AGENDA COVER MEMO

Memorandum Date: January 17, 2025

Order Date: February 4, 2025

TO: Board of County Commissioners

DEPARTMENT: Sheriff's Office

PRESENTED BY: Debby Haller, Finance Manager

AGENDA ITEM TITLE: ORDER/IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COLOCATION AGREEMENT WITH OREGON DEPARTMENT OF TRANSPORTATION FOR SPACE AT WOLF MOUNTAIN IN THE AMOUNT OF $16,450 AND A TERM OF UP TO FIFTEEN (15) YEARS AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO SIGN THE AGREEMENT

I. MOTION

Move approval for an Intergovernmental Colocation Agreement with Oregon Department of Transportation (ODOT) for space at Wolf Mountain for communication equipment in the amount of $16,450 for the first five years and the option to renew for up to two additional five-year terms and delegate authority to the County Administrator to sign the agreement.

II. AGENDA ITEM SUMMARY

The Lane County Sheriff's Office has radio communication equipment located on the tower and in the equipment shelter at Wolf Mountain, owned by Silke Communications and managed by Vertical Bridge. This equipment is essential in the ongoing operations of the first responder communications network LCSO uses to communicate within the department and with partner agencies.

Recently, ODOT built their own tower and equipment shelter at this site and LCSO will be moving our equipment.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The Lane County Sheriff's Office (LCSO) operates and maintains communications equipment at various locations as part of the larger communication network

utilized by first responders.

ODOT built a tower and equipment shelter on Wolf Mountain that will be maintained to Public Safety Communication Standards. LCSO is moving onto the ODOT property, terminating the current lease with Vertical Bridge and entering a new lease with ODOT.

The Board must authorize all lease agreement terms in excess of five years. This agreement includes up to two (2) renewals of five (5) years each for a total agreement term of fifteen (15) years.

B. Policy Issues

None

C. Board Goals

Radio Communication supports a Safe, Healthy County and is part of the Robust Infrastructure.

D. Financial and/or Resource Considerations

With ownership transferred to a government entity, the rent for the site decreases over what it was with the private owner. Rent for tower space is included in the annual budget for the Sheriff's Office.

There will be a cost to LCSO for the installation of a new antenna; however, money has been reserved in fund 620 for these communication related expenses.

E. Health Implications

None

F. Analysis

Moving critical communication equipment from privately owned space to government owned space on Wolf Mountain is beneficial to LCSO as the rent will be lower and the maintenance standards are higher. The ODOT facility will be maintained to Public Safety Communication Standards and it will have increased backup power and resiliency over the privately owned facility.

The current location of the equipment is on a very old joint antenna system and LCSO does not have responsibility for the maintenance or repairs. The antenna system does not work correctly and it creates inferior communications on our Search & Rescue repeater.

Moving into the ODOT space will resolve issues with the LCSO equipment and will place responsibility for maintenance and improvements within the department's control to manage.

G. Alternatives/Options

Equipment is already located at this site and it is vital to the operation of the radio network.

IV. RECOMMENDATION

Staff recommend the Board approve this Colocation Agreement with ODOT.

V. TIMING/IMPLEMENTATION

The agreement with ODOT is effective February 1, 2025; however, payments to ODOT do not start until July 1, 2025 when equipment has been located within the space.

VI. ATTACHMENTS

Board Order

ODOT Colocation Agreement-Draft

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO:	In the Matter of APPROVING AN INTERGOVERNMENTAL COLOCATION AGREEMENT WITH OREGON DEPARTMENT OF TRANSPORTATION FOR SPACE AT WOLF MOUNTAIN IN THE AMOUNT OF $16,450 AND A TERM OF UP TO FIFTEEN (15) YEARS AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO SIGN THE AGREEMENT

WHEREAS, the Lane County Sheriff's Office (LCSO) leases space at various locations for communications equipment vital to the operation of a first responder radio network system, including equipment located in privately owned space at Wolf Mountain; and

WHEREAS, the Oregon Department of Transportation (ODOT) is constructing a tower and equipment shelter on Wolf Mountain and has space available to lease to LCSO; and

WHEREAS, LCSO has agreed to move equipment to ODOT's space once it is completed and terminate the current lease with Vertical Bridge; and

WHEREAS, the Board of County Commissioners holds the authority, per Lane Manual 20, to execute contracts that exceed five (5) years in duration.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Approve an Intergovernmental Colocation Agreement with Oregon Department of Transportation for space in their Wolf Mountain equipment shelter and on their tower for a sum of $16,450 for the first five (5) year term.

2. Include the option to renew the lease for up to two (2) additional five (5) year terms for a total lease term of up to fifteen (15) years.

3. Delegate authority to the County Administrator to execute the Colocation Agreement.

ADOPTED this ___ day of_____, 2025.

_____
David Loveall, Chair
Lane County Board of Commissioners

INTERGOVERNMENTAL COLOCATION AGREEMENT

WOLF MOUNTAIN

THIS INTERGOVERNMENTAL COLOCATION AGREEMENT ("Agreement") is effective as of February 1, 2025 ("Effective Date"), by and between the STATE OF OREGON, acting by and through its Department of Transportation, Wireless Communications Section ("ODOT") and Lane County, acting by and through its Sheriff's Office and its elected, appointed, designated or delegated officials, hereinafter referred to as ("LaneCSO"), each a "Party" and, collectively, the "Parties".

1. RECITALS

A. By the authority granted in Oregon Revised Statute (ORS) 190.110 and 283.110, a unit of local government or a state agency of this state may cooperate for any lawful purpose, by agreement or otherwise, with a unit of local government or a state agency of this or another state, or with the United States, or with a United States governmental agency, or with an American Indian tribe or an agency of an American Indian tribe. State agencies may enter into agreements with units of local government or other state agencies 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..

A. ODOT owns a 120' tower and adjacent improvements including 25' x 35' equipment shelter, and related structures ("ODOT Facilities") on property it leases from U.S. Department of Agriculture, Forest Service (USFS) ("Master Lease") located at;

   Wolf Mountain located at Latitude 43.6542661, Longitude -122.2116663, Section 33, Township 22 S., Range 5 E., County of Lane, State of Oregon ("Site").

B. LaneCSO desires to colocate in a portion of the Site and ODOT Facilities for its communications purposes, and ODOT is willing to authorize the right to colocate in a portion of the Site and ODOT Facilities as identified in the Colocation and Circuit Authorization ("Authorized Space"), (Exhibit A), and in accordance with this Agreement.

NOW THEREFORE, the premises being generally as in the foregoing Recitals and in consideration of the mutual obligations provided in this Agreement, the Parties hereby agree as follows:

2. TERM OF AGREEMENT

The term of this Agreement shall commence as of the Effective Date and expires on **January 31, 2030** ("Initial Term"), on which date this Agreement automatically terminates unless terminated earlier in accordance with Section 11 or renewed by a fully executed amendment.

