

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Sheriff's Office ("County"), and the UNIVERSITY OF OREGON'S Department of Earth Sciences (hereinafter "UO"), acting by and through its Oregon Hazards Lab ("OHL"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, The County and UO are both units of local governments under ORS 190.003; and

WHEREAS, ORS 190.010 permits a unit of local government to enter into a written agreement with any other unit of local government; and

WHEREAS, The County has developed a communications site on land administered by the Bureau of Land Management (BLM) under authorization #OR00172 and located in Section 33 of Township 3S South, Range 5 West, Tax Lot 300, in the County of Yamhill, State of Oregon ("High Heaven"); and

WHEREAS, High Heaven is equipped with one 140' tower and one 200' tower, and UO wishes to install equipment on the 200' tower (the "Tower") and to have shared access to High Heaven for purposes related to a communications site and to its use of the Tower; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, it is hereby agreed by the parties as follows:

TERMS OF AGREEMENT

1. TERM. This Agreement shall become effective on the date the Agreement is executed by both parties and shall terminate on October 31, 2029, unless otherwise terminated or extended as provided herein.
2. RENT FOR TOWER.
 - a. Tower rent for the first year of this Agreement is calculated at \$352.70 per year. Rent for the first year of this agreement for 8-15 rack units (RU) is calculated at \$437.40 per year. Both dish and RU rent are subject to annual adjustment of 3%. Tower rent is calculated based on the following equipment:
 - i. One (1) three-foot (3') dish antenna mounted to the High Heaven Tower.
 - ii. Eight to fifteen (8-15) rack units (RU) installed inside the communications shelter. installation of UO's equipment under
 - b. Upon ~~commencement of~~ installation of UO's equipment under this Agreement, and annually thereafter, OHL shall pay rent to the County at the location identified in the Notices section of this Agreement, or as may be changed from time to time upon written notice from the County.

DS
KH

7/31/2025

BC

Aug. 1, 2025

Initial

Date

3. PERMITTED USE.

- a. OHL's permitted use of High Heaven will be for the successful and secure use of High Heaven for the transmission and reception of communications signals (collectively, the "Permitted Use"). OHL may use the agreed upon portions of High Heaven for the installation, maintenance, operation, and repair, of 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 the equipment (otherwise referred to herein as "Wireless Communications Equipment"). The OHL-owned Wireless Communications Equipment authorized to be installed on the Tower pursuant to this Agreement is limited to the Wireless Communication Equipment shown A.
- b. The County owns the Tower, equipment shelter, backup power generator, and all site-security items, such as fencing and video surveillance systems, located on High Heaven. OHL will own its installed shelter, if any, its propane tank, and all other equipment which OHL installs upon the High Heaven premises.
- c. The County also grants to OHL limited access to High Heaven in order to perform or obtain studies, tests, or reports for the purpose of determining whether the installed Wireless Communications Equipment complies with: (1) OHL'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, High Heaven. Where required, OHL is responsible for applicable or proposed governmental licenses and approvals of its Wireless Communications Equipment at OHL's sole expense.

4. OHL OBLIGATIONS.

- a. OHL shall abide by the terms and conditions set forth in this Agreement.
- b. OHL shall obtain and maintain a lease to use High Heaven from the landowner (BLM) for the life of this Agreement.
- c. OHL shall test its newly installed Wireless Communications Equipment as identified in Exhibit B to ensure there is not interference with the County's and other user's Wireless Communications Equipment located upon High Heaven.
- d. OHL shall maintain its own Wireless Communications Equipment located upon High Heaven.
- e. Upon request, OHL shall provide a copy of the FCC license to the County.
- f. OHL shall be responsible for payment and acquisition of any permits solely required by the State of Oregon, or by any other applicable state, federal or local regulating agency.

5. COUNTY OBLIGATIONS.

- a. The County shall abide by the terms and conditions set forth in this Agreement.
- b. The County shall share the site and allow OHL access to High Heaven for the purposes of installation, repairs, maintenance, and other activities related to the installation, maintenance, and ongoing operation of its equipment at the site.
- c. The County shall allow OHL to install equipment upon the Tower as depicted in Exhibit B, or as may be otherwise agreed upon between the Parties.
- d. If the County's lease with BLM should terminate for any reason, the County agrees, upon prior written request by OHL, 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 High Heaven to OHL so long as the site is needed for public communications purposes. Provided, however, that the County shall have no liability to OHL in the event the County's efforts to have the lease assigned to OHL prove unsuccessful.

