

Contract Review Sheet

Intergovernmental Agreement

PW-6785-25

Title: IGA - Eastview Lane Radio Site

Contractor's Name: City of Silverton

Department: Public Works DepartmentContact: Alicia Jones

Analyst: Sabrina HayPhone #: 503-566-3974

Term - Date From: ExecutionExpires: June 30, 2045

Original Contract Amount: \$ 108,000.00Previous Amendments Amount: \$ -

Current Amendment: \$ -New Contract Total: \$ 108,000.00Amd% 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

County to construct and operate a countywide radio communications system for use by law enforcement, fire protection, ambulance / EMS and other public service agencies within Marion County, which will include a radio transmit / receive site on the Property. County proposes to utilize City of Silverton radio equipment shelter and SBA’s radio tower for this radio site installation.

County shall construct improvements to City’s radio equipment shelter and perform other site improvements described herein. In exchange, City shall accommodate the installation of County’s radio equipment within City’s radio equipment shelter. This Agreement specifies the obligations of the Parties related to this cooperative effort.

Desired BOC Session Date: 8/27/2025Contract should be in DocuSign by: 8/6/2025

Agenda Planning Date: 8/14/2025Printed packets due in Finance: 8/12/2025

Management Update: 8/5/2025BOC upload / Board Session email: 8/13/2025

BOC Session Presenter(s) Brian NicholasCode: Y

REQUIRED APPROVALS

DocuSigned by:
Sabrina Hay
E21BD5B5934B4058/6/2025

Finance - ContractsDateContract SpecialistDate

Legal CounselDateChief Administrative OfficerDate



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/27/2025

Department: Public Works

Title: Contract PW-6785-25, City of Silverton Eastview Lane Radio Site

Management Update/Work Session Date: 8/5/2025 Audio/Visual aids ☐

Time Required: 10 minutes Contact: Brian Nicholas Phone: x7943

Requested Action:

Approve Contract PW-6785-25 with the City of Silverton for the construction of physical site improvements and long term use of Silverton's Eastview Lane radio communications site by Marion County.

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 new system will include a new radio transmit / receive site at the City of Silverton's radio site located at 4830 Eastview Lane NE. Under this agreement, Marion County will construct improvements to the City's radio equipment shelter that are needed to accommodate Marion County's new radio equipment. In exchange, the City of Silverton will allow Marion County to occupy a portion of the shelter rent free. Marion County will pay an annual fee of \$3,600 to the City to defray added electric utility and general maintenance costs that the City will incur due to Marion County's use of the shelter. The agreement has a twenty-year initial term and will automatically renew every five years until the Parties terminate the agreement.

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-6785-25

Presenter:

Brian Nicholas

Department Head Signature:

Brian Nicholas Digitally signed by Brian Nicholas
Date: 2025.08.05 10:57:11 -07'00'

INTERGOVERNMENTAL AGREEMENT

For the

MARION COUNTY RADIO PROJECT EASTVIEW LANE RADIO SITE

Between

MARION COUNTY and CITY of SILVERTON, OREGON

PW-6785-25

A. PARTIES TO AGREEMENT

This Agreement between Marion County, a political subdivision of the state of Oregon, operating by and through the Marion County Public Works Department, hereafter called "County", and the City of Silverton, Oregon, hereafter called "City", is made pursuant to ORS 190.010 (Intergovernmental Cooperation). County and City are herein individually referred to as "Party" and collectively as "Parties."

B. PURPOSE OF AGREEMENT

City owns and maintains the real property located at 4830 Eastview Lane NE, Silverton, Oregon, 97381 (the "Property"), on which exists a radio communication tower owned by SBA Communications Corporation, hereafter called "SBA". SBA operates and maintains the radio tower under an existing agreement between City and SBA. Additionally, City owns an existing radio equipment shelter located on the Property in which is housed radio equipment owned by City and other agencies.

County proposes to construct and operate a countywide radio communications system for use by law enforcement, fire protection, ambulance / EMS and other public service agencies within Marion County, which will include a radio transmit / receive site on the Property. County proposes to utilize City's radio equipment shelter and SBA's radio tower for this radio site installation.

County shall construct improvements to City's radio equipment shelter and perform other site improvements described herein. In exchange, City shall accommodate the installation of County's radio equipment within City's radio equipment shelter. This Agreement specifies the obligations of the Parties related to this cooperative effort.

C. TERM AND TERMINATION

This Agreement shall be effective when all required signatures have been obtained and shall expire on June 30, 2045 (the "Initial Term"). Thereafter, this Agreement shall automatically renew every five (5) years (a "Renewal Term"), until terminated as provided herein.