LaneCSO may request that this Agreement be extended for up to two (2) additional five (5) year terms ("Renewal Term") by providing written request to ODOT at least sixty (60) days prior to the expiration of this Agreement. LaneCSO must not be in default or in breach of any of the Agreement terms. Fee amount applicable to each Renewal Term will be established at the time of renewal based on current ODOT rates. Renewal of the Agreement is dependent on securing any necessary authorizations related to the agreement or lease between ODOT and the landowner or facility owner. Any Renewal Term shall be on the same terms as the then current Term or Renewal Term. The Initial Term and the Renewal Term are jointly referred to as the "Term".

Notwithstanding the Term of this Agreement, the authorization for LaneCSO's equipment in ODOT Facilities at the Site, and all the rights of the Parties under it are subject and subordinate to the Master Lease.

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3. COMPENSATION AND PAYMENT TERMS

A. LaneCSO shall pay ODOT an annual fee (January 1 through December 31) in the amount of Three Thousand Ninety Four and 16/100 Dollars ($3,094.16) ("Base Rent"). Base Rent is comprised of the sum total, including for use of ZeroBase power system, of all fees on Exhibit A which represents reimbursement of operations and maintenance of the Site, Authorized Space, and/or circuit use. Base Rent shall be pro-rated beginning the first day of the month following the Effective Date. Base Rent shall be amended and/or prorated as necessary for revised Colocation and Circuit Authorizations amending Exhibit A as specified in Section 8.

B. The Base Rent shall increase annually by three percent (3%).

C. Should Exhibit A be revised after the Effective Date and during the Term this Agreement, any new or revised fees will be pro-rated beginning the first day of the month following the last signature date on the new fully executed Colocation and Circuit Authorization, which will be incorporated in this Agreement as an amendment to Exhibit A of this Agreement as specified in Section 8.

D. LaneCSO agrees to reimburse ODOT for any and all fees or other costs and expenses assessed upon ODOT which are attributable solely to LaneCSO's equipment or uses at the Site ("Other Charges"). ODOT shall send an invoice to LaneCSO for Other Charges, if any, due and owing within forty five (45) days of receipt of invoice from ODOT.

E. LaneCSO shall send all payments required under this Agreement to the address shown on the invoice from ODOT within forty five (45) days of receipt of invoice from ODOT. Any delay or failure of ODOT in invoicing LaneCSO for Base Rent or Other Charges shall not constitute a waiver of or in any way impair the obligation of LaneCSO to pay Base Rent or Other Charges.

4. AUTHORIZED USE

Pursuant to the Master Lease, LaneCSO is authorized to:

A. Use of Authorized Space for the installation, maintenance, operation, and repair of LaneCSO owned communications equipment that has been authorized by ODOT as shown on Exhibit A. Exhibit A which cannot be amended, modified, or revised unless done in writing, submitted for review by ODOT and signed by the ODOT Wireless Communications Manager and an authorized agent of LaneCSO with the appropriate authority. Such signed authorizations shall then be incorporated as an amended Exhibit A to this Agreement as provided in Section 8.

B. Reasonable access twenty-four (24) hours per day, seven (7) days per week so that LaneCSO or their contractor may perform authorized activities. LaneCSO will make a best effort to provide ODOT with reasonable advance notice prior to accessing the Site by either calling the Network Operations Center at (503) 986-2911, or via e-mail at WirelessWorkOrderDesk@odot.oregon.gov. In accordance with Section 22, LaneCSO will be responsible for the acts or omissions of all who access the Site on LaneCSO's behalf. ODOT does not warrant any access to the Site and LaneCSO acknowledges its responsibility to arrange for access across property owned by others. Any right of access ODOT has by permit, license, easement or lease may or may not be extended to other parties.

C. Use of Authorized Space without interference with ODOT, other occupants or anyone authorized at the Site. Any use of unmanned aerial systems (UAS) at the Site shall be in accordance with all applicable regulations and requires notification by LaneCSO to ODOT, including but not limited to when use is near or within the path of any ODOT owned communications equipment at the Site. Notification shall be given by calling the Network Operations Center at (503) 986-2911, or via e-mail at WirelessWorkOrderDesk@odot.oregon.gov.

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D. Subject to ODOT approval, perform or obtain studies, tests or reports for the purpose of determining whether the Authorized Space meets the requirements of LaneCSO for use in accordance with (1) LaneCSO'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 Authorized Space. LaneCSO is responsible for applicable or proposed governmental licenses and approvals of its Microwave System at LaneCSO's sole expense.

E. If upgrades or other changes to the Site and/or ODOT Facilities are to be completed, including but not limited to power systems, the Parties will work cooperatively. Upgrades or other changes will include analysis of equipment and power that may result in required changes to equipment and/or power sources. Should such changes be required ODOT will assess and amend associated fees. The upgrades will be completed by ODOT at ODOT's expense unless the upgrades were requested by LaneCSO.

5. RESPONSIBLITIES OF THE PARTIES

In addition to any other responsibilities of the Parties provided in this Agreement, each Party shall:

A. Agree that it will not, by its act or omission to act, cause a default under the Master Lease. In furtherance of the foregoing, the Parties confirm, each to the other, that it is not practical in this Agreement to enumerate all of the rights and obligations of the various parties under the Master Lease and to specifically allocate those rights and obligations in this Agreement.

B. To the extent permitted by Oregon law, be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating related to that Party's activity conducted in or on the Site. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by the Parties.

C. LaneCSO's Responsibilities

In addition to any other responsibilities of LaneCSO provided in this Agreement, LaneCSO shall:

1. Use the Authorized Space in compliance with the terms and conditions in the Master Lease (Exhibit E) and the Wolf Mtn Communications Site Management Plan (Exhibit F), as each may be amended.

2. Pay charges invoiced by ODOT as described in Section 3.

3. Comply with Oregon Department of Transportation Wireless Communications Section - Communication Site Antenna and Tower Mounted equipment Installation Standards (Exhibit B) the ODOT WCS Site Shelter Equipment Installation Standards (Exhibit C), and the Service Protocols (Exhibit D), as may be amended, and test any new equipment installed by LaneCSO to ensure there is not interference with other existing user's equipment at the Site.

4. Responsible for correcting radio interference problems if such interference is created by its equipment. Upon written or electronic notice by ODOT, the Party responsible for interference will be required to shut down offending equipment and start corrections within fifteen (15) days or suspend use of offending equipment if interference cannot be resolved.

5. Responsible for removal of unused equipment, cable and other personal property or improvements from Authorized Space during the Term of this Agreement, at LaneCSO's sole

expense. Removal is expected within thirty (30) days of discontinued use but shall be completed within thirty (30) days of the date of any notice from ODOT.

