

**INTERGOVERNMENTAL AGREEMENT
(Yamhill County and Sheridan Rural Fire Protection District)**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made effective the dates set forth adjacent to the signatures below by and between Yamhill County, a political subdivision of the State of Oregon, located at 434 NE Evans, McMinnville Oregon 97128 ("County") and the Sheridan Rural Fire Protection District, an ORS 451 service district located at 230 SW Mill Street, Sheridan, OR 97378 ("SRFPD").

RECITALS:

- A. SRFPD is a ORS 451 special district providing fire and emergency medical services to the residents of the SRFPD, including the city of Sheridan and surrounding areas, including Buell and Ballston.
- B. Yamhill County, through its Yamhill County Sheriff's Office (YCSO) operates, maintains and provides the 911 radio emergency communications system for first responders including Fire, EMS and law enforcement simulcast paging in Yamhill County through its emergency communications radio system (the "Radio System"). The Radio System is County owned and maintained and transmits radio communication between Yamhill Communications Agency (YCOM) and first responders.
- C. In order to maximize the performance of the YCSO Radio System, Yamhill County has a need for a permanent radio tower located on the roof of SRFPD Station 9 where a temporary tower is currently located.
- D. In accordance with the terms and conditions of this Agreement the County is prepared to pay for, install and maintain a radio tower as well as data racks on the SRFPD Station 9 where the temporary tower is currently located.
- E. In accordance with the terms and conditions of this Agreement, SRFPD is in support of the County adding a radio tower to help with its Radio System functions and SRFPD is willing to grant a license to County for use of SRFPD Station 9 (the "Licensed Area") for this purpose.
- F. This Intergovernmental Agreement is authorized by ORS Chapter 190 and ORS Chapter 203
NOW, THEREFORE,

In consideration of the foregoing promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. GRANT OF LICENSE; PERMITTED USE. SRFPD hereby grants a license to County to use the Licensed Area for purposes of designing, engineering, installing, operating and maintaining a radio tower, data room and related services to support the Radio System. Subject to the terms and conditions of this Agreement, County shall have the non-exclusive use of the Licensed Area during the Term for the purpose of undertaking the above described services only.

Section 2. COUNTY RESPONSIBILITIES. The County shall:

- A. Design, engineer, install and assume day-to-day operation, maintenance and upkeep of the

radio tower to be located on the roof of SRFPD Station 9, together with the accompanying data room also located in SRFPD Station 9. Responsibility for the radio tower and data room, including responsibility for repair to the SRFPD Station 9 structure for damage directly caused by the installation, operation or maintenance of the radio tower, and routine Radio System related maintenance and expense will fall under the YCSO's responsibility for the Radio System. Installation Details are provided in Exhibit A, which is attached hereto and incorporated herein by this reference.

- B. All expense for this addition to the Radio System will be borne exclusively by Yamhill County, but any improvements will become the property of the SRFPD upon termination of this Agreement or in the event that the County no longer has use for the radio tower or related Radio System equipment.
- C. Assume responsibility for any existing and future annual contract to provide day-to-day Radio System maintenance and support.
- D. Maintain adequate insurance coverage throughout the term of this Agreement for the radio tower as part of the entire Radio System facilities, equipment and operation.
- E. Subject to subsection F below, be entitled to access to the radio tower and data room at all times reasonably necessary for any purposes reasonably related to YCSO's operation of the Radio System.
- F. Except in the event of an emergency, provide SRFPD at least 24 hours' notice before entering SRFPD Station 9 or otherwise accessing the radio tower for installation, operation or maintenance purposes.

Section 3 **SRFPD'S RESPONSIBILITIES.** SRFPD shall:

- A. Provide the necessary access to SRFPD Station 9, including but not limited to access to the data room and roof for YCSO to design, engineer, install and maintain the radio tower for Radio System purposes.
- B. Provide electricity to continuously operate the radio tower and data room.
- C. Maintain adequate insurance coverage throughout the term of this Agreement for the property and improvements that comprise SRFPD Station 9.

