

Contract Review Sheet

Lease Agreement

PW-7323-26Title: **Tower Space Lease Agreement - Polk County (Eagle Crest Site)**Contractor's Name: **Polk County, OR**Department: **Public Works Department**Contact: **Alicia Jones**Analyst: **Kathleen George**Phone #: **-4320**Term - Date From: **October 1, 2026**Expires: **December 31, 2033**Original Contract Amount: **\$ 171,488.00**Previous Amendments Amount: **\$ -**Current Amendment: **\$ -**New Contract Total: **\$ 171,488.00**Amd% **0%**Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☒ Retroactive ☐ Amendment greater than 25%Source Selection Method: **50-0010 General Exemptions (IGAs Grants QRFs)****Department**

Description of Services or Grant Award

This Agreement is for the lease of space on Polk County's radio tower located at Eagle Crest. The Initial Term of this Agreement shall commence on October 1, 2026, and shall expire on December 31, 2028. Quarterly payments of Five Thousand Four Hundred Thirty-Six Dollars (\$5,436.00) are due during the Initial Term, for a total payment amount of Forty-Eight Thousand Nine Hundred Twenty-Four Dollars (\$48,924.00).

Upon expiration of the Initial Term, the Agreement shall automatically renew for an additional consecutive five-year term beginning January 1, 2029 and expiring December 31, 2033. The Quarterly Rental Fee shall increase annually on January 1 by the greater of three percent (3%) or the annual increase in the Consumer Price Index for the Portland metropolitan area. The calculated quarterly rental fees for the five-year renewal term, using a minimum annual increase of three percent (3%) and rounded up to the nearest whole dollar, are as follows:

- 2029: \$5,770 per quarter → \$23,080 per year
- 2030: \$5,944 per quarter → \$23,776 per year
- 2031: \$6,123 per quarter → \$24,492 per year
- 2032: \$6,307 per quarter → \$25,228 per year
- 2033: \$6,497 per quarter → \$25,988 per year

Total value for 2029-2033 is \$122,564.00. Total contract value of \$171,488.00.

Desired BOC Session Date: **10/28/2026**Contract should be in DocuSign by: **10/7/2026**Agenda Planning Date: **10/15/2026**Printed packets due in Finance: **10/13/2026**Management Update: **9/22/2026**BOC upload / Board Session email: **10/14/2026**BOC Session Presenter(s) **Brian Nicholas**Code: **Y**

REQUIRED APPROVALS



10/13/2026

Finance - Contracts

Date



10/13/2026

Contract Specialist

Date



10/13/2026

Legal Counsel

Date



Jan Fritz (Oct 13, 2026 14:38:53 PDT)

10/13/2026

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/7/2026

Department: Public Works

Title: Contract PW-7323-26, Tower Space Lease Agreement - Polk County (Eagle Crest Site)

Management Update/Work Session Date: 9/22/26 Audio/Visual aids ☐

Time Required: 5 min Contact: Brian Nicholas Phone: x7944

Requested Action: Approve Contract PW-7323-26 with Polk County to lease tower space at Eagle Crest location for the Marion County Radio Project.

Issue, Description & Background: Marion County is constructing a new county wide public safety radio system for use by first responder agencies and other users. The attached lease is for the installation of equipment on the radio tower, which is owned by Polk County. Marion County will pay \$5,436.00 per quarter for Initial Term 10/1/2026-12/31/2028. Upon expiration of the Initial Term, the Agreement shall automatically renew for an additional consecutive five-year term beginning 1/1/2026 and expiring 12/31/2033. The Quarterly Rental Fee shall increase annually on January 1 by the greater of three percent (3%) or the annual increase in the Consumer Price Index for the Portland metropolitan area for an estimated total contract value of \$171,488 through 12/31/2033.

Financial Impacts: The cost of construction is a budgeted expense in the current fiscal year under CIP 22-308. The annual utility fee will be paid by the Public Works Communications Program.

Impacts to Department & External Agencies: Completion of this project will benefit first responder agencies and the general public by providing a resilient and unified interoperable radio communications platform.