This Agreement may be terminated at any time by mutual consent of both Parties and according to the terms mutually agreed upon at the time of termination. This Agreement may be terminated by either Party at the end of the Initial Term or at the end of any Renewal Term by written notice of the terminating Party to the other Party provided such notice is delivered no later than ninety (90) calendar days prior to the end of the Term then in effect. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

County may terminate this Agreement effective upon delivery of written notice to City or at such later date as may be established following such written notice under any of the following conditions:

1. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for completion of the Marion County Radio Project. This Agreement may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Marion County Radio Project may not be completed as proposed.
3. If any license, certificate, or insurance required by law or regulation to be held by the Parties under this Agreement is for any reason denied, revoked, or not renewed.
4. If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
5. If City fails to perform any of the provisions of this Agreement or so fails to pursue the work as to endanger the performance of this Agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as County may authorize.

D. FUNDING AND BILLING

City will charge County an annual lease rate of **\$0.00** for the use of County's allocated space within City's radio equipment shelter. County shall pay City **\$3,600.00** annually as reimbursement to City for County's share of electric utility costs and City's maintenance costs. County shall issue payment no later than July 31st of each year.

E. COUNTY OBLIGATIONS UNDER THIS AGREEMENT

1. **Structural Modifications.** County shall, at County's sole expense, construct structural modifications to City's radio equipment shelter for the purpose of accommodating County's proposed radio equipment installations and the equipment and operations of existing radio equipment shelter users. Structural modifications may include, but are not limited to:
 - a. Modification of existing concrete foundations,
 - b. Construction of concrete equipment pads,
 - c. Installation of equipment anchorages,
 - d. Wood framing and sheathing,
 - e. Building penetrations,
 - f. Insulation and water intrusion prevention measures,
 - g. Physical security measures, and
 - h. Minor related structural improvements.
2. **Climate Control.** County shall, at County's sole expense, construct modifications to the climate control systems of City's radio equipment shelter, which may include but are not limited to:
 - a. Installation of a new heating, ventilation and air conditioning (HVAC) system, sized to serve County's proposed radio equipment installations and the equipment of existing radio equipment shelter users,
 - b. Installation of HVAC controls and remote monitoring systems, and
 - c. Minor related HVAC improvements.
3. **Electrical Systems.** County shall, at County's sole expense, construct improvements to the existing electrical systems of City's radio equipment shelter, which may include but are not limited to:

- a. Installation of a new propane-powered electrical generator to provide emergency backup power to City's radio equipment shelter, County's proposed radio equipment and the equipment of existing radio equipment shelter users,
 - b. Replacement of the existing 500 gallon liquified propane (LP) tank with a 1000 gallon LP tank,
 - c. Installation of a new electrical power load center or improvements to existing electrical panels, breakers and disconnects, sized and configured to serve City's radio equipment shelter, County's proposed radio equipment and the equipment of existing radio equipment shelter users,
 - d. Construction of interior and exterior power distribution measures, including convenience outlets located to serve County's proposed radio equipment and the equipment of existing radio equipment shelter users,
 - e. Construction of interior and exterior grounding systems,
 - f. Installation of new DC uninterruptable power system for use by County and other radio equipment shelter users,
 - g. Installation of electronic security, site monitoring and lighting systems, and
 - h. Construction of miscellaneous electrical improvements that may be required for compliance with Marion County building code.
4. **Site Improvements.** County shall, at County's sole expense, install "weed barrier" fabric and aggregate surfacing surrounding City's radio equipment shelter, backup generator and propane tank to impede intrusion by blackberries and other invasive weeds.
5. **Radio Communication Equipment.** County shall, at County's sole expense, install, operate, maintain and periodically replace or upgrade, as needed, County's radio communications equipment.

Exception – County is not responsible to operate, maintain, replace, upgrade, physically protect or provide cyber security protection of communications equipment belonging to City or other radio equipment shelter users. County accepts no ownership of or responsibility for any equipment installed by others.

6. **Radio Communications Tower.** County shall, at County's sole expense, obtain approval from SBA for County's use of the SBA radio tower, including the negotiation and execution of all necessary agreements between County and SBA. County is solely responsible for the payment of leases, fees and reimbursable expenses to SBA associated with County-owned equipment. If County's proposed radio system installation necessitates the replacement of or modifications to the existing ice bridge between City's radio equipment shelter and the SBA radio tower, County shall be solely responsible for costs associated with such replacement or modifications.

Exception – County is not responsible to operate, maintain, replace, upgrade or protect equipment belonging to City or other SBA radio tower users, except as may be specifically stipulated within any written agreement between County and SBA. County shall not host or otherwise authorize the installation, operation or maintenance of equipment on the SBA radio tower under any agreement between County and SBA. County shall not pay any leases, fees or reimbursable expenses to SBA on behalf of City or any other SBA radio tower users. County accepts no ownership of or responsibility for any equipment installed by others.

