) days of termination notice. Total

reimbursable expenses will be provided to Agency by State within forty five (45) days of such termination notice.

- h. By State for any reason upon three-hundred sixty-five (365) days prior written notice to Agency and with a one-time payment by State to Agency of \$9,000.00 if at the time of termination State has not been required to make the one-time payment to Agency required in Subsection 4b.

10. INTERFERENCE

- a. Agency will provide State with a list of all existing radio frequencies used on the Site, if any, on the Property to allow State to evaluate the potential for interference. State shall test its newly installed equipment to ensure there is not interference with other user's equipment at the Site. State warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property 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. 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 Property, if such use that Agency is aware of may in any way adversely affect or interfere with the Communication Facility, the operations of State or the rights of State under this Agreement. Agency shall notify State in writing, via United States Mail, Email or facsimile prior to granting any third party the right to install and operate communications equipment on the Property.
- c. Agency shall not use, nor shall Agency permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of State or the rights of State under this Agreement. Agency shall cause such interference to cease within seventy two (72) hours after receipt of notice of interference from State. In the event any such interference does not cease within the aforementioned cure period, then the Parties acknowledge that State shall suffer irreparable injury, and therefore, State may, in addition to any other rights that State may have at law or in equity for Agency's breach of this Agreement, elect to enjoin such interference or to terminate this Agreement upon notice to Agency.

11. 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 Communication Site 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.

12. CONTRIBUTION

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party to an Agreement (the "Notified Party") with respect to which the other Party to an Agreement ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- b. With respect to a Third Party Claim for which the State is jointly liable with the Agency (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Agency in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Agency on the other hand is determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- c. With respect to a Third Party Claim for which the Agency is jointly liable with the State (or would be if joined in the Third Party Claim), the Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Agency on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Agency on the one hand and of the State on the other hand is determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Agency's contribution amount in any instance is capped to the same extent it would have

been capped under Oregon law if it had sole liability in the proceeding. This contribution provision shall also be applicable to any claims for environmental contamination.

13. ENVIRONMENTAL

- a. In the event Agency becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Agency's sole determination, renders the condition of the Premises or Property unsuitable for State's use, or if Agency believes that the leasing or continued leasing of the Premises would expose Agency to undue risks of government action, intervention or third-party liability, Agency may, in addition to any other rights it may have at law or in equity, terminate the Agreement upon notice to State.
- b. Neither Party will not bring material on the Property, or create any environmental or industrial hygiene condition on the Property that is in material violation of any applicable law and renders the condition of the Premises or Property unsuitable for use by any occupants of the Communications Facility.

14. DEFAULT AND RIGHT TO CURE

- a. The following shall be deemed a default by State 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 from Agency of such failure to pay; or (ii) State'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 State (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 State. If State 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 State specifying the failure. No such failure, however, will be deemed to exist if Agency has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. 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, State 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 Agency from State.

15. 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 State and Agency Contacts identified in this Agreement are:

Agency Contact

Tim Beuschlein
PO Box 6005, Bend, OR 97701
Phone: (541) 388-0185
Fax: (541) 382-5767
Email: tim.beuschlein@deschutes.org

Agency 24 Hour Contact

Deschutes County 9-1-1 Systems Mgr or their designee
Phone: (541) 419-6604
Email: _911_Systems@deschutes.org

State Contact

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

State 24 Hour Contact

ODOT/OSP Wireless Section Manager, or designee
Phone: 503-986-2911

16. 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.