6. Provide a copy of the FCC license for frequencies described in Exhibit A to the ODOT, upon request.
7. Acquire and pay all costs associated with all governmental licenses, permits, approvals or other relief, including without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits ("Government Approvals") required by any regulatory body or deemed necessary or appropriate by LaneCSO for its use of the Authorized Space pursuant to Section 4. LaneCSO's use of Authorized Space is contingent upon its suitability and LaneCSO's ability to obtain and maintain Government Approvals.
8. LaneCSO's will be fully responsible for and will assume all risk of loss of its equipment, personal property, furniture, fixtures, equipment, and furnishings located in Authorized Space.
9. Maintain and repair LaneCSO's communications equipment as authorized in Exhibit A shall be at LaneCSOs expense. Once approved, installation shall be at the discretion and option of LaneCSO, at its sole expense. Such installation shall be completed as to avoid hazard or damage to the Site and ODOT Facilities or injury to ODOT employees, agents, suppliers or the public. Any necessary additional protective devices will be provided by LaneCSO, at its sole expense.
10. Keep Authorized Space and LaneCSO communications equipment in good order, repair and condition throughout the Term of this Agreement and to promptly and completely repair all damage beyond excepted reasonable wear and tear to the Site, ODOT Facilities, or both, caused by LaneCSO.
11. At the expiration or earlier termination of this Agreement, LaneCSO will remove its communications equipment and LaneCSO's personal property from the Authorized Space in a neat and orderly manner, and repair all damage caused by such removal at LaneCSO's sole expense. Any equipment or other property not so removed within thirty (30) days after the expiration or termination will be deemed abandoned and the property of ODOT. LaneCSO will be liable for all costs incurred by ODOT from removing the LaneCSO's communications equipment and repairing the Site, ODOT Facilities, or both as a result thereof.

D. ODOT's Responsibilities

In addition to any other responsibilities of ODOT provided in this Agreement, ODOT shall:

1. Allow LaneCSO the use of a 30 AMP breaker and ZeroBase power system.
2. Pay the utility provider all charges for commercial electric service. ODOT shall not be held responsible for electric service interruption.
3. Provide LaneCSO with thirty (30) day advance notice of any planned construction activities that ODOT is aware of at the Site. .
4. Subject to the limitations in the Master Lease, ODOT authorizes LaneCSO to prepare, execute and file all required applications to obtain Governmental Approvals for LaneCSO's Authorized Use under this Agreement and agrees to reasonably assist LaneCSO with such applications and with obtaining and maintaining the Government Approvals.
5. Maintain the Site and ODOT Facilities in good condition, reasonable wear and tear, and damage from the elements excepted. ODOT shall maintain and repair the access within its

control thereto, in good condition, subject to reasonable wear and tear and damage from the elements.

6. REPRESENTATIONS AND WARRANTIES

A. LaneCSO and ODOT each acknowledge and represent to the other that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the authorized individual set forth as signatory for the Party below.

A. LaneCSO represents and warrants to ODOT that:

1. LaneCSO is a duly organized, validly existing, in good standing and has the power and authority to enter into and perform the obligations of this Agreement.
2. LaneCSO certifies that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of LaneCSO, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind LaneCSO.
3. The making and performance by LaneCSO of this Agreement (a) have been duly authorized by LaneCSO, (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 provision of LaneCSO's charter 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 LaneCSO is party or by which LaneCSO may be bound or affected. 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 LaneCSO of this Agreement, other than those that have already been obtained.
4. This Agreement has been duly executed and delivered by LaneCSO and constitutes a legal, valid and binding obligation of LaneCSO enforceable in accordance with its terms.
5. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by LaneCSO.

B. ODOT represents and warrants to LaneCSO that:

1. ODOT represents and warrants that: (i) it controls the Site by lease, license or other legal agreement; (ii) as long as LaneCSO is not in default, then ODOT grants to LaneCSO quiet enjoyment of the Authorized Space from the lawful claims of all persons claiming by or through ODOT, subject to the provisions of this Agreement; and (iii) ODOT'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 ODOT.
2. To the best of ODOT's knowledge, the Site is in full compliance with applicable state and federal environmental laws and regulations affecting it.
3. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by each Party.
4. ODOT certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure within ODOT's current appropriation or limitation of the current biennial budget at levels sufficient, in ODOT's reasonable administrative discretion to perform its obligations under this Agreement.

7. NOTICES, AUTHORIZED REPRESENTATIVES AND CONTACT INFORMATION

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

A. LaneCSO's Authorized Representative is:

Lane County Sheriff's Office Network Manager
125 E 8th Avenue
Eugene, OR 97401
541-682-8595
brian.greig@lanecountyor.gov
24 HOUR EMERGENCY CONTACT:
Brian Greig
541-912-2388

B. ODOT's Authorized Representative is:

ODOT Wireless Communications Section Manager, or designee
455 Airport Rd. SE, Building C
Salem, OR 97301-5375
24 HOUR EMERGENCY CONTACT:
WCS Network Operations Center
WirelessWorkOrderDesk@odot.oregon.gov
(503) 986-2911

A Party may designate a new Authorized Representative by written notice to the other Party.

8. AMENDMENTS

Except as provided in this Section, this Agreement cannot be amended, modified, or revised unless done in writing and signed by an authorized agent of ODOT and an authorized agent of LaneCSO. No provision may be waived except in writing signed by both Parties.

ANY changes to equipment listed in Exhibit A shall be done on the Colocation and Circuit Authorization Form and submitted for review and approval by ODOT PRIOR to installation of equipment. Once approved by ODOT and signed by the ODOT Wireless Communications Manager and an authorized agent of LaneCSO with the appropriate authority it shall amend Exhibit A, replacing the previous related authorization, and shall be incorporated into this Agreement.

9. INSURANCE

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

A. ODOT is self-insured under ORS 30.282(2) up to the limits described in ORS 30.269 to 30.273. In addition, the ODOT 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 LaneCSO, the ODOT shall provide

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written proof of self-insurance to LaneCSO.

B. LaneCSO is self-insured under ORS 30.282 ip to the limits described in ORS 30.269 to 30.237. In addition LaneCSO 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 ODOT, the LaneCSO shall provide written proof of self-insuraance to ODOT.

C. 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 contractors or subcontractors complies with these requirements.

D. The insurance certificates will be located in each Party's files and will be made available upon request by any of the Parties.

10. 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 ODOT or LaneCSO with respect to which the other Party may have liability, the notified Party shall 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. Each 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 a Party of the notice and copies required in this paragraph and a meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation under this Section and that Party's liability with respect to the Third Party Claim.

B. With respect to a Third Party Claim for which ODOT is jointly liable with LaneCSO (or would be if joined in the Third Party Claim), ODOT 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 LaneCSO in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of LaneCSO 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 ODOT on the one hand and of LaneCSO on the other hand shall be 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. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

C. With respect to a Third Party Claim for which LaneCSO is jointly liable with ODOT (or would be if joined in the Third Party Claim), LaneCSO 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 ODOT in such proportion as is appropriate to reflect the relative fault of LaneCSO on the one hand and of ODOT on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of LaneCSO on the one hand and of ODOT on the other hand shall be 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. LaneCSO's contribution

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amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

D. The Parties shall attempt to resolve any dispute arising out of this Agreement in good faith. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

11. TERMINATION

This Agreement may be terminated without penalty or further liability, as follows:

A. Upon sixty (60) days prior written notice, if the other Party remains in default under Section 15 of this Agreement after the applicable cure periods.

B. Upon ninety (90) days prior written notice by either Party to the other Party, for any reason.

C. Immediately upon written notice to the other Party, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Party sending notice performance under this Agreement is prohibited or that Party is prohibited from paying for such performance from the planned funding source.