List of attachments: Contract PW-7323-26

Presenter: Brian Nicholas

Department Head Signature: BNicholas Digitally signed by BNicholas
Date: 2026.09.16 10:58:45 -07'00'

POLK COUNTY - EAGLE CREST TOWER SPACE LEASE AGREEMENT

TOWER SPACE LEASE AGREEMENT

This Tower Space Lease Agreement (this "Lease") is made and entered into as of October 1, 2026 (the "Effective Date"), by and between **Polk County**, a political subdivision of the State of Oregon, having an administrative address at 850 Main St., Dallas, Oregon 97338 ("Lessor"), and **Marion County Public Works**, a department of Marion County, a political subdivision of the State of Oregon, having an administrative address at 5155 Silverton Road NE, Salem, Oregon 97305 ("Lessee").

WITNESSETH:

WHEREAS, Lessor owns, operates, or controls a communications tower (the "Tower") and a secure communications bunker building located on Eagle Crest Drive, Salem, Oregon (Latitude 44° 58' 59" N, Longitude 123° 08' 36" W) (collectively, the "Site"); and

WHEREAS, Lessee desires to install, operate, and maintain certain radio and data telecommunications equipment on the Tower and within the communications bunker building at the Site, and Lessor is willing to lease such space to Lessee for such purposes subject to the terms and conditions set forth herein; and

WHEREAS, Lessor represents that it possesses the full legal power, title, and authority to lease the Site in accordance with Lessee's operational requirements; This Tower Space Lease Agreement made as of October 7th, 2026, between Polk County, whose address is 850 Main St., Dallas, Oregon 97338 (herein known as "Lessor") and Marion County Public Works, whose address is 5155 Silverton Road NE, Salem, OR 97305 (herein known as "Lessee").

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SCOPE OF LEASE. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, specific space on the Tower at a location or locations selected by Lessee and approved in writing by Lessor (the "Premises") for the sole purpose of installing, operating, and maintaining Lessee's telecommunications equipment. Lessee shall further have the right to install related electronic equipment within a designated area of the bunker building structure at the Site, as specifically assigned by Lessor. All authorized equipment to be installed by Lessee is comprehensively itemized in **Exhibit A**, which is attached hereto and incorporated herein by this reference.

1. TERM:

(a) **Term and Renewal.** The term of this Agreement (the "Term") shall

commence on October 1, 2026 (the "Commencement Date"), expiring on December 31, 2028 (the "Initial Term"). Upon the expiration of the Initial Term, this Lease shall **automatically renew** for additional consecutive terms of **five (5) years each**, unless either party provides written notice of non-renewal to the other party at least **ninety (90) days** prior to the expiration of the then-current Term.

2. ACCESS:

Access Rights and Tower Climbing Protocols. Lessee shall have continuous, unescorted, twenty-four (24) hour access to the communications building and the tower compound area housing its radio and microwave equipment. Lessee's personnel or authorized contractors shall not climb the Tower structure for routine maintenance, modifications, or installations without obtaining prior written authorization from the Polk County Emergency Manager. Notwithstanding the foregoing, in the event of a critical equipment failure or network outage constituting an emergency, Lessee is explicitly granted immediate authority to climb the Tower to perform emergency remediation without prior approval, provided that Lessee provides telephonic or electronic notice to the Polk County Emergency Manager as soon as reasonably practicable.

3. PAYMENTS:

- (a) **Quarterly Rent.** Lessee shall pay to Lessor, without prior demand, deduction, offset, or counterclaim, a quarterly rent in the amount of Five Thousand Four Hundred Thirty-Six Dollars (\$5,436.00) (the "Quarterly Rental Fee"). The Quarterly Rental Fee shall be due and payable in advance on the Commencement Date and on the first day of each subsequent calendar quarter (January 1, April 1, July 1, and October 1) during the Term, subject to adjustment as provided herein. If the Commencement Date or expiration date occurs on a day other than the first or last day of a calendar quarter, respectively, the Quarterly Rental Fee for such partial quarter shall be prorated on a per-diem basis.
- (b) **Delinquency, Late Fees, and Interest.** The Quarterly Rental Fee is due and payable in advance on the first (1st) day of each calendar quarter. If any payment is not received by Lessor within thirty (30) days after its due date, such payment shall be deemed delinquent. In the event of a delinquency, Lessee shall pay a late charge equal to the greater of One Thousand Dollars (\$1,000.00) or twenty percent (20%) of the overdue Quarterly Rental Fee. Furthermore, all delinquent amounts shall bear interest at a rate of fifteen percent (15%) per annum, or the maximum rate permitted by applicable law, whichever is less, calculated from the original due date until fully paid.
- (c) *Section 3 (c) has been intentionally omitted.*
- (d) **Annual Rent Escalation.** Commencing on January 1, 2028, and on each January 1st thereafter during the Term and any subsequent renewals, the Quarterly Rental Fee shall be increased by an amount equal to the greater of: (i)

