

**EXHIBIT A
CO-LOCATION AGREEMENT
FOR A CLARK REGIONAL EMERGENCY SERVICES AGENCY
800 MHz REGIONAL RADIO SITE**

This Co-location Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by and between Clark Regional Emergency Services Agency (a.k.a. CRESA) ("Licensor"), and the City of Portland Water Bureau ("Licensee"), for the co-location of radio equipment at CRESA's Prune Hill radio site.

On the terms, provisions, and conditions hereinafter set forth, and in consideration of the mutual covenants and obligations of the parties hereunder, the parties agree as follows:

1. **Premises**

Licensor has the legal right of possession of approximately 2,500 square feet of space situated on the property in County of Clark, State of Washington, commonly known as Prune Hill and located on the real property ("Property" herein) described in Exhibit "A" attached hereto and incorporated herein by this reference, together with appurtenant easements for the location and maintenance of antennas, tower, cables, conduits, poles, and wires, pursuant to that certain lease dated March 6, 2012 ("Master Lease" herein) between Licensor as tenant and the City of Camas, Washington as landlord ("Owner" herein). Licensor operates a mobile radio services facility thereon ("Telecommunications Site" herein).

Licensor and Licensee have selected a portion of the Licensor's Telecommunications Site for the installation and co-location of Licensee's equipment. The equipment is to be installed at the Telecommunications Site in specific locations identified in Licensee's Co-location Application, a copy of which is attached hereto, marked as Exhibit "B", and incorporated herein by this reference, as the "Licensed Premises" under this Agreement. It is understood that the top 20 feet of the tower is reserved for use only by CRESA. No equipment can extend into this space.

2. **Grant of License**

Licensor hereby grants to Licensee the right to install, maintain, and operate at its own expense the telecommunication facilities and equipment listed on Exhibits "B" and "C" attached hereto and incorporated herein by this reference on the Licensed Premises.

Licensor, at Licensee's expense, will obtain a tower study by an engineering firm selected by CRESA as part of the application process to determine whether any structural improvements to the existing tower on the Property will be required for attachment of Licensee's equipment. Upon completion of the study, Licensor will notify Licensee of the findings via written communication. Tower modification recommendations noted in the tower study shall be implemented at Licensee's expense and with the approval of CRESA, which approval shall not be unreasonably withheld, conditioned or delayed. Any structural upgrades or improvements to the tower of a permanent nature are to remain with the tower and become the property of Licensor after installation. Licensee shall in no way have priority space over Licensor's future needs. Licensee's equipment may not be installed on the tower prior to the completion and approval of required structural upgrades or improvements.

CRESA reserves the right to waive the tower study on a case by case basis. The tower study may be waived depending on, but not limited to, the following criteria: tower site, physical size and weight of equipment, location of proposed equipment installation, and cable used.

Licensee may, without an increase to the co-location fees paid hereunder and at any time during the term hereof, remove or replace its antennas, conduits, or coaxial cable on the Tower, including replacement with an equivalent number of different antennas at the same location, provided that the replacement antennas are of a size no greater than the replaced antennas, that the replacement antennas have the same or reduced visual impacts, and that the removal or replacement is done otherwise in accordance with the terms of this Agreement and any applicable rules and regulations, the particular reference to those relating to Licensee's obligation to restore the Licensed Premises to such state as existed prior to installation of equipment, reasonable wear and tear excepted. Licensee shall give Licensors ten (10) days prior written notice of its intent to replace any equipment on the Tower specifying the equipment being removed and the replacement equipment. For other alterations, including an increase in the height of the antennas or the substitution of larger equipment, Licensors must approve such alterations, with such approval not to be unreasonably withheld, conditioned or delayed.

3. **Access to Licensed Premises**

Pursuant to the terms of the Master Lease Licensee, its agents and representatives and its contractors and subcontractors, shall have the nonexclusive right of ingress to and egress from the Licensed Premises over the Property 24 hours per day, 365 days per year, subject to security restrictions imposed by Licensors, provided that Licensee, its agents and representatives and its contractors and subcontractors, shall not interfere with the use of Licensors' Telecommunications Site. Licensee shall have the right to bring construction equipment and delivery vehicles onto the Property in convenient proximity to the Licensed Premises, subject to the reasonable coordination of vehicular access and parking with Licensors and shall return the used portion to its original condition immediately after such use.