D. Immediately upon written notice to the other Party, if that other Party fails to perform or to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice fails to correct such failures within ten (10) days or such longer period as may authorized in writing.

E. If for any reason the Master Lease or any other agreement affecting control of the Site is terminated; however, good faith efforts shall be used to keep such agreements in effect.

F. Immediately upon written notice to the other Party, if that other Party fails to provide payment of Base Rent or Other Charges outlined in Section 3 of this Agreement.

G. By written consent of both Parties at any time.

H. As otherwise expressly provided in this Agreement.

LaneCSO's property listed in Exhibit A, may be removed by LaneCSO, at its option, at any time during the Term with notification to ODOT. Within forty-five (45) days of the expiration or earlier termination of this Agreement, the Master Lease or any other authorization related to ODOT's control of the Site, LaneCSO shall remove its communications equipment from the Authorized Space shall be done in a neat and orderly manner, reasonable wear and tear and loss by casualty or other causes beyond its control excepted. LaneCSO shall repair all damage caused by such removal at LaneCSO's sole expense. Any property not so removed within forty-five (45) days after the expiration or termination will be deemed abandoned and the property of ODOT. LaneCSO will be liable for all costs incurred by ODOT from removing the LaneCSO's communications equipment and repairing the Site, ODOT Facilities, or both as a result thereof.

Notwithstanding anything contained herein, ODOT shall have no obligation to refund prepaid fees should LaneCSO exercise any rights granted in this Agreement.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

12. NONAPPROPRIATION

The Parties obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon receiving funding, appropriations, limitations, allotments, or other expenditure authority

sufficient to allow the Parties, in the exercise of their reasonable, independent, administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of the Parties.

13. GOVERNING LAW, CONSENT TO JURISDICTION

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 laws. Any claim, action, suit or proceeding (collectively, "Claim") between the ODOT and LaneCSO that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. LaneCSO HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the ODOT's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon. This provision survives termination of the Agreement.

14. DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition to other processes to resolve disputes arising under the Agreement, either Party may notify the other that it wishes to engage in a more guided dispute resolution process. Upon such notification, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute. If the Parties do not reach agreement as a result of the non-binding discussion, the Parties may agree to consider further appropriate dispute resolution processes, including binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

15. DEFAULT AND REMEDIES

A. The following shall be deemed a default by LaneCSO and a breach of this Agreement:

   1. Non-payment of amounts invoiced if such remains unpaid for more than thirty (30) days after the date of written notice from ODOT of such failure to pay.

   2. Failure to perform, and/or to correct such failures, of any other term or condition under this Agreement within forty-five (45) days after the date of written notice from ODOT, or such longer period as ODOT may authorize in writing.

   3. If LaneCSO remains in default beyond any applicable cure period.

   4. Any representation, warranty or statement made by LaneCSO in this Agreement or in any documents or reports relied upon by ODOT is proven untrue in any material respect.

   5. LaneCSO (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in

effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing.

B. The following shall be deemed a default by ODOT and a breach of this Agreement:

1. ODOT fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement within forty-five (45) days after the date of written notice from LaneCSO.
2. If ODOT remains in default beyond any applicable cure period.
3. Any representation, warranty or statement made by ODOT in this Agreement or in any documents or reports relied upon by LaneCSO is untrue in any material respect.

C. In the event a Party is in default, the other Party may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

1. Termination of this Agreement.
2. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief related to the Project or Site.
3. These remedies are cumulative to the extent the remedies are not inconsistent, and Parties may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

This provision survives termination of the Agreement.

16. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL , OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

17. SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 6, 9, 10, 11, 12, 13, 15, 17 and 20 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

18. 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 provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

19. COUNTERPARTS

This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original. This provision survives termination of the Agreement.

20. COMPLIANCE WITH LAW

The LaneCSO shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof.including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, the Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

21. INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that LaneCSO is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise. Each Party shall remain solely responsible for its own employees and related benefits. At no time will LaneCSO's employees who provide services under this Agreement be considered an employee of ODOT, nor will any ODOT employee who provides services under this Agreement be considered an employee of LaneCSO.

22. CONTRATORS

A. LaneCSO shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of LaneCSO's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.

B. Any such indemnification shall also provide that neither LaneCSO's contractor and subcontractor nor any attorney engaged by LaneCSO's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that LaneCSO's contractor is prohibited from defending the State of Oregon, or that LaneCSO's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all

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rights to pursue claims it may have against LaneCSO's contractor if the State of Oregon elects to assume its own defense.

C. LaneCSO may contract any portion of installation, maintenance or repair of its colocated communications equipment contemplated by this Agreement to an approved entity competent to perform such work. If either Party's communications equipment is damaged or disrupted by a third party permitted at the Site by the other Party ("Authorizing Party"), the Authorizing Party shall: (a) require the third party to indemnify the other Party for the work performed by the third party; (b) ensure the third party is insured for the contractual indemnity required hereunder; and (c) cause the third party to mitigate the damages or disruption and ensure the equipment is restored to its condition prior to the damage or disruption.

D. ODOT consent to any subcontract (or other delegation of duties) does not relieve LaneCSO of any of its duties or obligations under this Agreement.

23. FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODOT may terminate this Agreement upon written notice to LaneCSO after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

24. RECORDS MAINTENANCE AND ACCESS

LaneCSO shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, LaneCSO shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of LaneCSO, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document LaneCSO's performance. All financial records, books, documents, papers, plans, records of shipments and payments, writings and other records of LaneCSO, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records."

LaneCSO acknowledges and agrees that ODOT and the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to all Records specific Agreement for the purpose of making audit, examination and make excerpts and transcripts. LaneCSO shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment, completion of Project, and/or termination of this Agreement as applicable, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, LaneCSO shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

25. INTENDED BENEFICIARIES

ODOT and LaneCSO are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement. This provision survives termination of the Agreement.

26. ASSIGNMENT AND SUCESSORS IN INTEREST

LaneCSO may not assign or transfer its interest in this Agreement without the prior written consent of ODOT and any attempt by LaneCSO to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. ODOT's consent to LaneCSO's assignment or transfer of its interest in this Agreement will not relieve LaneCSO of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

27. SUBLEASE

LaneCSO shall not, without ODOT's prior written consent, enter into any subleases for use of the Site or ODOT Facilities. ODOT's consent to any sublease will not relieve LaneCSO of any of its duties or obligations under this Agreement.

28. MERGER, WAIVER

This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

29. HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

30. COUNTERPARTS

This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

31. AGREEMENT DOCUMENTS

This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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(SIGNATURE PAGE FOLLOWS)

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SIGNATURES

Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. ODOT reserves the right at any time to require the submission of the hard copy originals of any documents.

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

Lane County, by and through its Sheriff's Office

By _____
Clifton G. Harrold, Sheriff
Date _____

By _____

Steve Mokrohisky, Administrator

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
Joe Messman, ODOT Wireless Section Manager

Date _____

APPROVED FOR LEGAL SUFFICIENCY

By _____
Oregon Department of Justice

Date _____

_X_ NA Does not meet threshold ORS 291.047, OAR 137-045-0030(3)

List of Exhibits which are attached hereto and by this reference made a part of this Agreement.