three percent (3%) of the immediately preceding Quarterly Rental Fee, or (ii) the percentage increase in the Consumer Price Index for the Portland metropolitan area (CPI-U Portland) over the preceding twelve (12) month period. The resulting increased Quarterly Rental Fee shall be rounded up to the nearest whole dollar.

(e) **Additional Taxes and Assessments.** In addition to the Quarterly Rental Fee, Lessee shall pay directly or reimburse Lessor for all sales, use, excise, personal property, real property, or other taxes, fees, and assessments levied or imposed by any governmental authority by reason of this Lease, the leasehold estate, or Lessee's specific use and occupancy of the Premises. Such amounts shall be paid by Lessee as additional rent within thirty (30) days of receiving an invoice or assessment notice from Lessor.

(f) *Section 3 (f) has been intentionally omitted.*

(g) **Electrical Utilities.** Lessee shall, at its sole cost and expense, install a separate electrical panel and meter for its exclusive use. Lessor shall calculate Lessee's annual utility consumption based upon the readings of said meter, and Lessor shall invoice Lessee in January of each calendar year for the utility consumption of the preceding calendar year, which amount Lessee shall pay promptly upon receipt.

(h) **HVAC Electrical Allocation.** Lessor shall deduct an amount equal to fifty percent (50%) of the electrical usage attributable to the heating, ventilation, and air conditioning (HVAC) system from the total utility bill of the adjacent lessee tenant (Oregon Department of Transportation /ODOT), based upon historical usage data. Lessor shall invoice Lessee for this allocated amount annually in January for the preceding calendar year's usage.

(i) **Utility Connection Costs.** Lessee shall bear sole responsibility for any and all costs, fees, and expenses incurred in connection with the installation, connection, hookup, or modification of any and all utilities serving the premises.

(j) **Place of Payment.** All payments required under this Lease shall be made payable to Lessor and delivered to the address set forth below, or to such other individual, entity, or location as Lessor may from time to time designate in writing. Subject to the provisions herein, payment of the Monthly Rental Fee and any utility reimbursements shall be sent to: Polk County, Attn: Emergency Manager, 850 Main St., Dallas, OR 97338.

4. RESERVED

5. TECHNICAL STANDARDS:

(a) **Interference Study.** Prior to the Commencement Date, and as a strict condition precedent to this Lease, Lessee shall, at its sole cost and expense, deliver to Lessor a comprehensive frequency harmonic and inter-modulation study. This study must be conducted by a registered professional engineer acceptable to Lessor and must conclusively demonstrate that Lessee's proposed frequency usage will not cause interference to existing installations on the

Tower. Lessee shall provide Lessor with copies of said study, along with copies of its Federal Communications Commission (FCC) license application, existing Construction Permit, or active FCC license for the Site, as applicable.

(b) Structural Analysis. Prior to the installation of any antennas, and upon Lessor's request, Lessee shall provide Lessor with a structural analysis report. This analysis must be conducted by a registered professional engineer acceptable to Lessor, demonstrating to Lessor's sole satisfaction that Lessee's proposed equipment falls within the safe structural design limits of the Tower. Lessee shall bear all costs associated with this study.

(c) Compliance with Tower Standards. Lessee covenants that the operation and maintenance of its equipment shall at all times, and at Lessee's sole expense, comply with all technical standards established by Lessor for the Tower. These include, without limitation, rules regarding frequency compatibility, radio interference protection, and antenna type, weight, and location.

(d) Approved Personnel. Lessee shall utilize only installation and maintenance personnel who are qualified and approved in advance in writing by Lessor. Lessor's approval shall not be unreasonably withheld.