Licensee will be issued one key for access to the Licensed Premises. This key cannot be copied. Additional keys may be issued to Licensee by CRESA upon written request. In the event any key issued to Licensee is lost or stolen, CRESA, at Licensee's cost, will replace and/or rekey all CRESA radio sites affected by the missing key. This includes the replacement of all keys CRESA has issued to other parties. Any missing key must be reported to the Technical Services Manager within 48 hours. All keys issued to Licensee must be returned to CRESA upon request. Any fees due CRESA by Licensee shall be due 30 days from date of invoice.

Licensee, at Licensee's expense, shall be responsible for any road modifications required by Clark County directly related to this co-location. Property owner(s) must approve such modifications in advance.

Licensee shall telephonically notify the Technical Services Manager at least eight (8) hours prior to entering the Telecommunications Site when making a scheduled entrance to the facility and as soon as possible before entry is made during an emergency.

4. **Contractors**

Licensee is authorized to use a maintenance contractor to perform installation, testing, maintenance, repair, replacement and removal of Licensee's equipment. This Agreement does not authorize any other person or contractor, including Licensee, its employees and agents, to enter onto the

Telecommunications Site for any other purpose. The contractor must have Commercial General Liability insurance of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate while performing service in CRESA owned facilities (refer to Section 19 regarding liability insurance).

Repair, tests and all other activities by Licensee's contractors shall be specifically confined to the equipment covered by the Agreement.

5. Installation Standards

Installations and the use of any contractor(s) or subcontractor(s) are subject to the approval, which approval shall not be unreasonably withheld, conditioned or delayed, of the Technical Services Manager of Clark Regional Emergency Services Agency, who has over all engineering responsibilities for equipment and systems at the Telecommunications Site. Licensee shall ensure that all personnel who perform any work, including but not limited to installation and maintenance, at the Telecommunications Site shall be fully experienced and properly qualified to perform the same.

Equipment causing interference to any CRESA equipment, or other equipment at the Telecommunications Site shall be immediately disconnected by Licensee until corrective action is taken and approved by the Technical Services Manager, which approval shall not be unreasonably withheld, conditioned or delayed, in accordance with Section 23(A) of this Agreement.

The system installation shall not be modified without prior ten (10) days written notice of such modification to the Technical Services Manager. This provision shall not apply to routine maintenance or modifications necessary to correct an out-of-service condition or to alleviate an interference problem. In the event an emergency modification is necessary, the Technical Services Manager shall be notified within 16 hours after the modification has been made or, prior to the modification, at the time Licensee contacts the Technical Services Manager to request emergency access to the Licensed Premises.

The equipment and operation shall meet the following Clark Regional Emergency Services Agency site standards:

- a) All transmitting equipment shall be Federal Communications Commission ("FCC") type accepted and comply with applicable rules and regulations. Only FCC type accepted transmitters, designed for use in a high RF multi-user environment, will be allowed on the Telecommunications Site.
- b) All antenna cables shall carry identification tags entering and leaving the building which describes type and location of antenna.
- c) All equipment will be installed by FCC licensed technicians and in accordance to current Motorola R56 standards, shall be done in a neat and professional manner, and shall conform to applicable electric and safety codes.
- d) A copy of the Licensee's FCC radio system license and wiring schematics for equipment installed will be given to CRESA for records.
- e) All antenna and transmission line work will be done only after the Technical Services Manager has been notified. Any damage to existing antennas, coaxial cables or communications equipment caused during Licensee's installation or maintenance must be reported immediately.

Licensee shall take all reasonable precautions which are necessary to prevent bodily injury (including death) to persons and damage to any property or environment arising in connection with performance of the work or the operation of the equipment. Without limiting the generality of the foregoing, Licensee shall erect and maintain such barricades, signs, flags, flashers and other safeguards as are reasonably required from time to time by Licensor. Licensee shall reasonably inspect all goods, materials, tools, equipment and other items in an attempt to discover any conditions which involve a risk of bodily injury (including death) to persons or a risk of damage to any property or environment.

6. Term

This Agreement shall become effective on the date of execution of this Agreement ("Effective Date"). Licensee's obligations to pay the co-location fee and other charges shall commence upon execution of this Agreement or on the date on which Licensee shall install any equipment or improvements upon the Licensed Premises, whichever is earlier ("Commencement Date"). This Agreement shall terminate on February 28, 2027 ("Initial Term"). At the end of the Initial Term, Licensee shall have the option, with an adjustment to the co-location fee as described in Paragraph 7 herein, to renew this Agreement on the same terms and conditions for two additional five (5) year terms ("Renewal Term"). The Renewal Term will commence at the expiration of the previous term, subject to the termination of the Master Lease. Licensee shall exercise the option to renew in writing at least sixty (60) days prior to the end of the Initial Term of a subsequent Renewal Term.