Exhibit A – ODOT WCS Colocation and Circuit Authorization Form

Exhibit B – ODOT WCS - Communication Site Antenna and Tower Mounted equipment Installation Standards

Exhibit C – ODOT WCS Minimum Site Shelter Equipment Installation Standards

Exhibit D – Service Protocols

Exhibit E – Master Lease – U.S. Department of Agriculture, Forest Service, Communications Use Lease

Exhibit F – Wolf Mtn Communications Site Management Plan 2005

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EXHIBIT A

ODOT WCS COLOCATION AND CIRCUIT AUTHORIZATION FORM

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EXHIBIT B

Oregon Department of Transportation Wireless Communications Section - Communication Site Antenna and Tower Mounted equipment Installation Standards

The purpose of this document is to adopt standards for the installation of antennas or other equipment on Communication site towers and facilities. All ODOT and OSP equipment is required to be installed to this standard. Any other agency, cooperator, or tenant that has equipment installed at an ODOT owned communications facility is also required to meet this standard.

For the purposes of this document, "**approved**" means reviewed and confirmed as acceptable by an authorized member of the ODOT Wireless Communications Section.

Coordination of Installations:

- Installations will be scheduled with the Wireless Area Radio Specialist and coordinated through the ODOTWireless Work Order Desk.
- All tower work will be coordinated with the Wireless Area Radio Specialist and the Wireless Work Order Desk, at least 2 regular business days prior to the scheduled work, to allow for proper notification of radio system users that could be affected by the work.
- Emergency work requests will be handled on a case-by-case basis.
- A Wireless Area Radio Specialist will be assigned as a Project Liaison and Quality Control point for a specific installation location.
- Installs requiring antenna or coax replacements that will disrupt functionality or operations of a state-owned radio system will require a developed work plan prior to beginning work, to minimize the out of service time for the affected radio system. The Wireless Section will participate in developing the work plan.
- Installs requiring antenna or coax replacements that will disrupt functionality or operations of a state-owned radio system will require coordination with ODOT Wireless, at least two regular business days prior to work beginning, to allow for notification to system users.

Land Mobile Radio:

Antenna and Equipment Mounting:

- Antenna(s) and mounts shall be installed per manufacturer instructions using the manufacturer's recommended brackets.
- Re-use of old mounting hardware is not allowed.
- All mounts, brackets, hardware, and braces shall be hot galvanized, stainless steel, or other approved rust resistant materials.
- All antennas will be mounted in the vertical polarity unless otherwise stated and will be plumb in all planes.
- Excluding top mounted antennas, any antenna exceeding fifteen feet in length shall have an RF-transparent top brace (such as CommScope DB5004s-MTD) installed, unless antenna manufacturer indicates use of top support is unnecessary. Sites with extreme weather conditions may require top bracing of antennas, regardless of manufacturer's recommendation. These sites will be identified as such in the Statement of Work.
- Omni directional antennas mounted below the top of a tower shall be mounted on a minimum 3'

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standoff mount with stiff-arm attachment. All standoff mounts shall be rated to exceed the antenna weight, wind, and ice load ratings of the antenna(s) being installed.

- Antennas located on a sloping leg shall be installed with a tapered pipe mount to allow for vertical mounting.
- All hardware shall be tightened to manufacturers torque specifications.
- All antennas, brackets, and mounting hardware shall be mounted in a manner that ice or wind loading will not twist the mounting system.
- If ice shields are required, then manufacturer specifications for installation are to be adhered to.

Coaxial Cable support and grounding:

- All exterior coaxial cable shall be 100% shielded construction such as Andrew Heliax or approved equivalent.
- RF connectors will be DIN type unless specified otherwise by ODOT Wireless.
- All coaxes will be supported by rubber cushions using proper hardware (i.e. Valmont cushions with stainless steel hose clamps and hardware).
- Round (i.e., stainless steel hose clamps), angle clamps, or other required adapters will be used where cables cannot be routed on the cable ladder.
- Maximum distance between hangers shall be 4 feet. Shorter spacing may be required for smaller coax to prevent drooping or sagging.
- All vertical runs of coax on the tower will be on cable ladder, unless specified by Wireless Section.
- The portion of coax runs not on a cable ladder shall be located on the **underside** of tower members, or in a manner to provide maximum protection from icefall, falling items, being stepped on, abrasions, and other hazards.
- All coaxes shall be hoisted with the use of a cable hoist grip or similar method. In no event shall a coax be hoisted by a connector.
- Radius bends exceeding manufactures specifications, kinks, dents, and compromised coax jacketing are not acceptable.
- Cushions that support multiple runs of coax are recommended for all installs.
- Coax shall be grounded near the antenna, where the line sweeps to the horizontal at the base of the tower, and at the building entry port.
- If the vertical run of coax is longer than seventy feet, additional ground kits shall be installed at regular intervals. Maximum distance between grounds is 70 feet.
- The coax ground kit at the antenna and any mid-point of the coax run shall be connected to the tower by a stainless steel or galvanized angle adapter.
- The coax ground kit at the tower base will be connected to a copper bus bar if equipped or by a stainless steel or galvanized angle adapter.
- The ground kits at the building entry port will be connected to the copper entry port ground bus.
- All ground bus wiring shall be routed towards the ground (downwards) with no sharp corners, bends, or loops.
- All coax between the tower and the building will be routed under and protected by an ice bridge.

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- Any site where the tower is bolted to or directly adjacent to the building without an ice bridge will have a “Drip Loop” to allow moisture to drain before the entry port.
- Any threaded rod, bolts, or strut material (uni-strut) used shall be galvanized or stainless steel. All associated hardware will be stainless steel, nylon, aluminum, or hot-dip galvanized steel.
- All transmission line and antenna grounding shall be in compliance with the Harris Site Grounding and Lightning Protection Guidelines.
- All ground kits on the building entry port will use 3/8” two-hole lugs with no-ox compound between the lug and copper bus bar. Polyolefin heat-shrink tubing will be installed over the crimp area and extend one inch past exposed wire onto the insulation.
- All ground kits on the tower will have single-hole 3/8 lug with polyolefin heat-shrink tubing over the crimp area extending one inch over the insulated wire.
- All lugs used on ground kits will be tin-plated copper.
- Ground kits shall be Andrew CSG78-12B2U or CSG12-12B2U, or approved equivalent.
- Any vertical wraps of electrical tape should be applied so the final outer layer covers the entire area, starting from the bottom and ending at the top.
- Cable ties, or Ty-Raps, are only approved for securing jumper cables from antennas to the main coax. All cable ties shall be UV rated, and have a minimum breaking strength of 150 lbs.

