

**AMENDMENT NUMBER 1
INTERGOVERNMENTAL AGREEMENT
SITE AGREEMENT FOR HIGH HEAVEN COMMUNICATIONS SITE**

**OREGON DEPARTMENT OF TRANSPORTATION
AND
YAMHILL COUNTY**

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "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" entered into an Agreement on May 12, 2014 (the "Underlying Agreement"). Said Underlying Agreement covers ODOT's use of Yamhill County's communications site known as High Heaven.

It has now been determined by State and Agency that the Underlying Agreement referenced above shall be amended to address a change in equipment at the Site ("Amendment No. 1"). Except as expressly amended below, all other terms and conditions of the Underlying Agreement are still in full force and effect.

The following paragraph is hereby added to the Underlying Agreement:

GENERATOR

The Parties acknowledge and agree that since the addition of ODOT's radio equipment, the existing generator at the Site has been deemed insufficient to power both the Parties' equipment. ODOT will, at ODOT's sole cost and expense, replace the existing generator with a 50 Kw Cummins generator. All costs and activities related to the replacement and installation will be the responsibility of ODOT. Upon completion of the installation of the generator, Yamhill County will have 30 days to notify ODOT of any unacceptable condition related to the generator or installation. Once installed, the Parties will complete a Bill of Sale evidencing a transfer of ownership of the generator from ODOT to Yamhill County.

The generator will become and remain the property of Yamhill County and ODOT will have no rights to remove the generator, but ODOT will retain rights to utilize the generator for backup power for its equipment. Yamhill County will be responsible for all maintenance and repair and other related costs associated with the generator. If no conditions are reported within 30 days of the installation, the absence of a Bill of Sale will not impair these obligations. Yamhill County will be responsible for the removal and relocation of the existing generator.

This Amendment No. 1 may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one Amendment No. 1 binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment No. 1 so executed shall constitute an original.

THE PARTIES, by execution of this Amendment No. 1, hereby acknowledge that their signing representatives have read this Amendment No. 1, understand it, and agree to be bound by its terms and conditions.

YAMHILL COUNTY, by and through its Board of Commissioners

STATE OF OREGON, by and through its Department of Transportation

By Allen Springer
Chair, Board of Commissioners
Date 7-2-15

By Paul DePalma
Major Projects Branch Manager
Date 7-13-15

By [Signature]
Vice-Chair, Board of Commissioners
Date 7/2-15

APPROVAL RECOMMENDED
By [Signature] **Robert Reish**
ODOT/OSP Wireless Section Manager, or designee
Date 7/9/15

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 LEGAL SUFFICIENCY
 NA Does not meet threshold

APPROVED AS TO FORM:

By [Signature]
County Counsel

State Contact:
ODOT/OSP Wireless Section Manager, or designee
455 Airport Road, Building C
Salem, OR 97301
503-986-2911
WirelessWorkOrderDesk@ODOT.state.or.us

Accepted by Yamhill County Board of Commissioners on 7-2-15 by Board Order # 15-219