The period between the Effective Date and the Commencement Date shall be referred to as the "Due Diligence Period". During the Due Diligence Period, and during the term of this Agreement, Licensor agrees to cooperate with Licensee in obtaining, at Licensee's expense, all licenses and permits or authorizations required for Licensee's use of the Licensed Premises from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") (collectively, the "Governmental Approvals"), including appointing Licensee as agent for all land use and zoning permit applications, and Licensor agrees to cooperate with and to allow Licensee, at no cost to Licensor, to obtain a title report and land-use permits. Licensor expressly grants to Licensee a right of access to the Licensed Premises to perform surveys and other engineering procedures on the Licensed Premises necessary to determine that Licensee's use of the Licensed Premises will be compatible with Licensee's engineering specifications, system design, operations and Governmental Approvals.

7. Payment

- (A) Co-location Fee and Adjustments. The annual co-location fee for 2019 is \$6,054.00 which both Parties agree has been billed and paid in full. The amount of the fees is determined using the Washington State Department of Natural Resources (DNR) Communication Program Rents schedule for the use of space at CRESA's telecommunications sites for equipment listed on Exhibits "B" and "C". Any additional equipment will be subject to additional costs. Refer to Exhibit "D" for an updated equipment list and pricing breakdown.

Beginning January 1, 2020, the annual co-location fee is subject to annual increase by Licensor to the current year fees posted in the DNR Communication Program Rents Schedule. Licensee will be notified of the updated co-location fee by November 30 of the preceding year.

Licensor shall process billing for the annual co-location fee in January of each year. Payment shall be due 30 days from date of invoice.

8. **Relocation Changes**

The parties understand and agree that the existing co-location may change, resulting in the possible relocation or removal of Licensee's equipment in the future. CRESA shall have sole authority for such determination in the exercise of its discretion. Relocation, including removal, shall take place at the expense of Licensee.

9. **Licensor's Right of Approval**

Licensee shall not make any future modifications to the structural, electrical, and aesthetic impacts of Licensee's proposed antenna and related conduit or coaxial cable and equipment, without Licensor's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Such modifications shall be based upon drawings or photographs and specifications presented to Licensor.

10. **Ad Valorem Taxes and Other Expenses**

If Licensee's use of the Licensed Premises shall cause an increase in the amount of ad valorem taxes assessed against the property or the insurance premiums payable with respect to said Property, Licensee shall pay the amount of any such increase to Owner through Licensor upon demand accompanied by documentation demonstrating that said increase and the amount thereof is attributable to Licensee's use of the Licensed Premises. Licensee shall be responsible for any taxes imposed as a result of entering into this Agreement.

11. **Utility Charges**

Licensee at its sole cost and expense shall arrange for the provision of commercial electric power and any other necessary utilities to its own equipment; provided however, Licensee shall be permitted to attach to Licensor's electrical panel, at its own risk, and use Licensor's electrical power up to 15 amps at 120 volts, provided all costs of such attachment are borne by Licensee. Should Licensee elect to attach to Licensor's electrical panel, Licensee shall provide to Licensor satisfactory evidence of the projected total power consumption.

12. **Repairs by Licensee**

Subject to a waiver of subrogation rights provided in Paragraph 21 below, Licensee shall at its own cost and expense, promptly repair or replace any damage or injury done to the property of Owner or of Licensor or of other licensees or to the Licensed Premises caused by Licensee or Licensee's agents, employees, contractors, or subcontractors, including any damage or injury to the property of the Owner or of Licensor or of other licensees resulting therefrom.

13. **Care of the Premises**

Licensee shall keep and maintain its antenna and associated improvements in a clean and safe condition at Licensee's sole cost and expense. Licensee shall not commit or allow any waste or damage to be committed on any portion of the Licensed Premises or elsewhere at the Telecommunications Site or on the Property. At the termination of this Agreement, by lapse of time or otherwise, Licensee shall deliver up the Licensed Premises to Licensor in as good condition as on

the Commencement Date, normal wear and tear excepted, and at Licensor's request, shall remove all equipment belonging to Licensee from the Licensed Premises. Licensee shall repair any damage to the Licensed Premises or the Property caused by the removal of any of Licensee's facilities or equipment.

14. **Compliance with Laws**

Licensee, at its sole cost and expense, shall comply fully with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) relating to Licensee's use of or placing of its antenna or other improvements in, on, or upon the Licensed Premises.