6. INTERFERENCE.

- a. Upon request, the County will provide OHL with a list of all existing radio frequency user(s) on a site-specific Radio Frequency Data Sheet (RFDS) for High Heaven, if any, to allow OHL to evaluate the potential for interference. OHL warrants that its use of High Heaven will not interfere with existing radio frequency user(s) on High Heaven so disclosed by the County, 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, OHL will provide the County with a list of all existing radio frequency user(s) on a site-specific Radio Frequency Data Sheet (RFDS) for High Heaven, if any, to allow the County to evaluate the potential for interference. The County warrants that its use of High Heaven will not interfere with planned radio frequency user(s) on High Heaven so disclosed by OHL, 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. OHL 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 High Heaven, including but not limited to the installation and operations of Wireless Communications Equipment.
- d. OHL shall not use, nor shall OHL permit its employees, tenants, licensees, invitees, or agents to use, any portion of High Heaven in any way which interferes with the operations of the County, or any other legitimate user of High Heaven, or the rights of County under its BLM lease, this Agreement, or any other agreement related to High Heaven. OHL shall cause such interference to

cease within seventy-two (72) hours after receipt of notice of interference from the County. In the event any such interference does not cease within the aforementioned cure period, then the Parties acknowledge that the County shall suffer irreparable injury, and therefore, the County may, in addition to any other rights that the County may have at law or in equity for OHL's breach of this Agreement, elect to enjoin such interference or to immediately terminate this Agreement upon notice to OHL.

7. 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 Section 15, DEFAULT AND RIGHT TO CURE, 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. Immediately, or at such later date as agreed by either Party upon written notice:
 - i. If the terminating Party is unable to obtain, or maintain, any required Government Approval necessary for the operation of High Heaven as now or hereafter intended by the Party;
 - ii. If the terminating Party lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow them to perform in accordance with the provisions of this Agreement;
 - iii. If federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that the Permitted Use hereunder is determined to be prohibited;
 - iv. For interference in accordance with Section 6, INTERFERENCE; or
 - v. In the event of circumstances described in the Section 11, ENVIRONMENTAL.
 - d. As provided elsewhere in this Agreement.

8. GOVERNMENTAL APPROVALS. The Parties agree that OHL's ability to engage in the Permitted Use is contingent on 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 High Heaven, 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.

9. INSURANCE.

- a. Both Parties shall, at their own cost and expense, secure liability protection with respect to its operations arising under this Agreement, and the operations of its officers, employees, and agents, including volunteers, acting within the scope of their employment or duties arising under this Agreement, equivalent to the limits identified in the Oregon Tort Claims Act, ORS 30.260 through 30.300.
- b. 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.

10. INDEMNIFICATION. Subject to and without waiving the limitations of the Oregon Constitution and the Oregon Tort Claims Act, each Party shall indemnify, defend, and hold harmless the other Party and its respective partners, directors, commissioners, officers, agents, and employees from and against any and all third-party claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the indemnitor, its officers, agents, or employees performing under this Agreement. The provisions of this section shall survive the termination of this Agreement.

11. ENVIRONMENTAL.

- a. In the event either Party becomes aware of any hazardous materials on High Heaven, or any environmental or industrial hygiene condition or matter relating to High Heaven that, in either Party's sole determination, renders the condition of High Heaven unsuitable for its intended use, or if either Party believes that the leasing or continued leasing of High Heaven 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 this Agreement upon notice to the other Party.
- b. Neither Party will knowingly bring material upon High Heaven, or willfully or intentionally create any environmental or industrial hygiene condition High Heaven, that is in material violation of any applicable law or that renders the condition of High Heaven unsuitable for use by any other occupants.

12. ACCESS. At no additional charge to OHL, and with the approval of the County, as evidenced by its signature below, OHL and its employees, agents, and subcontractors, shall have twenty-four (24) hour per day, seven (7) day per week access to High Heaven for the installation, maintenance, and operation of OHL's Wireless Communication Equipment. The County agrees to provide to OHL such codes, keys, and other instruments necessary for such access at no additional cost to OHL; provided, however, that in the event OHL is responsible for any loss of or damage to

codes, keys, and/or other access related instruments or equipment, OHL 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.

13. REMOVAL/RESTORATION. All Wireless Communications Equipment brought onto High Heaven by OHL will remain OHL's personal property and, at OHL's option, may be removed by OHL at any time during the term of this Agreement. The County covenants and agrees that no part of the Wireless Communication Equipment placed on High Heaven by OHL will become, or be considered as being, affixed to or a part of High Heaven or the Tower, it being the specific intention of the County that it remain the property of OHL. Within one hundred twenty (120) days of the termination of this Agreement, OHL shall remove all of OHL's Wireless Communications Equipment. If requested by the County, OHL shall, however, leave in place any communications building(s), propane tank(s), and any other above-ground improvements installed in connection with this Agreement. OHL 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 OHL's control excepted. Notwithstanding the foregoing, OHL shall not be responsible for the replacement of any trees, shrubs, or other vegetation, nor shall OHL be required to remove from the premises any underground utilities.