Section 4. **TERM AND TERMINATION**

1. **Term.** Unless terminated in accordance with subsection (2), the initial term of this Agreement is from the date of the last signature below through June 30, 2019. Upon conclusion of the initial term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless terminated as provided elsewhere herein.

2. **Termination.** Either party may terminate this Agreement for convenience upon 30 days advance written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

Section 5. **RECIPROCAL INDEMNIFICATION.** Subject to Article XI, Section 10 of the Oregon constitution and subject to the Oregon Tort Claims Act, County will hold harmless and indemnify SRFPD

from any and all liability, settlements, claims, loss, costs and expenses, including attorney's fees in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided by County or its employees, representatives and agents pursuant to this Agreement. SRFPD will hold harmless from and indemnify County from any and all liability, settlements, claims, loss, costs and expenses, including attorney's fees in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided by County or YCSO or their employees, representatives and agents pursuant to this Agreement.

Section 6. COST AND ATTORNEYS FEES. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

Section 7. MODIFICATION OF AGREEMENT. Any modification of the terms of this Agreement shall be executed in writing with the mutual consent of both parties.

Section 8. EFFECTIVE DATE. This Agreement becomes effective the last date set forth adjacent to the signatures of the parties below.

Section 9. GOVERNING LAW; JURISDICTION; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, (collectively "Claim") between County and SRFPD that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. SRFPD, BY EXECUTION OF THIS AGREEMENT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 10. SEVERABILITY. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 11. SUBCONTRACTS; ASSIGNMENTS. Neither County nor Sheridan Fire shall enter into any assignment or subcontracts for any of the services to be provided under this Agreement without the other party's prior written consent.

Section 12. DISPUTE RESOLUTION. Both County and Sheridan Fire shall exert every effort to cooperatively resolve disagreements that may arise under this Agreement. In the event that parties cannot resolve these disputes then any controversy or claim arising out of or relating to this Agreement, or any breach thereof shall be settled by final and binding arbitration, with an arbitrator to be selected by mutual agreement. The judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. In reaching a decision, the arbitrator shall have no authority to change or modify any provision of this Agreement.

Section 13. COUNTERPARTS. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument

Section 14. COMPLIANCE WITH APPLICABLE LAWS. County and SRFPD agree that they shall comply with any and all zoning and other governmental laws, ordinances, regulations, rules,

covenants, and restrictions applicable to the uses permitted under this Agreement. County shall not do or permit anything to be done in or about SRFPD Station 9, or bring or keep anything on or in SRFPD Station 9, that might constitute waste or be a nuisance, public or private.

Section 15. ENTIRE AGREEMENT; AMENDMENT; SUUCCESSORS AND ASSIGNS. This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

DONE the date and year set forth adjacent to the parties signatures below.

**SHERIDAN RURAL FIRE
PROTECTON DISTRICT**

By: *Scott Breeden*
Date: 8-15-18
Title: Board Pres.

YAMHILL COUNTY

By: *[Signature]*
Date: 9/6/18
Title: Commissioner

Exhibit A
(see attached)

Sheridan Fire Station 9

YCSO Radio System

Installation Details

Introduction:

As part of an ongoing process to maximize the performance of the Yamhill County Sheriff's Office Radio System we have identified a coverage need in the downtown Sheridan area which testing indicated would be served by a site located at the Sheridan Fire Station 9. To this end, we installed an evaluation site there utilizing a temporary antenna mount in lieu of a permanent tower. This demonstrated the potential of the site, but was not tall enough to fully clear trees in the path between the Fire Station and the nearest site (Doane Creek) resulting in "hits" on the system during heavy weather. The follow up work to make the site permanent mainly consists of tower installation as well as additional antennas on said tower.

Site Description:

The actual Radio System Site equipment as well as the 900 MHz link equipment to tie it to the rest of the system is located in a first floor room called the "Data Server Room" between the "Generator Room" and the mechanical shop area. Also located in this room are the Data Server and patch panel, as well as some storage and file cabinets.