15. **Local Governmental Permits and Clearances**

Licensee shall be responsible for obtaining all land use clearances, zoning approvals, and permits, including building permits, required from Clark County, Washington for the construction, installation, and use of its proposed facilities and equipment. Licensor shall have the right of prior approval, which approval shall not be unreasonably withheld, condition or delayed, of all applications and plans submitted to Clark County, Washington in pursuit of said clearances, approvals, and permits. Licensor shall cooperate with Licensee's reasonable requests for written or verbal support of the permit applications pending with Clark County, Washington. If any required clearance, approval, or permit is not granted by Clark County, Washington, Licensee shall promptly furnish a copy of a notice thereof to Licensor, and Licensee may immediately terminate this Agreement by written notice to Licensor within thirty (30) days of Licensor's receipt of a copy of said notice that such required clearance, approval, or permit has been denied and that such denial is a final action by said jurisdiction.

16. **Assignment, Sublicensing, Subletting**

- (A) Assignment by Licensee. Licensee shall not assign this Agreement to any other person or entity without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed.
- (B) Assignment by Licensor. Licensor shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the leased property referred to herein, and in such event and upon its transferees' assumption of Licensor's obligations hereunder, no further liability or obligations shall thereafter accrue against Licensor hereunder.

17. **Condemnation**

Subject to the provisions of the Master Lease, if the Property on which the Licensed Premises is located shall be taken or condemned in whole or in part for any public purpose, and should such taking or condemnation render the Licensed Premises unsuitable for the intended telecommunications purposes, Owner has the right to terminate the underlying Master Lease, whereupon this Agreement shall forthwith cease and terminate. Further, under such circumstances, either Licensor or Licensee has the right to terminate this Agreement. Otherwise, this Agreement shall continue in full force and effect; provided, however, in the case of a partial taking or condemnation which renders a portion of the Licensed Premises unsuitable for the intended telecommunications purposes, Licensor shall first attempt to obtain from Owner and/or provide

elsewhere within the Telecommunications Site additional property for an amended Licensed Premises suitable for Licensee's full operations, and if not available, the co-location fee provided for herein shall be equitably abated pro-rata if the Licensee is willing to continue its operations in the remaining portion of the Licensed Premises. All proceeds payable by any condemning authority shall be paid to, and shall be the exclusive property of Owner, except to the extent such proceeds are attributable to, or paid on account of, the tower, antennas or other improvements installed by Licenser or Licensee, all of which proceeds shall be payable to the party who owns the equipment.

18. **Indemnification/Hold Harmless**

Licensee shall defend, indemnify, and hold harmless the Licenser, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Licensee's use of Licensed Premises, or from the conduct of Licensee's business, or from any activity, work or thing done, permitted, or suffered by Licensee in or about the Licensed Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Licenser.

19. **Insurance**

The Licensee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Licensee's operation and use of the Licensed Premises.

Licensee shall obtain Property insurance written on an all risk basis. Property insurance shall be written covering full value of Licensee's property and improvements with no coinsurance provisions.

20. **Minimum Amounts of Insurance**

Licensee shall maintain Commercial General Liability insurance which shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and name CRESA as an additional insured on said policy. Licensee shall provide CRESA with proof of the insurance coverage required by this Agreement. Licensee shall require any contractor or subcontractor to provide Commercial General Liability insurance as required by Section 4.

21. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

- (A) The Licensee's insurance coverage shall be primary insurance with respect to the Licenser. Any insurance, self-insurance, or insurance pool coverage maintained by the Licenser shall be excess of the Licensee's insurance and shall not contribute with it.
- (B) The Licensee's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Licenser.

22. **Waiver of Subrogation**

Licensor waives as against Licensee, and Licensee waives as against Licensor, any and all claims and demands for damage, loss or injury to the Licensed Premises, or to Licensee's furnishings, furniture, business machines, equipment and other property in and upon the Licensed Premises and the building in which the Licensed Premises are located, which damage results from fire and other perils, events or happenings to the extent covered by insurance. The insuring party hereunder shall give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Agreement, and obtain said insurance carrier(s) consent to this waiver of said subrogation.

23. **Free from Liens**

Licensee shall keep the Licensed Premises free from any and all mechanic's liens or materialmen's liens arising out of or relating to improvements constructed or installed by Licensee. Licensee shall give Licensor notice of all of Licensee's construction activities, if any, so that Licensor may post a Notice of Non-responsibility and may give due notice to Owner so that Owner may post a Notice of Non-responsibility. In the event of a mechanic's or materialmen's lien recorded against the Licensed Premises resulting from improvements constructed or installed by Licensee, Licensee may contest the validity or amount of such lien provided Licensee first posts a bond in the amount of such lien.