Microwave Antenna Systems:

Antenna and Equipment Mounting:

- Microwave dishes shall be installed in accordance with manufacturer specifications.
- Hurricane brace/stiff arm mounted in a horizontal plane will be installed on all dish antennas. Large antennas may require additional bracing.
- All microwave antenna bracing shall be connected to a horizontal girt or opposing tower leg. If a horizontal girt is not available, a girt shall be added. Diagonal tower members **shall not** be used for microwave antenna bracing.
- Re-use of old mounting hardware is not allowed.
- All mounts, brackets, hardware, and braces shall be hot galvanized, stainless steel, or other approved rust resistant materials.
- All antenna feedhorns shall be mounted in the specified polarity, ensuring the feedhorn is level.
- Antennas located on a tapered leg shall be installed with a tapered pipe mount to create a plumb antenna mounting pipe.
- All hardware shall be tightened to manufacturers torque specifications.
- All antennas, brackets, and mounting hardware shall be mounted in a manner that ice or wind loading will not twist the mounting system.
- Microwave antenna ice shields, when specified, shall be assembled, and installed, to ice shield manufacturer’s specifications.
- Ice shield cabling shall be installed in a manner that prevents ice shield rotation and/or excessive rotational stress on the mount or tower leg.
- Upper ice shield cables shall be attached to appropriate leg anchors and/or horizontal girts to

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provide a minimum 45-degree cable angle for support.

Waveguide support and grounding:

- All Waveguide shall be jacketed.
- Waveguide shall be supported using Valmont Structures P\N: SREW63-K, UPC: 888063450525 waveguide cushions (6GHz) or specific Valmont waveguide cushions for other frequency waveguides (11 GHz, 18 GHz, etc.). No clips or snap-ins allowed.
- Round (i.e., stainless steel hose clamps), angle clamps, or other required adapters shall be used where waveguides cannot be routed on the cable ladder.
- Maximum distance between hangers shall be 4 feet for waveguide.
- All vertical runs of Waveguide on the tower shall be on cable ladder, unless specified by Wireless Section.
- The portion of waveguide runs not on a cable ladder shall be located on the **underside** of tower members, or in a manner to provide maximum protection from icefall, falling items, being stepped on, abrasions, and other hazards.
- The portion of waveguide extending from the tower leg to the antenna feedhorn shall be protected from icefall damage by installing shielding above waveguide.
- All Waveguide shall be hoisted with the use of a cable hoist grip or similar method. In no event shall a waveguide be hoisted by a connector.
- Radius bends exceeding manufactures specifications, kinks, dents, and compromised Waveguide jacketing are not acceptable.
- Cushions that support multiple runs of Waveguide are recommended for all installs.
- Waveguide shall be grounded near the antenna, where the line sweeps to horizontal at the base of the tower, and at the building entry port.
- If the vertical run of coax is longer than seventy feet, additional ground kits shall be installed at regular intervals. Maximum distance between grounds is 70 feet.
- The waveguide ground kit at the antenna and any mid-point of the waveguide run shall be connected to the tower by a stainless steel or galvanized angle adapter.
- The waveguide ground kit at the tower base will be connected to a copper bus bar if equipped or by a stainless steel or galvanized angle adapter.
- The ground kits at the building entry port will be connected to the copper entry port ground bus.
- All ground bus wiring shall be routed towards the ground (downwards) with no sharp corners, bends, or loops. Any threaded rod, bolts, or strut material (uni-strut) used shall be galvanized or stainless steel. All associated hardware will be stainless steel, nylon, aluminum, or hot-dip galvanized steel.
- All ground kits on the building entry port will use 3/8” two-hole lugs with no-ox compound between the lug and copper bus bar. Polyolefin heat-shrink tubing will be installed over the crimp area and extend one inch past exposed wire onto the insulation.
- All ground kits on the tower will have single-hole 3/8 lug with polyolefin heat-shrink tubing over the crimp area extending one inch over the insulated wire.
- All lugs used on ground kits will be tin-plated copper.

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- All waveguide between the tower and the building shall be routed under and protected by an ice bridge.

Other Tower mounted equipment:

Equipment Mounting:

- Equipment shall be installed in accordance with manufacturer specifications.
- Re-use of old mounting brackets is not allowed.
- All mounts, brackets, hardware, and braces shall be hot galvanized, stainless steel, or other approved rust resistant materials.

Miscellaneous Cabling support and grounding:

- All exterior cabling (Ethernet, POE, Power, fiber, etc.) shall be rated for exposed outdoor environmental conditions. For special installations, the Wireless Section will provide additional specifications.
- Shielded cable is recommended where practical.
- All cable will be supported by rubber cushions using proper hardware.
- Maximum distance between hangers shall be 4 feet. Shorter spacing may be required for smaller coax to prevent drooping or sagging.
- All vertical runs of cable on the tower shall be on cable ladder, unless specified by Wireless Section.
- The portion of coax runs not on a cable ladder shall be located on the underside of tower members, or in a manner to provide maximum protection from icefall, falling items, being stepped on, abrasions, and other hazards.
- All cable shall be hoisted with the use of a cable hoist grip or manufacturer approved method. In no event shall a cable be hoisted by a connector.
- Radius bends exceeding manufactures specifications, kinks, dents, and compromised cable jacketing are not acceptable.
- Shielded cabling will be grounded near the device connection, where the cable sweeps to the horizontal at the base of the tower, and at the building entry port.
- AC cabling over 75 volts shall be run in metal conduit and supported by proper mounts.
- Electrical tape, ty-raps, and hose clamps are NOT allowed for securing cable to towers.

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EXHIBIT C

Oregon Department of Transportation Wireless Communications Section
MINIMUM SITE SHELTER EQUIPMENT INSTALLATION STANDARDS

DISCLAIMER: The Site Standards described below are minimum standards and are intended to provide guidance for proposed installations. Actual site conditions may necessitate additional restrictions.

General Requirements

- Post a copy of the FCC license or National Telecommunications and Information Agency (NTIA) authorization on each transmitter. Include the name, address, and telephone number of the person responsible for the operation of that transmitter. Indicate transmit and receive frequencies as well as tone control frequencies.
- Control stations and "inverted pairs" on FCC-designated repeater channels are generally not allowed at sites.
- Install only FCC type-accepted transmitters for the station type being used (for example: base station, control station, etc.) at a site. Where applicable, only equipment type accepted per FCC Part 15 for RF radiation and noise is acceptable for installation at a site.

Cabling and Connectors

- ***Table 1, below***, contains specifications for cabling and connectors used at sites.

• **APPLICATION**	• **CABLING OR CONNECTOR TYPE**
• RF cabling between equipment ***within a rack***.	• Double-shielded (such as RG-214, RG-142, or RG-400) or solid outer conductor coaxial cable.
• RF cabling ***between racks*** to connect combining equipment and antenna feed-through ports.	• Solid outer conductor coaxial cable or double shielded coaxial cable providing a minimum of 98.5% shield coverage.
• Receive lines ***within*** the shelter.	• ¼ in. diameter solid-shield flexible cable, similar to Andrews FSJ1-50A.
• Transmit lines ***within*** the shelter.	• ½ in. diameter solid-shield flexible cable, similar to Andrews FSJ4-50B.
• Feed lines ***outside*** the shelter.	• ½ in. diameter (or larger as needed) solid-shield cable similar to Andrews LDF4-50A HELIAX.

