

Contract Review Sheet

Lease Agreement

PW-6943-26

Title: Wipper Radio Site

Contractor's Name: METCOM 911

Department: Public Works Department

Contact: Alicia Jones

Analyst: Sabrina Hay

Phone #: (503) 373-4388

Term - Date From: Execution

Expires: December 31, 2055

Original Contract Amount: \$ -

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ -

Amd% 0%

No Funds Exchanged Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: ORS190 Intergovernmental Agreement

Department

Description of Services or Grant Award

METCOM is the record owner of a certain parcel of real property located in Marion County, Oregon.

METCOM grants to County a lease upon the entire Property, including site improvements, for the purpose of constructing, operating and maintaining a radio communication facility by County.

Desired BOC Session Date: _____

Contract should be in DocuSign by: _____

Agenda Planning Date _____

Printed packets due in Finance: _____


Management Update _____

BOC upload / Board Session email: _____

BOC Session Presenter(s) _____

Code: **G**


REQUIRED APPROVALS



Finance - Contracts Date

04/24/2026

Contract Specialist Date



Legal Counsel Date

04/27/2026



Chief Administrative Officer Date

04/27/2026

SITE LEASE AGREEMENT
For the
WIPPER RADIO SITE
Between
MARION COUNTY and METCOM
PW-6943-26

A. PARTIES TO AGREEMENT

This real property site lease agreement (“Agreement”) between Marion County, a political subdivision of the state of Oregon, acting by and through its Public Works Department, herein called “County”, and Marion Area Multi Agency Emergency Telecommunications District, herein called “METCOM”, is executed under Oregon Revised Statute 190, Cooperation of Governmental Units. Herein, County and METCOM are jointly referred to as “Parties” and individually as “Party”.

B. THE PROPERTY

METCOM is the record owner of a certain parcel of real property located in Marion County, Oregon, commonly referred to as 11545 Summit Loop SE, Turner, Oregon, 97392 and further described as Tax Lot Number **093W130001000** by the Marion County Assessor (the “Property”). METCOM grants to County a lease upon the entire Property, including site improvements, for the purpose of constructing, operating and maintaining a radio communication facility by County.

C. LEASE TERM AND TERMINATION

This Agreement shall be effective when all required signatures have been obtained (the “Effective Date”) and shall expire on December 31, 2055 (the “Initial Term”). Thereafter, this Agreement shall automatically renew every five (5) years (the “Renewal Terms”), 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 METCOM 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 METCOM fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
5. If METCOM 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 the County may authorize.

D. CONSIDERATION AND ASSIGNMENT OF EXISTING AGREEMENTS

County shall pay to METCOM an annual lease rate of **\$0.00** for County's use of the Property. In exchange, County shall assume financial responsibility for the operation and maintenance of the Property as further defined in Section E.4.

The Parties recognize that METCOM has issued active site use agreements to three (3) existing site users. The existing site users and the title of the corresponding site use agreement held by each user are listed below:

1. **Portland General Electric** – Wipper Site Tower Space Lease Agreement dated January 1, 2021,
2. **Peak Internet, LLC** – Antenna Site Agreement dated July 30, 2015, and
3. **Salem Health Hospitals and Clinics** – METCOM 9-1-1 – Wipper Site Tower Space Lease Agreement dated January 25, 2021.

The Parties further recognize that these site use agreements generate revenue on which METCOM relies to fund its daily operations. The agreements listed herein, including any amendments thereto and any future agreements between METCOM and the agreement holders that replace the agreements listed in this Part D, shall remain in effect until they expire, are terminated or otherwise discontinued in accordance with the terms and conditions specified within each agreement and that METCOM shall retain all revenue derived from these agreements. County shall accommodate the continued use of the Property by METCOM and the three (3) existing site users as specified in Section F.2 and METCOM shall pay to County an annual fee of **\$0.00** for such use.

E. COUNTY OBLIGATIONS UNDER THIS AGREEMENT

1. **Radio Communications Tower.** County shall complete the following at County's sole expense:

- a. Supply and construct a new 180' tall steel lattice radio tower and foundation,
- b. Supply and install tower mounting hardware for County's proposed and METCOM's existing tower-mounted radio equipment,
- c. Relocate METCOM's tower-mounted radio equipment from METCOM's existing radio tower to County's new radio tower, and
- d. Remove and dispose of the steel portions of METCOM's existing radio tower.

Exceptions.

- i. County may abandon the existing concrete foundation of METCOM's existing radio tower as a cost-saving measure.
- ii. The Oregon Department of Transportation (ODOT), Portland General Electric (PGE), Peak Internet and Salem Health shall be responsible for the relocation of their existing equipment from METCOM's existing radio tower to County's proposed radio tower. County shall coordinate 3rd party equipment relocation activities and shall allow a reasonable amount of time for such relocations to occur.

2. **Site improvements.** County shall, at County's sole expense, construct the following site improvements:

- a. Supply and install a new 3-phase 36kW 60Hz Kohler LPG generator, Automatic Transfer Switch and controls to provide redundant emergency backup power for the facility,
- b. Install new and realigned chain link fencing to increase the area of the existing fenced compound,

- c. Supply and install new steel ice bridges between the existing radio equipment shelter and new radio tower,
- d. Improve the existing site grounding system to provide Motorola R56-compliant grounding of new and existing site improvements, and
- e. Construct related site improvements as shown in **Exhibit A**.