24. **Frequency Interference**

- (A) At all times during the term of this Agreement and any extension thereof, Licensee agrees to use and maintain equipment of the type and frequency which will not cause interference to or with the operations of Licensor or of other then-present licensees of Licensor on Licensor's Telecommunications Site. Licensee further agrees that it shall make no changes in or to its originally installed equipment or frequencies without the prior approval of Licensor, which approval will not be unreasonably withheld, conditioned or delayed so long as such change does not cause interference with Licensor's own equipment or facilities or with the equipment or facilities of then-present licensees of Licensor at the Telecommunications Site.
- (B) Licensor agrees that subsequent to the date of this Agreement it will not license or permit other persons or entities to use its Telecommunications Site, if the operation of Licensee's then-in-use signal or frequency or physical location or equipment would be interfered with by such new licensee.
- (C) Licensor further agrees as a material consideration of this Agreement that subsequent to the date of this Agreement, it will not license or permit other persons or entities to use its Telecommunications Site, or to subsequently alter or modify their respective frequencies or signals, if such persons, entities, or licensees will cause interference with Licensee's then-in-use frequency or signal.
- (D) If Licensee's equipment causes interference in violation of Section 23(A), Licensee shall promptly take all steps necessary to correct or eliminate such interference. Upon telephone notification from Licensor of an emergency situation involving interference, Licensee shall provide on-site within four (4) hours a technician capable of taking corrective action. In the event that the frequency interference has not been resolved within four (4) hours of the arrival of Licensee's technician to the Licensed Premises, Licensor shall have the right to disconnect the equipment causing such interference. For the purpose of this paragraph, "interference" shall mean such electronic interference that Licensor's signal is so impaired that Licensor's customers' mobile radio/public safety calls are prevented from completion. If

following diligent investigation Licensee disputes that its equipment is the source of an interference causing disconnection of Licensee's equipment, the issue shall be referred to an independent licensed broadcast engineer selected by Licensee upon demand from a list of not less than three of such engineers suggested by Licenser. The opinion of the engineer shall be conclusive. The engineer's fee shall be paid for by Licensee if the engineer determines that all or any portion of the interference is caused by Licensee's equipment in violation of Section 23(A), but shall otherwise be paid by Licenser. Licensee shall have the right to reconnect its equipment on a test basis if supported by an independent engineering study that modification to Licensee's equipment will eliminate the interference. If Licensee cannot achieve a non-interfering signal within a reasonable time, Licensee shall remove its equipment from Licenser's Telecommunications Site. If Licensee pursuant to this paragraph removes its equipment from Licenser's Telecommunications Site, this Agreement shall thereupon terminate without further obligation on either side, except as otherwise provided herein.

- (E) If Licenser breaches its obligations under Section 23, Licenser, upon receiving notice from Licensee or any other licensee of such violation, will immediately correct or eliminate such interference. If such interference cannot be corrected to the satisfaction of Licensee within ten (10) days of Licenser being informed in writing by Licensee of such interference, Licenser will cause those persons or entities responsible for such interference to disconnect or remove their facilities or equipment from the Telecommunications Site.
- (F) For purposes of this Agreement, interference will be deemed to exist if there is a measurable impairment in the quality of the frequency of signals received and/or transmitted in connection with the operations conducted by Licensee, Licenser, or a licensee of Licenser at the Telecommunications Site which results in harmful interference or out-of-channel products, as defined by the FCC.

25. Entry by Licenser

Licenser shall have the right to enter the Licensed Premises for the purpose of inspecting the Licensed Premises for conformance with the terms and conditions of this Agreement, provided that Licenser shall give Licensee at least twenty four (24) hours advance notice so that Licensee may have a representative at this Licensed Premises during such activity. Licenser shall be liable for any damages to Licensee's equipment caused by Licenser's access and inspection of the Licensed Premises. So long as Licensee is not in default in any of the terms of this License, Licenser, its employees, agents or contractors will not remove, relocate, alter, modify or otherwise tamper with Licensee's equipment except as noted under Section 23(D).

26. Holding Over

In the event of unauthorized holding over by Licensee after expiration or termination of this Agreement, a prorated co-location fee shall be established for the Licensed Premises, said co-location fee to be paid for the entire unauthorized holdover period. No holding over by Licensee after the term of this Agreement without consent of Licenser shall operate to extend this Agreement for a longer period than one (1) month, during which time Licensee is subject to all covenants and obligations of this Agreement; and any holding over with the consent of Licenser in writing shall thereafter constitute a license agreement for such designated period.