6. INTERFERENCE:

Non-Exclusive Use and Interference Remediation. Lessee acknowledges that it does not have exclusive use of the Tower or shelter building, which may be leased to third parties for radio broadcast purposes. Lessee covenants that its equipment shall be of a type, and tuned to a frequency, that will not cause radio frequency or electrical interference to other tenants. Lessee shall make no alterations to its equipment or frequencies without Lessor's prior written consent. If, in Lessor's sole reasonable judgment, Lessee's equipment causes prohibited interference, Lessee shall promptly take all steps necessary to eliminate it. If Lessee is found wholly or partially responsible for such interference, Lessee shall be liable for its proportionate share of the remediation costs. If the interference cannot be corrected within twenty-four (24) hours, Lessor may order Lessee to deactivate its equipment immediately; failing which, Lessor reserves the right to shut down Lessee's equipment.

If the interference is not cured within ten (10) days after written notice from Lessor, Lessor may, in its sole discretion: (i) terminate this Lease, (ii) require Lessee to cease operations until the interference is resolved, or (iii) permanently remove the offending equipment, in which case the Quarterly Rental Fee shall be reduced proportionately. Lessee shall indemnify, defend, and hold Lessor harmless from any liability, losses, or costs arising out of such shutdown or removal, except to the extent caused by Lessor's gross negligence or willful misconduct. Lessee shall not resume standard operations (except for testing scheduled and approved by Lessor) until the interference is resolved to Lessor's satisfaction.

Lessee acknowledges that it will not have exclusive use of the Tower or shelter building, which may be leased by others for radio broadcast purposes. At all times during the term of this Agreement, Lessee agrees to use equipment of a

type and tuned to a frequency that will not cause interference to other lessees on the Tower, and agrees to make no changes in or to its equipment or to its frequencies without the prior written consent of Lessor.

7. COMMON EQUIPMENT:

Common Antenna Systems. Lessor reserves the right, at its sole option and expense, to install shared antennas, transmission lines, combiners, multicouplers, or related infrastructure (the "Common Antenna Systems") at the Site. If the Common Antenna Systems are technically compatible with Lessee's equipment, Lessor may require Lessee, upon written notice, to transition and connect its equipment to the Common Antenna Systems within one hundred eighty (180) days. Lessor may condition such connection upon Lessee's payment of a reasonable, one-time connection fee and a recurring maintenance fee. Within thirty (30) days of receiving Lessor's notice, Lessee shall deliver written notice to Lessor electing to either: (i) terminate this Lease, or (ii) connect to the Common Antenna Systems and pay the designated fees. Failure by Lessee to respond within said thirty (30) day period shall be deemed an election to terminate under clause (i). If this Lease is terminated pursuant to this Section, such termination shall become effective exactly one hundred eighty (180) days following the date of Lessor's initial notice.

8. ASSIGNMENT AND SUBLEASING:

- (a) **Assignment and Subleasing by Lessee.** Lessee may assign its interest under this Lease to its parent company, or to any wholly-owned subsidiary or affiliate of Lessee, provided that such assignee expressly assumes in writing all of Lessee's obligations hereunder, and subject to the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed. Except as expressly permitted herein, Lessee shall not sublease the Premises, nor permit any third party to share or utilize its equipment, without the prior written consent of Lessor, which consent Lessor may withhold in its sole and absolute discretion.
- (b) **Assignment by Lessor.** Lessor shall have the absolute right to freely transfer and assign, in whole or in part, all of its rights, titles, and obligations under this Lease and in the Premises. Upon such assignment the assumption of obligations by the transferee, Lessor shall be automatically released from any and all further liability or obligation occurring under this Lease after the date of such transfer.

9. LESSEE'S EQUIPMENT:

- (a) **Equipment Identification.** Lessee shall clearly and conspicuously label equipment itemized in Exhibit A with durable, weatherproof tape or tag indicating Lessee's name, operating frequencies, and a twenty-four (24) hour emergency contact telephone number. Lessee shall also prominently post a copy of its active Federal Communications Commission (FCC) license on its transmitter immediately upon installation.
- (b) **Placement and Unauthorized Equipment.** The exact physical location of all equipment listed in Exhibit A shall be determined solely by Lessor.

Lessee shall not install any equipment on the Premises other than the items explicitly set forth in Exhibit A without Lessor's prior written consent. If Lessee installs any unauthorized equipment, Lessor may, in its sole and absolute discretion, increase the Quarterly Rental Fee by an amount determined by Lessor, effective as of the date of the unauthorized installation.

