



DWS Contract #: _____

TOWER SITE LEASE AGREEMENT

This Tower Site Lease Agreement (hereinafter referred to as "Agreement") is entered into and effective as of this ____ day of _____, 2017 (hereinafter "Commencement Date"), by and between Day Management Corporation dba Day Wireless Systems (hereinafter "LESSOR") and City of Salem (hereinafter "LESSEE").

1. **Lease of Site:** LESSOR authorizes LESSEE to install, operate and maintain at LESSOR's Communications Site (hereafter referred to as "Premises") as described on Exhibit 1, at LESSEE's sole expense and risk, communications equipment along with associated other electronic equipment and mounting structures designated on Exhibit 1 of this Agreement ("Equipment"), at places designated by LESSOR and installed by LESSOR or a pre-approved contractor. Any change or addition to the Equipment must be pre-approved by LESSOR and may be subject to additional charges at LESSOR's sole discretion. LESSEE shall, at all times, have the unrestricted right to enter or leave the Premises where LESSEE's Equipment is located unless restrictions are specified in Exhibit 1. LESSEE agrees to take, at LESSEE's own expense, all measures and precautions necessary to render LESSEE's Equipment inaccessible to unauthorized persons. LESSOR agrees that it will not give unauthorized persons access to the Equipment and will be responsible for overall security of Premises including boundary fencing and restricting access to the tower and accessory facilities. LESSEE shall maintain Equipment in good working order and in accordance with the installation standards in section 18 and as listed in Exhibit 1.

2. **Term:** The initial term of this Agreement shall be ten (10) years commencing on the first day of the month following the completion of construction of a new communications tower, ("Initial Term"). The parties shall confirm the date of the Initial Term in writing. After the Initial Term of this Agreement expires, this Agreement shall automatically renew for successive periods of three years until terminated (each a "Renewal Term", collectively the Initial Term and Renewal Terms are referred to as "Term"). The Premises may be subject to terms and provisions of an underlying lease executed by and between LESSOR as tenant or site manager and other parties as landlord and/or site owner. LESSEE hereby agrees to abide by such terms and provisions in addition to those identified in this Agreement. Lessee may terminate this Agreement at the end of any Term with 365 days prior written notice. In any event, this Agreement will terminate when LESSOR's underlying lease terminates, if applicable.

3. **Rent:** Rent for the Initial Term shall be \$40,926.00 per year (hereinafter "Rent"), payable in equal monthly installments of \$3,410.50, in advance without invoice, to Day Wireless Systems, P.O. Box 22169, Milwaukie, OR 97269-2169. Upon renewal of the Agreement at the completion of the Initial Term, rent shall increase by 3% annually.

4. **Agreement Fees:** In the event payment of Rent or other fees payable under this Agreement is not received in full when due, LESSEE agrees to pay a finance charge at the rate of two percent (1%) per month which is an annual rate of 12% on all unpaid Rent and any other fees payable under this Agreement over ten (10) days due. . If LESSEE disputes any account balances, invoices, credits, or statements, LESSEE must provide written notice to LESSOR within thirty (30) days of the above-received document that is being disputed. No action will be

DWS Site Reference:

Customer Site Reference:

taken for disputed account balances, invoices, credits, or statements beyond thirty (30) days unless prior written notice has been received.

5. **Other Fees:** LESSEE may be required to pay all, a portion of, or the increase in any LESSEE fees, regular or special use fees, assignment fees, permit fees, road use fees, charges and taxes (municipal, state, and federal) which may now or hereafter be imposed upon LESSEE and/or Lessor for operation of or the ownership of the Equipment. For fees imposed on the entire Premises, LESSEE shall pay based on the percentage of LESSEE's occupancy of the total capacity of the Premises. LESSEE'S electrical consumption shall be metered or sub-metered and is not included in Rent.

6. **Hold Over Fee:** In the event this Agreement is terminated pursuant to Paragraphs (2) or (14) hereof, and so long as the Equipment remains on the Premises (even if it has been disconnected), LESSEE shall pay to LESSOR a hold-over fee equal to one hundred percent (100%) of the then effective total Rent, prorated from the effective date of termination to the date the Equipment is removed in its entirety from the Premises. Ninety (90) days after the effective date of termination, LESSOR shall have the right (but not the obligation) to disconnect and remove the Equipment from the Premises. If LESSOR disconnects and removes the Equipment, LESSEE shall pay to LESSOR upon demand three hundred percent (100%) of the disconnection, removal and storage expenses incurred by or on behalf of LESSOR. If LESSEE does not reclaim such Equipment within forty-five (45) days, LESSOR has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement. Should LESSEE fail to vacate the Premises pursuant to the terms of this Agreement, LESSOR may at its sole discretion, charge LESSEE a fee equivalent to one and one-half (1.5) times the Agreement Rent that LESSEE is paying at the time of termination plus compounded interest at one percent (1%) per month. Such sums will be pro-rated on a daily basis until such time that LESSEE vacates the Premises.