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• APPLICATION	• CABLING OR CONNECTOR TYPE
• RF connectors on transmit cables.	• Use type “N” connectors wherever possible. If the manufacturer’s equipment has another type of connector installed, that connector is acceptable. Adapters are discouraged.
• RF connectors on receive cables.	• Type “BNC” is allowed, however type “N” is recommended. Again, use the same type connector as the manufacturer’s equipment if another type is installed. Adapters are discouraged.
• Connectors for braided coaxial cables.	• Silver-plated connector bodies and, where available, gold-plated contact pins. ***Do not*** use other types of plated connectors or adapters.

Table 1

IM Suppression

- Notch-type duplexers must include a band-pass cavity (BPC) in the transmit leg that meets the requirements in ***Table 2, below***. The BPC must be between the transmitter output and the duplexer input port.
- Additional filters, BPCs, isolators, and other hardware may be required at the tenant’s expense to correct site problems as a result of the tenant’s installation.
- Each transmitter operating within the band limits in ***Table 2, below***, require the use of a protective isolator, low-pass harmonic filter, and a BPC that meets the minimum attenuation levels shown ***below*** in ***Table 2***. The isolator and harmonic filter must precede the BPC in the transmit path. The low-pass filters must provide a minimum of 30-dB attenuation above 70 MHz. The low-pass filter used must be a true low pass filter. Do not use harmonic notch filters, which certain vendors manufacture and claim to be “low-pass filters.” These filters do not meet the intent of this specification.

FREQUENCY BAND	ISOLATOR REVERSE ISOLATION	BPC ATTENUATION AT FREQUENCY FROM CARRIER
29.7–54 MHz	15 dB	20 dB at ± 600 kHz
72–76 MHz	25 dB	20 dB at ± 600 kHz
136–174 MHz	25 dB	30 dB at ± 2 MHz
220–225 MHz	25 dB	30 dB at ± 3 MHz
406–512 MHz	25 dB	15 dB at ± 2 MHz

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FREQUENCY BAND	ISOLATOR REVERSE ISOLATION	BPC ATTENUATION AT FREQUENCY FROM CARRIER
806–960 MHz	25 dB	20 dB at ± 10 MHz

Table 2

- Microwave equipment operating above 960 MHz does not require the use of an isolator, harmonic filter, and band pass cavity. Transmitters operating below 29.7 MHz must include a low-pass filter with an attenuation level of at least 70 dB at 54 MHz.

Lightening, Surge Suppression and Grounding

- Most sites have lightning and surge protection systems installed, including lightning arrestor mounting panels. Newer systems may have a pass-through plate with a provision for placement of a lightning suppressor just inside of the plate. All transmission lines must enter and exit the building via one of these entry panels or an approved entry (see ***Antennas, Feed Lines and Cable Entries***)
- Connect equipment to the site's ground system using compression fittings, bolted joints or Cadwelding (exterior or in-ground) for connection. Do not use "split-bolt" connectors as junctions. Cable runway trays above the equipment rack usually include a ground pigtail.
- Remove from the site all coaxial cable that serves no purpose or is abandoned. Properly terminate and protect all coaxial cables that are spare equipment or dedicated but inactive. Terminate both ends of the cable with, at least, a 2 watt 47-ohm resistor (only inside the building if the antenna has not been removed).

Inside Equipment

- Use only transmitters, receivers, and related equipment designed for use in a high-RF, multi-user environment. This includes power supply equipment, rectifiers, control equipment, alarm units, etc. This generally means that equipment must have additional filtering on input and output leads, and has additional physical shielding installed on the equipment. The equipment specifications will usually be higher than those encountered for use in a mobile radio or desktop base station environment.
- In the event Radio Interference occurs and the above standards are complied with, additional isolators, filters, cavities, etc. may be required to correct specific problems. The need for additional filtering equipment will be determined on a case-by-case basis.
- Systems involved, not in full compliance with these standards, will be asked to comply immediately. Users, who remain non-compliant with these standards, after formal notification, are at risk of having their site use agreement(s) terminated.
- Sites are designed to accommodate equipment housed in 7' (84") racks.
- Fasten racks to the floor with an approved anchor. Also, use an approved method to connect racks to an overhead cable runway tray. For example, using a 14-inch length of Chatsworth 11450-001 framing channel and "J-bolt" kits to fasten a rack to the cable runway tray is acceptable. ***Do not drill holes into existing cable runway trays***.

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- Install seismic bracing on equipment and mounting frames.
- All cables/wires are to be securely and neatly routed, bypassing any potentially hazardous areas such as heat, sharp objects or human interference. All wires are to be labeled or have written documentation on site that identifies the use of the cable/wire.

Antennas, Feed Lines and Cable Entries

- All antennas to tower mounting hardware shall be purchased from the tower manufacturer.
- Feed lines shall be no less than ½" heliax (See Table 1 above).
- Feed line ground kits shall be installed at antenna, transition from tower to ice bridge, and at entry port.
- Microflect cushion assemblies shall be used to attach feed lines to the tower (Leg clamps may be required on some towers).
- Use the provided cable entry or, if none available, use a Microflect B220 entry.
- All installations shall be cleared by the ODOTWireless Group and installations shall be performed with ODOTpersonnel present.
- Feed-through lightning protectors should be used on all coaxial cable connections to equipment enclosures. Gas, Gap and MOV (Metal Oxide Varistor) protectors should be used on Control, Audio, Telephone and Power connections. All feed line entering the building must be terminated, even when not in use.
- Transmission lines between the equipment building and tower structure shall be secured to a messenger wire or anchored to an approved ice bridge. If it becomes necessary to bury a transmission line it shall be placed inside PVC conduit, with a minimum diameter of 3" and buried to a depth of no less than 12" below the surface of the ground. The ends, where the transmission line enters and/or exits, shall be sealed in a manner that prevents moisture from entering and being trapped within the PVC conduit.
- All loose wire or metal objects are to be removed from the tower and site. This is to include unused antennas and transmission lines.

Miscellaneous Requirements

- In no case shall 120 VAC power equipment come into contact with ODOT racks containing microwave or base band equipment.
- Extension cords are not permissible as a permanent power connection.
- A system interference test (desense) shall be performed before and after the installation of new equipment to ensure the existing ODOT radio system(s) integrity.
- All books and spare parts are to be kept in neat order, floors clean, and all debris removed after each site visit.
- Each site will have a site log, with the following minimum information logged during each visit: Date and arrival time, names and contact information of all persons at the site, purpose of visit, time left site.