- (c) **Regulatory and Aesthetic Compliance.** Lessee shall, at its sole expense, comply with all federal, state, county, and local laws, ordinances, rules, and regulations regarding its use of the Premises. This includes, without limitation, complying with all painting requirements specified in the conditional use permit issued by the county in which the Premises is located. Lessee explicitly agrees to paint all of its feed lines to match the color of the Tower structure.

10. LESSEE'S LIABILITY INSURANCE

County Self-Insurance. Pursuant to the applicable provisions of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, Lessor (the "County") hereby represents and maintains a comprehensive self-insurance program. This program provides appropriate liability coverage for property damage and personal injury arising out of the County's operations and obligations under this Lease, subject to the statutory limitations and tort caps set forth in Oregon law.

11. RIGHT TO INSPECT:

Inspection Rights and Regulatory Access. Lessor reserves the right, throughout the Term, to periodically enter the Premises and inspect Lessee's equipment, with or without prior notice or consent, to verify compliance with this Lease and to test or evaluate potential radio frequency interference. Furthermore, Lessor shall have the absolute right to permit officials from the Federal Communications Commission (FCC) or any other governmental authority having jurisdiction to access the facility, the Premises, and Lessee's equipment for inspection purposes at any time, with or without prior notice or consent from Lessee.

12. TERMINATION:

Removal of Equipment and Holdover. Upon the expiration or earlier termination of this Lease, Lessee shall immediately, at its sole cost and expense, remove all of its equipment from the Premises and repair any damage caused by such removal, ordinary wear and tear excepted. If Lessee fails to surrender the Premises and holds over past the expiration date, such occupancy shall be deemed a tenancy at sufferance. During any such holdover period, Lessee shall pay a quarterly rent equal to two times (200%) the Quarterly Rental Fee in effect immediately preceding termination. This fee shall be prorated for any partial quarter of holdover occupancy, and acceptance of this fee by Lessor does not constitute a renewal of the Lease or a waiver of Lessor's rights to evict Lessee.

13. DEFAULT BY LESSOR:

Lessor Default and Remedies. In the event of a material default by Lessor under any of the terms, covenants, or conditions of this Lease, and if such default is not cured within thirty (30) days after written notice thereof is served upon Lessor by Lessee, Lessee may, at its sole option and without further notice or demand, terminate this Lease. This termination right shall be in addition to, and not in lieu of, any and all other rights and remedies available to Lessee at law or in equity. Lessee shall be entitled to recover forthwith as damages: (i) all costs of equipment removal and storage, and (ii) any other consequential damages suffered by Lessee due to said default by Lessor.

14. DEFAULT BY LESSEE:

Lessee Default and Remedies. In the event of a default by Lessee under any of the terms, covenants, or conditions of this Lease, which default is not cured within thirty (30) days after written notice thereof from Lessor, Lessor may, at its option and without further notice, terminate this Lease. This remedy shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity. Upon such termination, Lessor shall be entitled to immediately disconnect and remove Lessee's equipment from the Premises at Lessee's sole expense.

Lessor shall be entitled to recover forthwith as damages: (i) all costs of equipment removal and storage, (ii) the accelerated balance of all remaining Quarterly Rental Fees due for the unexpired remainder of the Term, and (iii) any other consequential damages suffered by Lessor due to said default. To satisfy any unpaid balances, including outstanding rent, removal costs, sale expenses, collection fees, and reasonable attorney fees, Lessor may sell or otherwise dispose of Lessee's equipment, with any surplus proceeds from such sale returned to Lessee.

15. LIENS:

Mechanics' Liens. Lessee covenants that it shall not permit any mechanics', materialmen's, or laborers' liens to attach to the Premises or the Tower as a result of any work, labor, services, or materials provided for improvements authorized by Lessee. If any such lien attaches, Lessee shall cause it to be fully discharged, canceled, or bonded over within thirty (30) days following the date of filing. If Lessee fails to discharge said lien within such thirty (30) day period, Lessor may, at its option, pay the lien or bond over it to clear title. All amounts so advanced by Lessor, including all costs, expenses, and reasonable attorney fees incurred, shall be immediately due and payable by Lessee as additional rent. Failure by Lessee to discharge any such lien within thirty (30) days shall constitute an immediate material event of default, empowering Lessor to terminate this Lease.