27. **Damage or Destruction**

If the Licensed Premises shall be partially destroyed by fire or other casualty so as to render the Licensed Premises unsuitable in whole or in part for the purposes and uses intended by Licensee, the co-location fee provided for herein shall abate thereafter as to the portion of the Licensed Premises rendered unsuitable until such time as the Licensed Premises are made suitable; provided, however, in the event such destruction results in the Licensed Premises being unsuitable for Licensee's purposes in whole or in substantial part for a period reasonably estimated by a responsible contractor selected by Licensee to be one (1) month or longer, at Licensee's option then all the co-location fee owed up to the time of such destruction to be returned by Licensor, and thenceforth this Agreement shall cease and come to an end. Licensee shall give written notice of its decisions, estimates, or elections under this Paragraph within thirty (30) days after any such damage or destruction; provided that Licensee may take reasonable additional time to complete its assessment of the damage and its decisions relating thereto by furnishing Licensor with written notice thereof and thereupon, the abatement of the co-location fee shall not be applicable during the additional time required by Licensee.

28. **Default**

If either party should default in the performance of any of the covenants or conditions which each of the parties is required to observe or to perform and such default shall continue for thirty (30) days after written notice to the defaulting party (except for defaults which cannot reasonably be cured within thirty (30) days, in which case the defaulting party shall commence good faith efforts to cure such default within such period, and shall effect and complete said cure of said default as soon as possible thereafter), then the non-defaulting party may, in addition to all other rights and remedies provided to it at law or in equity, terminate this Agreement immediately upon written notice to the defaulting party. Notwithstanding the termination of this Agreement, Licensee shall have the right to enter on the Licensed Premises and remove therefrom all antennas and other improvements installed or constructed thereon by Licensee (whether or not constituting fixtures or trade fixtures or personal property), subject to the repair and restoration requirements of Paragraphs 11 and 12 hereof.

29. **Notices**

All notices or demands are deemed to have been given or made when delivered in person or delivered by certified, return receipt requested, postage prepaid, United States mail, or by a nationally recognized courier service, addressed to the respective parties as follows:

LICENSEE:

City of Portland.
Portland Water Bureau
2010 N Interstate Avenue
Portland, OR 97227

ATTN: Tom Klutz

Phone: (503) 823-7503

LICENSOR:

Clark Regional Emergency Services Agency
710 W. 13th Street
Vancouver, WA 98660

ATTN: Technical Services Manager

Phone: (360) 737-1911

The parties hereto and their successors, legal representatives, and assigns shall have the right to change their addresses for notice purposes by specifying any other address by at least fifteen (15) days written notice to the other party.

30. **Termination**

Notwithstanding anything to the contrary contained herein, Licensee shall at its option have the right to declare this Agreement terminated without further obligation by either Licensor and Licensee if the FCC or any other governmental authority or agency having jurisdiction takes any action that results in the imposition of such restrictions on the Licensee or the Licensed Premises such that the Licensed Premises are not suitable for Licensee's continued operation of its telecommunications equipment. Additionally, either party may terminate this Agreement at any time for technological or economic reasons upon at least one hundred eighty (180) days' prior written notice to the other party.

31. **Standard Terms**

- (A) **Effect.** This Agreement shall be binding upon and inure to the benefit of Licensor and Licensee unless and until revoked. No termination of this Agreement, regardless of how such termination may be brought about or occur, insofar as it relates to or affects any party hereto, shall relieve any party hereto of any duties, obligations, or liabilities which shall theretofore have accrued or become payable or performable by such party.
- (B) **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be in contravention of law or declared void as against public policy, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- (C) **Attorney Fees.** In the event either party defaults in its performance of any of the terms, covenants, agreements, or conditions contained in this Agreement and the other party places the enforcement or interpretation of this Agreement, or any part thereof, or the collection of any co-location fee due, or damages recoverable hereunder, or recovery of the possession of the Licensed Premises in the hands of an attorney, or files suit upon the same, each Party will be responsible for their own attorney fees and court costs.
- (D) **Applicable Law.** This Agreement shall be governed by the laws of the State of Washington. Venue for any action, claim or suit is in the Superior Court of Clark County.
- (E) **Alteration or Amendment.** This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between Licensor and Licensee with respect to the subject matter hereof. This Agreement may not be altered, changed, or amended, except by an instrument in writing, executed by both parties hereto or their duly authorized agent. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act of omission of either party. No waiver by either party of any provisions of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement on the day and year first above written.

**CITY OF PORTLAND
PORTLAND WATER BUREAU**

**CLARK REGIONAL EMERGENCY
SERVICES AGENCY**

Signature

Signature

Name and Title (Typed or Printed)

Dave Fuller, Director

Name and Title (Typed or Printed)

Date

Date

Approved as to Form Only:

Approved as to Form Only:

Title:

Signature

Signature

Name (Typed or Printed)

Name (Typed or Printed)

EXHIBIT A

The Property is located at 2822 NW 18th Ave., in Camas, County of Clark and State of Washington 98607.