County may construct additional site improvements as necessary for the operation of the site.

3. **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 METCOM or other radio equipment shelter users. County accepts no ownership of or responsibility for any equipment owned by others.

4. **Maintenance.** County shall be responsible for the following Property 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 existing HVAC and roofing systems,
- c. Ground maintenance and vegetation control,
- d. Site security systems, and
- e. Maintenance of site improvements installed by County.

5. **Fuel and Utilities.** County shall be solely responsible for all utility and fuel costs associated with operation of the Property throughout the duration of this Agreement.

6. **Permits.** County shall obtain at County's sole expense all permits and licenses and pay all associated fees required for construction of the site 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 METCOM a Commercial Certificate of Occupancy (CCO) following the satisfactory completion of construction activities.

7. **Construction Coordination.** County shall coordinate construction activities with METCOM and existing site users to allow uninterrupted use of the radio equipment shelter during construction. County shall protect existing radio equipment installations from excessive dust, heat, moisture and impact during construction, and shall provide time and space for the relocation of existing radio equipment by others that may be necessary to facilitate construction.

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

8. **Site Access Security.** Upon the Effective Date, County shall assume responsibility for site access security in conformance with County's radio site access procedures, which requires all site users to notify the Marion County Radio Shop prior to entering the site and may require certain site users to enter the site only when accompanied by a County representative. County shall accommodate site use by METCOM and METCOM member agencies in accordance with Section F.2 and shall not unreasonably deny or hinder site access by METCOM, METCOM member agencies or their contracted service providers.

County may, at County's sole discretion, rekey the site gates, radio equipment shelter doors and other lockable site facilities / equipment to establish and maintain adequate site access security, in which case County shall provide one (1) set of keys to METCOM.

Exception. County shall not be responsible for the prevention of tampering of equipment owned by other site users and installed within the radio equipment shelter. Each site user shall be solely responsible for the installation of equipment security measures, such as lockable equipment cages, that the site user deems necessary to prevent tampering with their equipment by others.

F. METCOM OBLIGATIONS UNDER THIS AGREEMENT

1. **Site Use.** METCOM shall maintain at METCOM's sole expense all METCOM-owned radio communications equipment located on the Property and may host, at no charge, radio communications equipment owned and operated by METCOM member agencies. METCOM and METCOM member agencies shall obtain County's written approval prior to the installation of any equipment that would (a) increase the footprint of their existing radio communications equipment, including but not limited to the installation of additional or larger equipment racks, (b) move, replace, remount, or increase the size of tower-mounted equipment; or (c) increase power consumption. METCOM and METCOM member agencies shall, to the best of their abilities, accommodate the operations of 3rd party site users permitted by County. METCOM shall be solely responsible to ensure compliance of these terms by METCOM member agencies.
2. **Electrical Service.** METCOM shall assist County with the transfer of METCOM's existing electrical service account to County.

G. OWNERSHIP OF SITE IMPROVEMENTS

County shall retain ownership of the 180-foot-tall steel lattice tower as a County-owned furnishing upon the land and such ownership shall survive the termination of this Agreement. County shall not remove the tower from the site for any reason. In the event METCOM sells the property following termination of this agreement, METCOM shall pay to County that portion of the sale proceeds attributable to 50% of the appraised value of the tower at the time of sale, unless otherwise agreed by the Parties.

All other site improvements constructed by County shall be considered tenant improvements for which METCOM shall retain ownership.

H. LEASE AND SUBLEASING

METCOM shall not sell the Property during the Term of this Agreement. Throughout the duration of this Agreement, County shall have the sole right to sublease to new site users space on the radio tower, within the radio equipment shelter or anywhere else on the Property to compatible 3rd party users, to charge fees for such use and to retain such fees for the purpose of operating Marion County's public safety radio system and maintaining County's radio broadcast sites. METCOM's use of the Property is limited to the installation, operation and maintenance of radio communications equipment owned by METCOM and METCOM member agencies and to the continued site use identified in Section D of this agreement.

I. CHANGE OF TITLE

Nothing in this Agreement shall be construed to prevent the mutually agreed upon transfer of Property deed title from METCOM to County.

J. 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.

K. 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.

L. 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.

M. 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).

N. 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. This Agreement replaces all prior agreements between the Parties regarding the Property and there are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

O. NOTICES

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

For METCOM:
METCOM 911
Attn: Director
1060 Mt. Hood Avenue
Woodburn, OR 97071
503.982.2340
John.Thompson@metcom911.com

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

Authorized Signature: *Brian Nicholas* 04/24/2026
Brian Nicholas (Apr 24, 2026 15:43:26 PDT)
Department Director or designee Date

Authorized Signature: *Jan Fritz* 04/27/2026
Jan Fritz (Apr 27, 2026 15:53:43 PDT)
Chief Administrative Officer Date

Reviewed by Signature: *Arthur W. Henshaw* 04/27/2026
Marion County Legal Counsel Date

Reviewed by Signature: *[Signature]* 04/24/2026
Marion County Contracts & Procurement Date

METCOM SIGNATURE

Authorized Signature: _____ Date: _____

Title: _____

**EXHIBIT A
CONSTRUCTION PLANS**