7. **Tree Removal.** Existing trees located on the Property and on adjoining properties may interfere with microwave transmissions from County's radio communication equipment, in which case County shall be responsible at County's sole expense for the trimming or removal of such trees. County is solely responsible for obtaining approval from adjoining property owners for the removal or trimming of trees located on adjoining properties and for the payment of all due compensation to adjoining property owners.

Exception – County is only responsible for tree trimming or removal necessary for the satisfactory performance of County’s radio communication system and is not responsible for the cost of tree trimming or removal needed or desired by other SBA tower users.

8. **Maintenance.** County shall be responsible for the following site maintenance obligations at County’s sole expense throughout the duration of this Agreement:
 - a. Regular preventive maintenance, periodic exercising and repair of the backup generator installed under this Agreement.
 - b. Regular preventive maintenance and periodic repair of the HVAC system installed under this Agreement.
 - c. Regular preventive maintenance and periodic repair of the uninterruptable DC power system installed under this Agreement.
9. **Design Approval.** County shall coordinate the development of facility improvement plans with City and existing radio equipment shelter users. County shall present draft and final construction plans and specifications to City and existing radio equipment shelter users for their review and comment, will develop resolutions to review comments that are mutually acceptable to County and City, and will incorporate such resolutions into the plans and specifications. County shall obtain City’s written approval (email acceptable) of the final, stamped construction plans and specifications prior to the start of on-site work.
10. **Permits.** County shall obtain at County’s sole expense all permits and licenses and pay all associated fees required for construction of the facility improvements and County radio communication equipment installation described herein, including but not limited to county and state building permits and FCC licenses. County shall be solely responsible for compliance with such permits and licenses, and shall obtain and deliver to City a Commercial Certificate of Occupancy (CCO) following the satisfactory completion of construction activities.
11. **Construction Coordination.** County shall coordinate construction activities with City and existing radio equipment shelter users to allow uninterrupted use of the shelter during construction. County shall protect existing radio equipment installations from excessive dust, heat, moisture and impact throughout construction, and shall provide time and space for the relocation of existing radio equipment by others that may be necessary to facilitate construction. County shall comply with City’s site security practices throughout construction.

Exception – One or more power outages may be necessary during construction, in which case County shall schedule such outages in coordination with City and existing radio equipment shelter users for a time and duration that limits operational impacts to such users.

12. **Security.** County recognizes that City may allow cooperative use of City’s radio equipment shelter by other agencies and their contracted service providers. County is solely responsible for the installation of equipment security measures, such as lockable equipment cages, that County deems necessary to prevent tampering of County’s radio equipment.

F. CITY OBLIGATIONS UNDER THIS AGREEMENT

1. **Space Allocation.** City shall allocate space within City’s radio equipment shelter for the installation of County’s radio communications equipment. The allocated space shall be as shown on the City-approved construction plans.
2. **Access.** City shall provide to County unrestricted, 24-hour access to City’s radio equipment shelter for (a) construction of the facility improvements described herein, (b) installation of County radio

communications equipment, (c) maintenance and repair of County-owned equipment, and (d) the performance of other County obligations described herein. County shall comply with City's site security and access notification protocols when accessing the site.

3. **Fuel.** City shall supply liquified propane (LP) fuel for the emergency backup generator at City's sole expense.
4. **Electrical Service.** City shall provide commercial electrical power service.
5. **Maintenance.** City shall be responsible for facility and ground maintenance activities not otherwise assigned herein to County.
6. **Approvals.** City shall coordinate, review, and provide comments, feedback and direction related to the performance of obligations by County under this Agreement. City shall not unreasonably withhold approval of items requiring City approval, including but not limited to (a) final construction plans and specifications, (b) trimming or removal of conflict trees on the Property, and (c) signing of building permit applications as the Property owner.

G. COMPLIANCE WITH APPLICABLE LAWS

The Parties agree that both Parties shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be administered and construed under the laws of the state of Oregon.

H. NONDISCRIMINATION

The Parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

I. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each Party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one Party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

J. INSURANCE

Each Party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 TO 30.300).

K. MERGER CLAUSE

The Parties concur and agree that this Agreement constitutes the entire Agreement between the Parties. No waiver, consent, modification or change to the terms of this Agreement shall bind either Party unless in writing and signed by both Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

L. NOTICES

Any notice required to be given to County or City under this Agreement shall be sufficient if given in writing by email, by first class mail or in person as follows:

For City:
City of Silverton
Attn: City Manager
410 North Water Street
Silverton, OR 97381
503.873.5321
cmisely@silverton.or.us

For Marion County:
Marion County Public Works Department
Attn: Director
5155 Silverton Road NE
Salem, OR 97305
503.588.5036
PWDirector@co.marion.or.us

This Agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the Parties hereto have caused this Agreement to be executed on the date set forth below.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature:  _____
8/6/2025
Marion County Contracts & Procurement Date

CITY OF SILVERTON SIGNATURE

Authorized Signature: _____ Date: _____

Title: _____