17. CASUALTY. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in State's sole determination, then State may terminate this Agreement by providing written notice to Agency, which termination will be effective as of the date of such damage or destruction. If notice of termination is given, or if State or Agency undertake to rebuild the Communications Facility, Agency agrees to use reasonable efforts to permit State to place temporary transmission and reception facilities on the Property at no additional Rent until such time as State is able to secure a replacement transmission location or the reconstruction of the Communication Facility is completed.
18. 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 Property and 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.
19. 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.
20. MEDIATION. The Parties shall cooperate to resolve any disagreements under the Governing Documents. 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.
21. REPRESENTATIONS AND WARRANTIES
- a. State represents and warrants:
- I. State 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.
 - V. State understands that when delivered and executed, the Agreement is a valid and legally binding obligation of State enforceable in accordance with its terms.
 - VI. State agrees that the individual signing this Agreement for State has the authority to enter into this Agreement on behalf of State.
- b. Agency represents and warrants:
- I. Agency is the legal owner of the Premises.
 - II. To the best of Agency's knowledge, the Property is in full compliance with applicable state and federal environmental laws and regulations affecting it.
 - III. There are no 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.
 - IV. Agency has not stored, produced or disposed of any hazardous or toxic material on the Property.

- V. The Property is 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.
- VI. 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.
- VII. 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.
- VIII. When delivered and executed, the Agreement is a valid and legally binding obligation of the Agency enforceable in accordance with its terms.
- IX. The individual signing this Agreement for Agency has the authority to enter into this Agreement on behalf of Agency.

22. 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.

Deschutes County 9-1-1 Service District

By _____

Date _____

By _____

Date _____.

Agency Contact:

Rick Silbaugh, or designee
PO Box 6005, Bend, OR 97701
Phone: (541) 388-0185
Fax: (541) 382-5767
Email rick.silbaugh@deschutes.org

STATE OF OREGON, by and through
its Department of Transportation

By _____
Major Projects Branch Manager

Date _____

APPROVAL RECOMMENDED

By _____
ODOT/OSP Wireless Section Manager, or
designee

Date _____

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

EXHIBIT A – AUTHORIZED EQUIPMENT

Authorized Tower Equipment:

- QTY 1 – Ice Shield ISMD4 @~92' B Leg
- QTY 1 – HP MW Andrew VHLPX800-11 @~88' B Leg (Path to Bend Maint M/W)
- QTY 1 – Ice Shield ISMD6 @ 90' C Leg
- QTY 1 – STD/RAD MW Andrew PARX6-59W @85' C Leg (Path to Sugar Pine – New Tower)