16. OBSTRUCTION PAINTING AND LIGHTING:

Tower Lighting and Regulatory Compliance. Lessor shall be responsible for

the maintenance, operation, and periodic inspection of all obstruction painting and aviation lighting equipment required by the Federal Aviation Administration (FAA) on the Tower structure. Upon discovering or receiving notice from Lessee of any damage, outage, or failure of said lighting equipment, Lessor shall take prompt corrective action to repair or replace the equipment in accordance with applicable regulations. Notwithstanding the foregoing, Lessee shall be solely responsible for inspecting and determining the adequacy of such lighting for its own operations, ensuring its own compliance with all rules promulgated by the FAA, the Federal Communications Commission (FCC), or other governmental entities. Lessor hereby grants Lessee the right, at Lessee's sole cost and expense, to install and maintain an alarm monitoring system to track obstruction lighting failures, including reasonable access to the facility's electrical distribution panels for such purpose. Lessor acknowledges its statutory obligations as a tower owner under Title 47, United States Code, Section 303(q).

17. FAILURE TO INSTALL OR OPERATE:

Force Majeure and Limitation of Liability. Lessor shall not be liable to Lessee, nor shall Lessee be entitled to any rent abatement, for any failure or delay in the installation, operation, or maintenance of Lessee's equipment resulting from causes beyond Lessor's reasonable control. Such causes include, without limitation, utility or electrical power failures, acts of God, fire, casualty, civil disorder, acts of terrorism, war, governmental restrictions, or labor disputes. In no event and under no legal theory (whether in contract, tort, or otherwise) shall Lessor be liable to Lessee for any special, indirect, incidental, punitive, or consequential damages, including but not limited to loss of profits, loss of data, or business interruption, arising out of or in connection with this Lease.

18. RULES AND REGULATIONS:

Compliance with Site Rules. Lessee covenants and agrees to strictly adhere to all rules, regulations, policies, and procedures adopted or amended by Lessor from time to time. These regulations may govern, without limitation, site access protocols, lock and key management, trash disposal, facility security, and any other operational matters deemed necessary by Lessor to ensure the efficient, secure, and safe operation of the Site.

19. TOWER DAMAGE:

Damage, Destruction, and Restoration. In the event of material damage, destruction, or structural failure of the Tower, shelter building, or supporting infrastructure that prevents or materially impairs Lessee's permitted use for a continuous period exceeding sixty (60) days, Lessee shall have the right to terminate this Lease upon written notice to Lessor. Regardless of whether Lessee terminates, the Quarterly Rental Fee shall be equitably abated on a pro-rata basis for the duration of the period that Lessee's use is so prevented or impaired. Lessor shall be under no obligation whatsoever to repair, rebuild, or restore the Tower, building, or facilities following any casualty event, and any decision to undertake such repairs shall remain within Lessor's sole and absolute discretion.

20. SPECIAL CONDITIONS: None

21. NOTICE:

Any notice, communication, request or reply or in this Agreement required to be given, must be in writing and shall effectively be given if deposited in the United States mail, postage prepaid, certified or registered and addressed to the party to be notified, with return receipt requested, by a nationally recognized, reliable overnight courier or delivered in person to such party. Any notice mailed shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is deposited with the United States Postal Service. Oral or any other notice given in any manner shall be effective only if and when received by the other party to be notified. For purposes of notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Lessor, to	Polk County Sheriff's Office County Emergency Manager 850 Main St. Dallas, Oregon 97338 Attention: Dean Bender
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If to Lessee, to	Marion County Public Works Atten: Brian Nicholas 5155 Silverton Road NE Salem, Oregon 97305
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The parties hereto and their respective heirs, successors, legal representative and assigns shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by at least fifteen (15) days prior written notice to the other party.

22. INDEMNIFICATION:

Mutual Indemnification and Tort Claims Limitations. Subject to the applicable limitations, conditions, and caps set forth in the Oregon Constitution and the Oregon Tort Claims Act (codified at ORS 30.260 through 30.300), the parties covenant to mutually indemnify, defend, and hold each other harmless from and against any and all claims, demands, damages, losses, and liabilities arising out of the negligence or omissions of their respective officers, employees, and agents acting within the scope of their employment or duties under this Lease. Nothing contained within this Article or Lease shall be construed to require either party to indemnify, defend, or hold harmless the other party against such other party's own independent willful misconduct or negligent acts.