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General Site Lease Guidelines

- Amateur radios will be allowed only if sponsored by a governmental entity.
  - Preferably any amateur radios allowed will be associated with either R.A.C.E.S (Radio Amateur Communications Emergency Service) or A.R.E.S. (Amateur Radio Emergency Service.
  - Initial request and subsequent agreements will be with the governmental entity.
  - Keys will be issued to and controlled by the governmental entity.
- "For Profit" entities are generally not allowed space in ODOT shelters.
  - Private "not-for-profit" entities may be considered.
  - Sites are to be used primarily for Public Safety services.
  - Maintaining site security is a major consideration in decision making process.
- Site Use Requirements:
  - Equipment installation must meet or exceed ODOT Site Installation Standards.
  - All antennas are to be mounted on the tower structure in the assigned locations. No antennas will be mounted to the buildings without prior written approval from ODOT.
  - Radio equipment must be rack mounted. Equipment cabinets are no allowed.
  - Key use and control must comply with ODOT Key Issuance requirements. Keys are issued to governmental entities and they hold the responsibility for proper use and control.
  - Current site fee charges will apply to all users.
  - A Technical Data Sheet is to be submitted for each RF unit.
  - A prior intermodulation/frequency analysis must be completed and approved.
  - Infrastructure of site must be robust enough to support the additional equipment.
  - Space for one (1) rack must be reserved for ODOT expansion.
  - Any sharing of ODOT battery power will only be with State agencies. Non-state users must supply their own battery power.
- Other considerations:
  - User may be asked to pay for a tower loading and/or intermodulation study
  - The initial request is to be made on an ODOT co-location application which will be reviewed and is subject to approval before proceeding with a lease agreement
  - ODOT may own radio facilities that it does not occupy but reserves the right to lease these facilities to any entity deemed appropriate.

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EXHIBIT D

Service Protocols

All notifications to LaneCSO required under this Agreement will be made to the following LaneCSO Authorized Representative identified in 4. NOTICES, AUTHORIZED REPRESENTATIVES AND CONTACT INFORMATION.

1. LEVELS OF SUPPORT

There are four (4) levels of support provided under this Agreement, Standard Coverage and After-Hours Coverage as further described below and are the support levels provided by ODOT when it receives the Support Request from LaneCSO and represent generalist support. If this level of support cannot resolve the problem, the Support Request is escalated to ODOT systems specialists.

- Severity 1 - Major Functionality Failure Dispatched 7 x 24 x 365 days. (Weather and access dependent).
- Severity 2 - Significant Functionality Impairment Dispatched 8 x 5 Monday - Friday, standard Business Days.
- Severity 3 - Technical Question: Upgrades or intermittent problems, system problems presently being monitored, parts questions if technician is not on site, and general questions concerning a problem. Work to be performed at a later time. 8 x 5 Monday - Friday, standard business hours.
- Severity 4 - Scheduled Maintenance, Scheduled upgrades.

2. HOURS OF OPERATION

The core business hours for the ODOT specialists ("Specialists") are from 8 AM to 4:30 PM Monday through Friday ("Core Business Hours"). Exception - Many Specialists work alternative work schedules and may be available earlier and later each day and not available on a Monday or Friday.

- Administrative Support 7:00 AM to 4:30 PM Monday through Friday,
- Engineering support 7:00 AM to 5:30 PM Monday through Friday.
- After hours and weekend support (24/7) is obtained through the WCS Network Operations Center (NOC) in Salem.
- ODOT will provide immediate and stand-by support for special operations when requested by LaneCSO.

3. PLANNED OUTAGE NOTICES

Forty-Eight (48) Hours Prior Notice

ODOT will give a minimum of a forty-eight (48) hour (two (2) Business Days) prior notice to LaneCSO for all planned microwave outages affecting or having the possibility to affect its operations.

ODOT shall include the following information in the notification of a planned outage:

- Scope of work (routine maintenance, tower repair, facilities, etc)
- Time scheduled for the outage and expected outage duration
- List of circuits impacted (hops or systems affected)
- Any other information that may be helpful to LaneCSO for contingency and further notification

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actions.

- The forty-eight (48) hours notification will be via ODOT WCS Network Operations Center, Wireless Work Order Desk email notification system to the LaneCSO Contact.

Thirty (30) Minute Notice - prior to taking the ODOT Microwave Network off line

ODOT will contact the LaneCSO Dispatch and notify them exact time they will take the outage, confirm the estimate timeframe the system is expected to be off line, and provide contact information in case the LaneCSO needs to get a hold of the ODOT.

Immediate Notification - when ready to turn off the switch

ODOT will contact the LaneCSO Dispatch and notify them that are now taking the outage.

ODOT shall postpone a scheduled outage if LaneCSO notifies ODOT that the outage will present a life safety or significant adverse impact to field operations.

4. UNPLANNED IMMEDIATE OUTAGE NOTIFICATION

Notice for unplanned immediate outages will be provided by contacting LaneCSO Dispatch.

Notice for unplanned equipment failure will be provided to the LaneCSO Dispatch immediately upon identifying the failure if possible, but not less than five minutes from identifying the failure.

5. PREVENTATIVE MAINTENANCE

ODOT will perform preventative maintenance at the frequency prescribed by the manufacturer or on specified intervals as needed. If maintenance of the equipment requires moving LaneCSO equipment, or will cause an outage of service, ODOT will notify LaneCSO of the planned outage if possible seven (7) calendar days, but not less than forty-eight (48) hours prior to commencing the work. The Parties will work together if the outage requested will occur in less than forty-eight (48) hours. Such notification shall be made to the LaneCSO Contact.. If at the sole discretion of ODOT during the course of routine preventative maintenance it is determined that an outage is required to perform work that will prevent future more prolonged outages, ODOT shall notify the LaneCSO Contact prior to taking the outage and performing the work.

6. SUPPORT REQUEST

Support Request is generally defined as a request for support to fix a defect in an existing device or a request for support that involves functionality of the stated device and providing the information identified in the “Sample Support Request” attached hereto. The Support Request will be sent via email, phone call, US Mail, or in person.

a. Requestor will submit an email copy of the Support Request to ODOT at the following email address: WirelessWorkOrderDesk@odot.oregon.gov

or

b. Phone call to the Network Operations Center at (503) 986-291, with all information in the Support Request.

Support Response – LaneCSO personnel, or their designee, will contact the ODOT representative within one (1) hour of the report to discuss the problem during normal business hours. Once a Support Request has been submitted, ODOT will make itself available to work with the LaneCSO person assigned to the Support Request. Support Requests are taken by ODOT during Core Business hours as identified in Section 2. ODOT representative will provide all information required to open a “Support Request” form

and provide all information identified in the “Support Requests”. A sample Support Request form is provided as Attachment 1 to this Exhibit C. SYSTEMS AVAILABILITY - ODOT will strive to maintain the ODOT Microwave Network availability at 100 percent, realizing any electronic equipment, power systems, and facilities can fail for a variety of reasons.

ODOT personnel, or its designee, shall contact the LaneCSO representative and report a circuit problem within one (1) hour of discovery of the problem.

1. AMENDMENT AND CHANGE MANAGEMENT

These Service Protocols may be revised or amended from time to time without amendment to this agreement. ODOT shall coordinate and present new or changed processes, practices, or policies that impact the terms of Service Protocols and that have an impact on the ODOT Microwave Network maintenance, operation, or repair, to LaneCSO to help them understand processes, practices and policies prior to implementation.

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EXHIBIT D: ATTACHMENT 1

SAMPLE SUPPORT REQUEST

Support Request #	Severity Level (circle one): 1 2 3 4

Date:	Time:	Help Desk Person:

Caller	Call back number:

Field Person Reporting Problem:
Field Person Contact Number:

Time trouble occurred:	**Location of Trouble**:

Details of Problem Being Experienced:

Has anything been done to try and correct the problem? (Circle one) Y N

If so what:

Comments:

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