14. MAINTENANCE/UTILITIES.

- a. OHL shall at its sole expense and without contribution from the County, keep and maintain its Wireless Communications Equipment, building, and any other installed items in good condition, reasonable wear and tear and damage from the elements excepted. Except as provided above, the County shall at its sole expense without contribution from OHL, maintain High Heaven, the Tower, and any accessory structures thereon, including access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.
- b. Yamhill County, as part of the agreement will provide power and pay utility charges for electricity service. Neither Party will be held responsible for utility service problems that are not willfully caused by them.

15. 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. OHL's failure to perform any other term or condition under this Agreement within forty- five (45) days after receipt of written notice from the County specifying the failure. No such failure, however, will be deemed to exist if

OHL has either (1) commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence; or (2) 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 OHL. If OHL 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 the County and a breach of this Agreement:
 - i. The County'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 OHL specifying the failure. No such failure, however, will be deemed to exist if the County has either (1) commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence; or (2) 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 the County. If the County remains in default beyond any applicable cure period, OHL may exercise any and all rights available to it under law and equity, including the right to cure the County's default and to deduct the costs of such cure from any monies due to the County from OHL.

16. 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 at the following address, or at a new address, if such new address has been given to the other Party. Address changes and contact information may be submitted using United States Mail, email, or facsimile, if appropriate.

County: Yamhill County Sheriff's Office
ATTN: Yamhill County Radio System
535 NE 5th Street, #143
McMinnville, Oregon 97128
elliotts@yamhillcounty.gov

OHL: Oregon Hazards Lab
ATTN: Mitch Hilbert
1272 University of Oregon, 100 Cascade Hall
Eugene, OR 97403-1272
mitchh@uoregon.edu

- 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.

17. REPRESENTATIONS AND WARRANTIES.

- a. County Representations and Warranties. The County represents and warrants to OHL that:
 - i. The County is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon;
 - ii. The County has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
 - iii. The making and performance by the County of this Agreement: (a) has been duly authorized by all necessary action of the County; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any County ordinance or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the County is party or by which County may be bound or affected;
 - iv. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained; and
 - v. This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County enforceable in accordance with its terms.
- b. OHL Representations and Warranties. OHL represents and warrants to the County that:
 - i. OHL is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon;
 - ii. OHL has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
 - iii. The making and performance by OHL of this Agreement: (a) has been duly authorized by all necessary action of OHL; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any City ordinance or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHL is party or by which County may be bound or affected;
 - iv. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory

authority is required for the execution, delivery or performance by OHL of this Agreement, other than those that have already been obtained; and

- v. This Agreement has been duly executed and delivered by OHL and constitutes a legal, valid, and binding obligation of OHL enforceable in accordance with its terms.

18. SEVERABILITY. 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.
19. CASUALTY. If any part of High Heaven or the Tower is damaged by fire or other casualty so as to render High Heaven unsuitable for use, 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 High Heaven, the Tower, and/or any accessory structures thereon, the Parties agree to use reasonable efforts to permit the other to place temporary transmission and reception facilities on High Heaven at no additional Rent until such time as they are able to secure a replacement transmission location or the reconstruction of premises is completed.
20. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary in this Agreement, the County and OHL 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 High Heaven, 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.
21. AMENDMENT AND WAIVER. This Agreement cannot be amended, modified, or revised unless done in writing and signed by an authorized agent of the County and an authorized agent of OHL. No provision may be waived except in a writing signed by both Parties.
22. 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.

23. RECORDS. Both Parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, both Parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document both Parties' performance hereunder. Parties acknowledge and agrees that the County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making copies, transcripts and excerpts. All such fiscal records and documents shall be retained by parties for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

24. 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.

25. SURVIVAL. All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

[remainder of page intentionally blank; signature page follows]

*** University of Oregon**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Agreement on the date indicated by their duly authorized officials.

*** OREGON HAZARDS LAB**

[NAME]

[TITLE]

Date

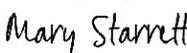
APPROVED AS TO FORM

By: 
Brie Campbell, Contracts Officer
July 23, 2025

YAMHILL COUNTY

DocuSigned by:


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Chair, KIT JOHNSTON

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Commissioner, MARY STARRETT

Signed by:


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Commissioner, DAVID KING

7/3/2025

Date

APPROVED AS TO CONTENT

By: 

Sam Elliott
Sheriff

APPROVED AS TO FORM

DocuSigned by:

By: _____
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Christian Boenisch
County Counsel

Approved by the BOC on: 07/03/2025
via Board Order No.: 25-205