23. ENVIRONMENTAL:

Environmental Representations and Hazardous Materials.

(1) Lessor's Warranty. Lessor hereby represents and warrants to Lessee that Lessor has never generated, stored, treated, handled, or disposed of any hazardous waste or hazardous substances upon, under, or about the Premises, and that Lessor has no actual knowledge of any historical environmental contamination or hazardous uses of the Premises prior to the date hereof.

(2) Lessee Indemnity. Lessee shall be solely responsible for, and shall defend, indemnify, and hold Lessor and its officers, agents, and employees harmless from and against, any and all claims, costs, losses, and liabilities (including reasonable attorney fees and environmental consultant fees) arising out of or in connection with the cleanup, removal, or remediation of Hazardous Materials introduced to the Premises by Lessee or its agents, contractors, or employees.

(3) Lessor Indemnity. Lessor shall be solely responsible for, and shall defend, indemnify, and hold Lessee and its officers, agents, and employees harmless from and against, any and all claims, costs, losses, and liabilities (including reasonable attorney fees) arising out of or in connection with the removal, cleanup, or restoration of the Premises with respect to Hazardous Materials originating from any and all sources other than those Hazardous Materials introduced to the Premises by Lessee or its agents.

Lessor hereby represents and warrants to Lessee that Lessor has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Premises, and that Lessor has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereupon.

Definition and Survival. As used herein, "Hazardous Materials" means asbestos, petroleum products, or any hazardous substance, toxic waste, or regulated material as defined under any federal, state, or local environmental or safety law, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The obligations and indemnities set forth in this Section shall survive the expiration or earlier termination of this Lease.

24. ENTIRE AGREEMENT:

Entire Agreement and Amendments. This Lease, inclusive of any exhibits and addenda attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations, representations, or oral or written agreements. No modification, amendment, or waiver of any provision of this Lease shall be valid or binding unless executed in writing and signed by authorized representatives of both parties. All covenants, conditions, and provisions contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this lease as the date aforesaid.

POLK COUNTY SIGNATURE SECTION – LESSOR

APPROVAL RECOMMENDED BY:

APPROVED BY:

Communications Manager Date

County Administrative Officer Date

LEGAL APPROVAL:

BOARD APPROVAL:

Polk County Legal Counsel Date

Board of Commissioners - Chair Date

MARION COUNTY SIGNATURE SECTION -

LESSEE APPROVAL RECOMMENDED BY:

APPROVED BY:

SEE ATTACHED SIGNATURE PAGE
Director of Public Works Date

SEE ATTACHED SIGNATURE PAGE
Chief Administrative Officer Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

SEE ATTACHED SIGNATURE PAGE
Marion County Contracts Date

SEE ATTACHED SIGNATURE PAGE
Marion County Legal Counsel Date

**SIGNATURE PAGE FOR
TOWER SPACE LEASE AGREEMENT - POLK COUNTY (EAGLE CREST SITE) -
PW-7323-26**

**between
MARION COUNTY and POLK COUNTY, OR**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature: <u>Brian Nicholas</u> Brian Nicholas (Oct 13, 2026 12:36:45 PDT)	10/13/2026
Department Director or designee	Date

Authorized Signature: <u>Jan Fritz</u> Jan Fritz (Oct 13, 2026 14:38:53 PDT)	10/13/2026
Chief Administrative Officer	Date

Reviewed by Signature: <u></u>	10/13/2026
Marion County Legal Counsel	Date

Reviewed by Signature: <u></u>	10/13/2026
Marion County Contracts & Procurement	Date

POLK COUNTY, OR SIGNATURE

Authorized Signature: _____	Date
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Title: _____

Exhibit "A" (1 of 4)

Site: Eagle Crest

For: Marion County Public Safety Radio System

Antenna System

Antenna Make	Sinclair Technologies
Antenna Model	SE414-SWBPALDF
Height on Tower	125' CL
Type of Mount	Face Mount w/ Standoff
Cable Size/Type/Length	Andrews 7/8" Coax
Combiner	DSCC75M-5BM 950-30732-00
Multicoupler	NPD3633A-PDU 950-30731-00
Isolator	N/A