The Radio equipment is housed in two 7 foot tall 19" Relay Racks anchored to the floor. It includes a 48 Volt DC Power System and redundant Battery strings, a GPS Disciplined Master Oscillator, a 900 MHz Link Radio and associated Channel Bank, 5 Tait UHF Repeaters, a Daniels VHF Paging Transmitter as well as Receiver Multicoupler system and Transmitter Combiner.

This equipment is powered by a dedicated 20 Amp 120 Volt circuit installed as part of this project.

The Antenna Feedlines are routed to the base of the tower location through the attic of the station. They travel down an interior wall adjacent to the route for the building data cables to a point above the Southeast corner of the first floor meeting room. From there they transverse to the Data Server Room via an enclosed chase way above the first floor hallway just outside of the Data Server Room. The Surge Arrestors for these feedlines are mounted to a ground window in the attic adjacent to the wall penetrations next to the gable end vent.

Tower Description:

The Tower is located at the junction of the 1 story Apparatus Bay and the 2 story Dormitory space, roughly at the mid point of the Fire Station in both planes.

The Tower consists of 4) 10 foot sections of Rohn 45 G lattice tower as well as 1) 7 foot top section of Rohn 45 G tower. The attachment to the roof at the base of the tower consists of a standard Rohn 45 G base plate as well as a custom made adaptor plate to match the pitch of the roof and distribute the down forces and lateral loads of the tower base. The Tower is attached to the west wall of the second floor Dormitory using 2 sets of Valmont / Microflect tower mount brackets. The Tower will be further anchored with 4 guy lines at the 40 foot level to standard roof mount guy anchors.

Attachment Details:

The Tower base plate adaptor will be mounted using 4) ½" diameter through bolts with steel backing plates on the attic side. In addition to the already fortified construction using double braced rafters on 12" centers (like they were expecting a tower to be mounted there) we are also installing 2" by 6" wood bracing to tie the first 8 feet of rafters together, just above and below the adaptor plate attachment to spread the lateral forces across a much greater area. These braces will also be attached to the Dormitory end wall to fortify the connection between the building sections.

The Side Mount brackets are attached to the Dormitory wall using 4) ½" diameter through bolts, also with steel backing plates. Additional 2" by 6" wood bracing will be installed above and below the side mount brackets spanning 8 feet of wall studs to distribute forces across a wider area. Additionally another set of 8 foot long 2" by 6" wood braces will be installed along the rafter system of the dormitory roof at points just above and below the wall brackets to reinforce the connections between the end wall and the rest of the roof truss system to better distribute any forces applied by the wall mount brackets.

Antenna Details:

The top antenna on the tower will be a 4 bay open dipole array approximately 10 feet long (above the top of the tower). The space from 42 feet to 47 feet will be reserved for future installation of a .8 meter (about 3 foot) diameter Microwave Dish oriented towards Doane Creek. The 900 MHz Paraflector Antenna will be mounted just under the guy lines, centered at 35 feet, also oriented towards Doane Creek. Three 8 foot collinear "whip" antennas will be mounted at the 25 foot level. Since the bottom (zero foot) of the tower is about 10 feet below the Dormitory Roof peak, only 37 feet of tower will be above that point. There will be a GPS antenna mounted just above the roof peak on the tower.

Feedline Details:

All of the antennas on the tower will be fed with LMR 400 type cables which penetrate the dormitory Attic wall next to the Gable End vent. These lines terminate at Surge Arrestors mounted to a Ground Window in the attic adjacent to the penetration. This window is grounded with a #2 copper conductor routed along the outside roof line to a ground rod system on the South side of the building.

The cables from the surge protectors to the Data Server Room are 1) run of ½" LDF 4-50 Heliax (for the 900 Mhz link) as well as 5) runs of LMR 400 cable (1 for the GPS, 1 for Receive and 3 for Transmit).

These feedlines will run along the mid line of the attic, attached to the rafter system at no more than 4 foot intervals. A #2 copper ground conductor will accompany these lines from the attic Ground Window to the equipment rack ground connections.