Upper Prune Hill Water Reservoir

The geodetic coordinates of the Property are as follows:

45 Degrees - 35' - 32.5" N. Latitude

122 Degrees - 26' - 14.5" W. Longitude



EXHIBIT "B"
CLARK REGIONAL EMERGENCY SERVICES AGENCY CO-LOCATION
APPLICATION

Submission Date: 10/8/2013

Company Name: City of Portland Bureau of Water Works

Address: 2010 N Interstate Avenue

City, State, Zip: Portland, OR 97227

Engineering Contact: _____

Telephone: _____

FAX: _____

Leasing Contact: _____

Telephone: _____

FAX: _____

FCC Tower Registration #: 1035585

Latitude (NAD83): 45-35-27.0 N

Site Name: Prune Hill Radio Site

Longitude (NAD83): 122-26-20.0 W

Location/Address: 2822 NW 18th Avenue

Ground Elevation: 751' AMSL

City, State, Zip: Camas, WA 98607

Tower Height/Type: 180' self-supporting lattice tower

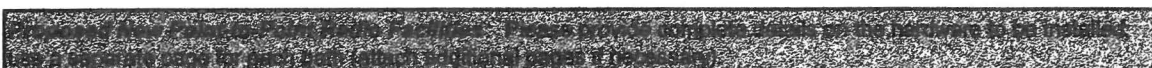
1. Co-locator equipment **cannot** extend into the top 20 feet of tower space; this space is reserved for CRESA
2. Antennas and coaxial cable must be tower mounted in accordance with current R56 standards.
3. Copies of your FCC authorizations for transmission at this site and tower drawings showing the installation of your antenna(s) and cabling must be provided to CRESA before any installation can begin.
4. Copy of Site Plan outlining location of equipment and shelters.
5. Completed FAA form 7460-1 (dated 1994 or newer), if required.
6. Specification sheets for each proposed antenna.
7. Equipment space requirements in square foot and/or rack space.

Received by: NC/9C

Date: 10-9-13



	<u>Antenna 1</u>	<u>Antenna 2</u>	<u>Antenna 3</u>
Leg For Installation (i.e., A, B, or C)	B - mounted at 120'	B - mounted at 140'	
Antenna Manufacturer	Andrew		
Antenna Model	OGB9-900	OGB9-900	
Antenna Gain	9 dBd	9 dBd	
Antenna Length	119.25	119.25	
Weight of Antenna	15lb	15lb	
Weight of Mount			
Desired Height To Tip of Antenna			
Antenna Azimuth	0 - 360 deg		
Coax Manufacturer			
Coax Model/Type			
Radio Manufacturer	Microwave Data Systems		
Radio Model	MDS 9790	MDS 9790	
Radio Transmit Power	5 W	5 W	
Transmit Frequency #1	928.80625	928.50625	
Transmit Frequency #2			
Transmit Frequency #3			
Transmit Frequency #4			
Transmit Frequency #5			
Transmit Frequency #6			
Receive Frequency #1	952.80625	952.50625	
Receive Frequency #2			
Receive Frequency #3			
Receive Frequency #4			
Receive Frequency #5			
Receive Frequency #6			



	<u>CRESA Site</u>	<u>Your Site</u>
FCC Tower Registration Number (if available)	n/a	
Site Name	n/a	
Site Address	n/a	
(City, State, Zip)	n/a	
Latitude	n/a	
Longitude	n/a	
Ground Elevation	n/a	
Overall Height of Structure	n/a	
Leg For Installation (i.e., A, B, or C)		
Antenna/Dish Manufacturer		
Antenna/Dish Model		
Antenna Length/Dish Size		
Weight of Antenna/Dish		
Weight of Mount		
Desired Centerline		
Antenna Azimuth		
Coax/Waveguide Manufacturer		
Coax/Waveguide Model/Type		
Radio Manufacturer		
Radio Model		
Radio Transmit Power		
Transmit Frequency #1		
Receive Frequency #1		