Transmitter

Manufacturer	Tait
Model	TB9400
Operating Frequency	700Mhz
Power Source	100W Internal PA 10A
Duty Cycle	100%
Cabinet Size	72RU Floor Mounted Rack
Output Power	43.05 (dBm)

Receiver

Manufacturer	RFI
Model	CC807-09
Operating Frequency	700Mhz
Antenna Manufacturer	dbSpectra
Model	NPD3633A-TTA
Location	145' CL RX Ant/138' TTA CL
Type of Mount	Face Mount/Standard Face Mount
FCC Type	Part 90 Licensed Non-Broadcast Station

Transmitter

Cable Size/Type/Length	Andrews 7/8" Coax
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Remarks: See attached FCC Filings

Completed By: _____

At Lessor's discretion, manufacturer's performance specifications may be required.

Exhibit "A" (2 of 4)

Site: Eagle Crest

For: Marion County Public Safety Radio System

Antenna System

Antenna Make	Andrews
Antenna Model	VHLP6-6W
Height on Tower	117' CL
Type of Mount	Standard w/ tieback
Cable Size/Type/Length	EW63 135' Coax
Duplexer	N/A
Filters	N/A
Isolator	N/A

Transmitter

Manufacturer	Aviat
Model	WTM400
Operating Frequency	6785.00
Power Source	DC
Duty Cycle	100%
Cabinet Size	72RU Floor Mount 19" Rack
Output Power	66.7 dBm

Receiver

Manufacturer	Aviat
Model	WTM400
Operating Frequency	6625.00
Antenna Manufacturer	Andrews
Model	VHLP6-6W
Location	Crosby
Type of Mount	Standard w/ tieback
FCC Type	FCC Part 101 – Fixed Microwave
Cable Size/Type/Length	EW63

Remarks: See attached FCC Filings.

Completed By: _____

At Lessor's discretion, manufacturer's performance specifications may be required.

Exhibit "A" (3 of 4)

Site: Eagle Crest

For: Marion County Public Safety Radio System

Antenna System

Antenna Make	Andrews
Antenna Model	VHLP3-11W
Height on Tower	105' CL
Type of Mount	Standard w/ tieback
Cable Size/Type/Length	EW90 135'
Duplexer	N/A
Filters	N/A
Isolator	N/A

Transmitter

Manufacturer	Aviat
Model	WTM400
Operating Frequency	C1: 11245.00 C2: 11325.00
Power Source	DC
Duty Cycle	100%
Cabinet Size	72RU 19" Floor Mounted Rack
Output Power	51.5dBm

Receiver

Manufacturer	Aviat
Model	WTM400
Operating Frequency	C1: 10755.00 C2: 10835.00
Antenna Manufacturer	Andrews
Model	VHLP3-11W
Location	WVCC
Type of Mount	Standard w/ tieback
FCC Type	FCC Part 101 – Fixed Microwave
Cable Size/Type/Length	EW90

Remarks: See attached FCC Filings

Completed By: _____

At Lessor's discretion, manufacturer's performance specifications may be required.

Exhibit "A" (4 of 4)

Site: Eagle Crest

For: Marion County Public Safety Radio System

Antenna System

Antenna Make	Andrews
Antenna Model	VHLP6-6W
Height on Tower	90' CL
Type of Mount	Standard w/ tieback
Cable Size/Type/Length	EW63 125' Coax
Duplexer	N/A
Filters	N/A
Isolator	N/A

Transmitter

Manufacturer	Aviat
Model	WTM400
Operating Frequency	6404.79
Power Source	DC
Duty Cycle	100%
Cabinet Size	72RU Floor Mount 19" Rack
Output Power	66.7 dBm

Receiver

Manufacturer	Aviat
Model	WTM400
Operating Frequency	6152.750
Antenna Manufacturer	Andrews
Model	VHLP6-6W
Location	Wipper
Type of Mount	Standard w/ tieback
FCC Type	FCC Part 101 – Fixed Microwave
Cable Size/Type/Length	EW63

Remarks: See attached FCC filings.

Completed By: _____

At Lessor's discretion, manufacturer's performance specifications may be required.