

89-684

*file
Agreement*

AGREEMENT

This agreement is between Yamhill County, a political sub-division of the State of Oregon, referred to herein as "County", and the City of Newberg, a municipal corporation, referred to herein as "City".

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Upon execution of this agreement or within a reasonable time following execution, County shall deliver to City \$10,339.20. This amount represents all remaining funds from the 1987 Communications Levy allocated or allocable to City for improvements of City's communications center and connection to what is referred to herein as the "East County Site", to be selected by County. Upon delivery of these funds, City assumes total responsibility for the proper administration, accounting and expenditure of the funds so delivered, in conformance with the purpose and terms of the levy and applicable law.

2. The attached Exhibit "A", which is made part of this agreement by reference, outlines the configuration of communications equipment to be located at the East County Site. Upon delivery of the above-specified funds, City assumes all costs and responsibility for connecting its system to the east county site.

3. City shall be responsible for any injury to any person or property caused directly or indirectly by reason of actions by City in utilizing the above-specified funds. City shall indemnify, save harmless and defend County, its officers, agents, and employees from and against all claims, suits, damages, costs, losses and expenses in any manner resulting from or arising out of or connected with any such injury.

4. County shall provide access for City employees and vendors to the East County site at all reasonable times for the purpose of making the equipment connections specified in this agreement.

5. County shall provide technical assistance to City, as needed, in regard to the equipment located at the East County site.

6. City shall provide to County a report, accounting for the expenditure of funds provided under this agreement and including copies of receipts for funds expended. The report shall be provided as soon as practicable following expenditure of the funds, but not later than June 30, 1990.

7. To be valid, any modification of this agreement shall be in writing and signed by both parties.

The parties agree, as stated above, on this 30th day of August, 1989.

CITY OF NEWBERG

Elven Hall
Mayor

Bruce D. Wadley
City Recorder ~~ANDREY~~

FORM APPROVED BY:

Timothy S. Sadlo
TIMOTHY S. SADLO
Assistant County Counsel

YAMHILL COUNTY BOARD OF COMMISSIONERS

Ted Lopuszynski
Chairman TED LOPUSZYNSKI

DAVID BISHOP
Commissioner DAVID E. BISHOP

Dennis L. Goecks
Commissioner DENNIS L. GOECKS

Accepted by Yamhill County
Board of Commissioners on
8-30-89 by Board Order:
#89-684.

EXHIBIT "A"

AGREEMENT - CITY OF NEWBERG

EAST COUNTY SITE CONFIGURATION

Channel	Transmit	Receive	Tone
Fire Base Station	46.42	46.42	110.9
Fire Repeater	46.10	46.50	123.0
Law #1 Repeater	45.32	45.98	123.0
Law #2 Repeater	45.46	46.02	123.0
Newb.P.D. Repeater	45.42	45.82	123.0

1. All stations can be tone controlled via telephone lines.
2. All Repeaters in the East Site as well as High Heaven can be accessed by using Dispatch Stations equipped with the proper CTCSS tones from the City of Newberg. This does not include the Fire Base Stations at either site. They have to be controlled by phone lines or the equivalent.
3. It is recommended that the present Newberg Police Dept. base which is now being used, be converted to repeater operation at the time it is relocated to the permanent site. The old base station receiver will have to be used along with the new repeater until such time as the mobiles and portables are all converted. During that time, provision must be made to mute the simplex base whenever the control console is transmitting.