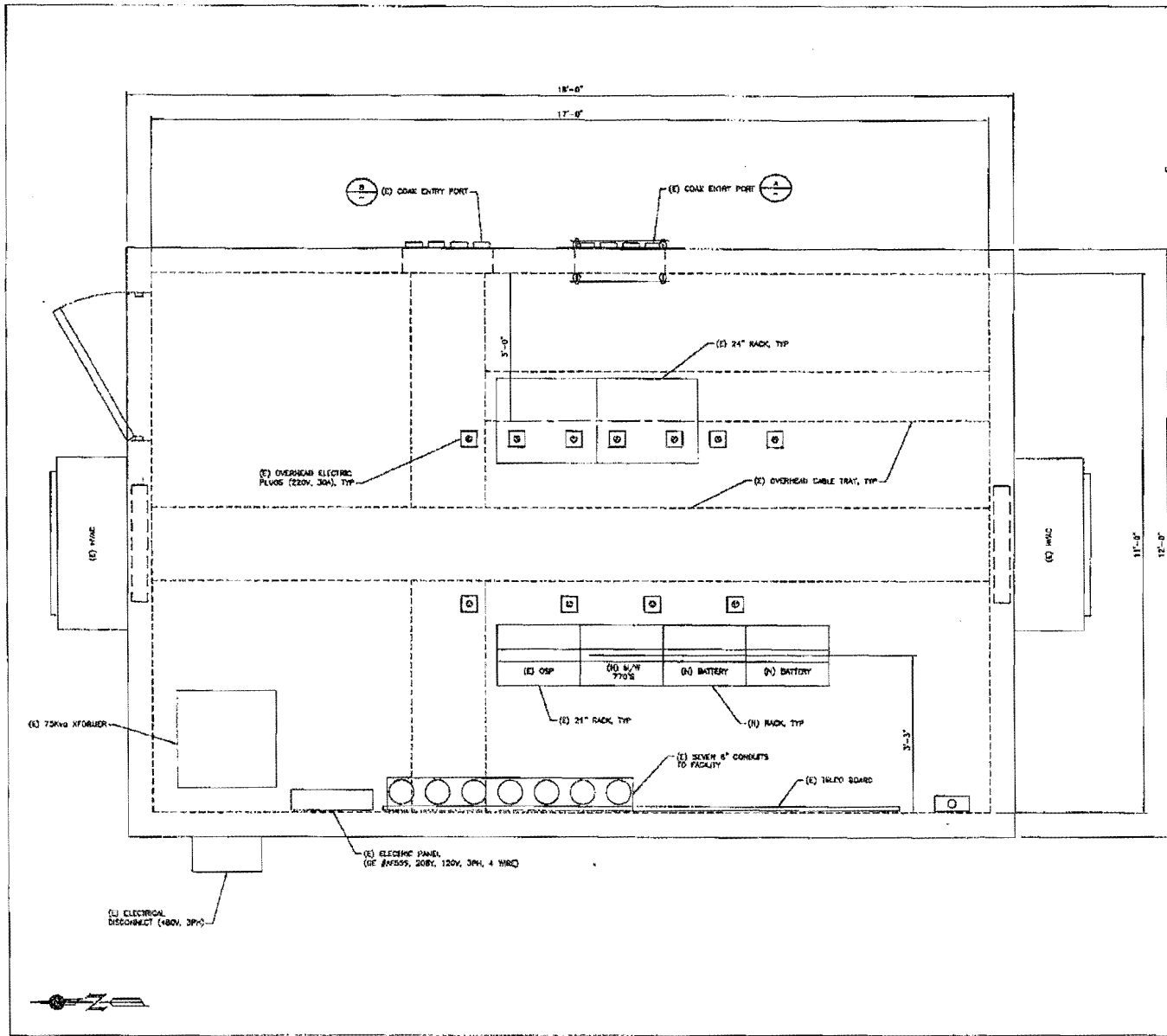
Authorized Shelter Space:

QTY 4 Racks

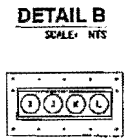
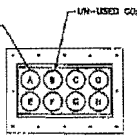
Frequencies:

TX	Power Output	RX
1114.85.0000V(8)	27.5dBm	10995.0000V(8)
6404.7900V(28T)	29.0dBm	6152.7500V(18T)

EXHIBIT B - RACK LAYOUT



- NOTES:**
1. SHELTER DESIGN AND SHELTER FOUNDATION DESIGN BY OTHERS.
 2. SHELTER SHOWN FOR EQUIPMENT LAYOUT REPRESENTATION ONLY. NO INFORMATION TO BE VERIFIED BY RF ENGINEER PRIOR TO CONSTRUCTION.
 3. CABLE TRAYS ARE LOCATED 7'-0" ABOVE F.F.
 4. CEILING HEIGHT IS 9'-0".
 5. SHELTER ONE
- NO:02: 0121810520010
SERIAL#: 23010-01



COAX ENTRY PORT LEGEND

COAX PORT	AGENCY
A	OSP
B	NOT USED
C	NOT USED
D	NOT USED
E	NOT USED
F	OSP
G	NOT USED
H	NOT USED
I	DESCHUTES COUNTY
J	DESCHUTES COUNTY
K	DESCHUTES COUNTY
L	DESCHUTES COUNTY



**FINAL LEASE EXHIBIT
NOT FOR CONSTRUCTION**

**STATE RADIO PROJECT
INTEROPERABILITY
NETWORK
300 SALMON COUNCIL BLVD
DC 911
DESCHUTES COUNTY, OREGON**

SHELTER LAYOUT

DATE IS	11/20/21
DRAWN BY	RND/DAC/PCF
REV/A	10/16/2021 RAS
SHEET NO.	2-3
SCALE	1/4\"/>