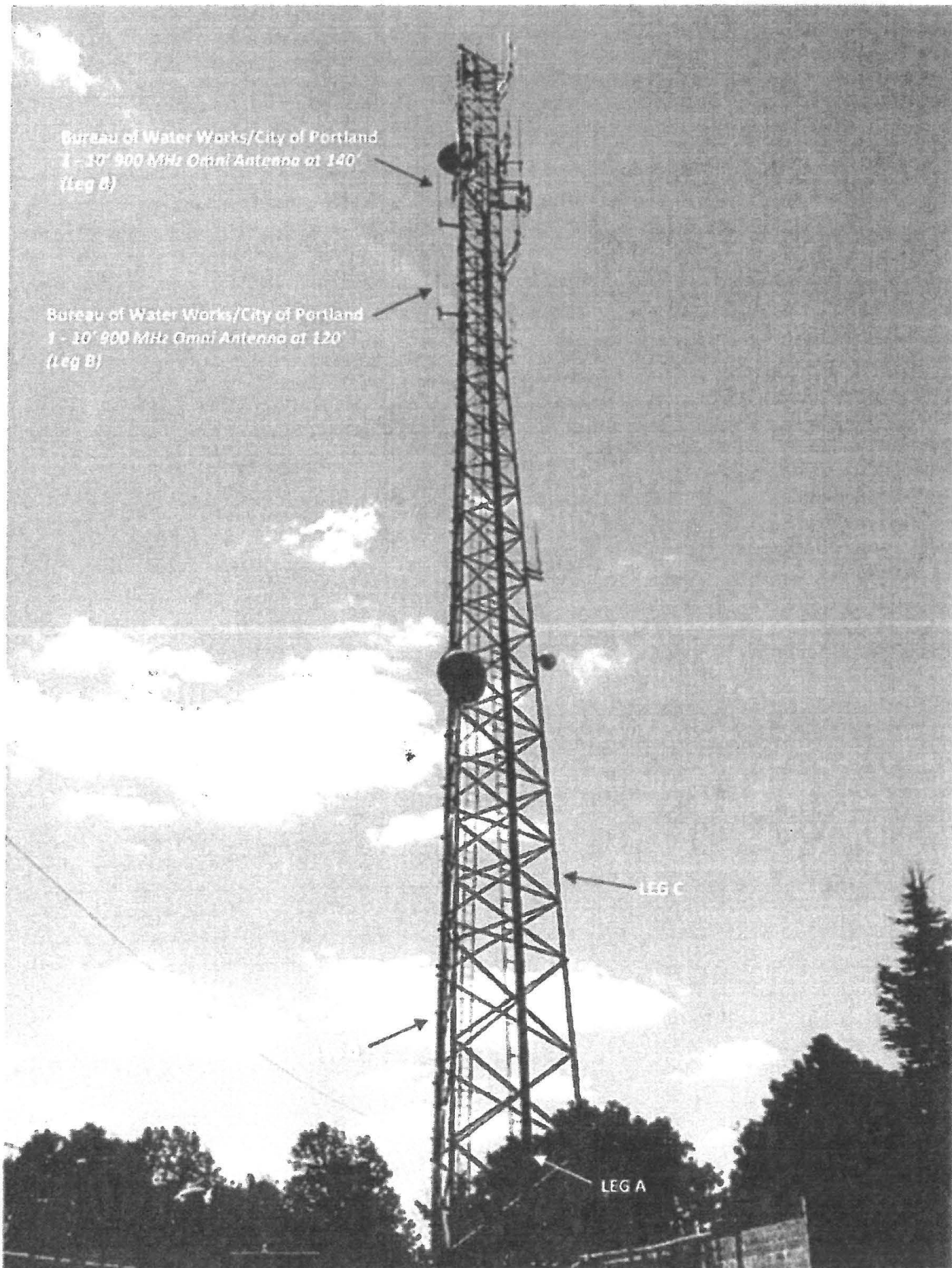
Prune Hill: Bureau of Water Works/City of Portland Co-location

EXHIBIT "C"
ADDITIONAL EQUIPMENT INFORMATION

(Not needed at this time)

EXHIBIT "D"
EQUIPMENT LIST AND PRICING

CITY of PORTLAND - BUREAU of WATER WORKS: Prune Hill Radio Site

Item	Fee per Item	Quantity	Extended Cost
RENT			
Annual Fee for Floor Space per Rack of Equipment	\$ 470.00	1	\$ 470.00
Annual Fee per Radio Unit	\$ 1,962.00	2	\$ 3,924.00
Annual Fee per Antenna			
1 Antenna at 120'	\$ 790.00	1	\$ 790.00
1 Antenna at 140'	\$ 870.00	1	\$ 870.00
DSO (64 Kb/s) <i>(Includes channel bank tray and cards for type of service i.e., 4-wire E&M, FXS, V.35) :</i>			
Annual Access Fee	\$ 1,276.80	n/a	\$ -
Annual Fee per Microwave Path Mile (79.656 miles round trip)	\$ 12.84	n/a	\$ -
2019 Site Co-location Fee			\$ 6,054.00