7. **Condition of Site:** At the start of the Initial Term, Site will be compliant with Motorola R56 standards and guidelines for communications sites. Backup power is available and is maintained on a routine basis at LESSOR's cost. LESSOR shall provide the infrastructure for and maintain at LESSOR's cost a HVAC system on Site. LESSEE shall provide a capital contribution in the amount of \$5,000.00, paid no later than January 1, 2018 for expenses associated with the electrical and HVAC upgrades necessary within LESSOR's communications facility to accommodate LESSEE's equipment. LESSOR shall provide the Premises in condition ready for equipment installation by the LESSEE on the first day of the Initial Term. With exception to the foregoing, LESSEE takes the Premises as-is and LESSOR shall have no responsibility for its condition, or damage suffered by the LESSEE or any other person due to such condition. Upon expiration or termination of this Agreement, LESSEE will remove all Equipment from the Premises, which was placed there by LESSEE and will restore the Premises to its original condition, reasonable wear and tear notwithstanding.

8. **Liability:** Except for its own acts, LESSOR shall not be liable to LESSEE or to any other person for any loss or damage, including incidental, consequential or special damages, regardless of cause. Specifically, but without limiting the generality of the foregoing, LESSOR shall have no liability for any loss or damage due to personal injury, property damage, libel or slander, or interference experienced by the LESSEE for any reason whatsoever. LESSEE will indemnify and hold LESSOR harmless from any loss, damage, or liability, consequential or otherwise, occasioned by growing out of, or arising, or resulting in connection with this Agreement or any act or failure to act by LESSEE, its agents, or employees. LESSOR will require all current and future users of the Premises to abide by similar terms regarding liability.

9. **Installation and Interference:** LESSEE will install, operate and maintain its Equipment in accordance with applicable laws and regulations, including but not limited to FCC rules, and so as not to cause interference with any other transmitting or receiving Equipment whether located on the Premises or not. In the event LESSOR finds the Equipment causes such interference, at its sole cost and expense, LESSEE shall take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within forty-eight (48) hours, LESSOR has the right to disconnect and remove any Equipment not in compliance with this paragraph. LESSOR agrees to abide by the terms and conditions of this section in regard to LESSOR'S communications systems at the Premises and interference. LESSOR will require all current and future users of the Premises to abide by similar terms regarding interference

a. All installations of antennas and other apparatus upon the Premises shall be made by LESSOR or a pre-approved contractor, and all repair and maintenance of such antennas and other apparatus on said tower shall be performed solely by LESSOR or a pre-approved contractor.

b. Installation of Equipment and apparatus within the building located on the Premises shall be performed by LESSOR or with LESSOR's consent and LESSOR shall have the right to restrict LESSEE in regard to the place of installation of Equipment, type, and amount of equipment installed – and as to the condition of said equipment and any appurtenance.

c. LESSOR at its sole discretion may authorize approved installation contractors. Authorization will not be withheld provided that LESSEE'S contractor meets the terms and conditions of LESSOR'S Notice to Proceed (NTP) requirements, which are in place to confirm a contractor's qualification and ability to perform work above ground level with insurance and indemnity protections for LESSOR. LESSOR may require a \$2,000.00 installation inspection fee for the inspection of tower-mounted equipment if LESSOR suspects the installation may not comply with industry standards or if the installation appears to differ from the equipment authorized in Exhibit 1.

10. **Personal Lease:** This Agreement is personal to LESSEE and no assignment or sublease in whole or part shall be valid without the written consent of LESSOR. LESSOR may assign its rights under this Agreement to any other party.

11. **Insurance:** LESSEE shall carry during the term of this Agreement public liability and property damage insurance with respect to the Equipment and activities in the amounts detailed below.

Within five (5) days after the execution of this Agreement, LESSEE shall provide LESSOR with certificates of insurance evidencing required coverage in force for the Premises with a thirty (30) day notice to LESSOR requirement for cancellation, non-renewal, or material change. Each certificate must be Premises specific and name LESSOR as an "additional insured" on each policy, except workers compensation insurance policies. LESSEE will cause each insurance policy it obtains to provide that the insurance company waives all right of recovery by way of subrogation against LESSOR in connection with any damage covered. All insurance shall be maintained during the term of the applicable Agreement in companies legally qualified to transact business in the state where the applicable Premises is located. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Premises, but coverage shall not be reduced at the Premises by activities at LESSEE's other property.

LESSEE shall insure its Equipment and the property of others for which LESSEE is responsible, against all loss or damage, including business interruption, in an amount no less than full replacement value. LESSOR shall not provide any such insurance, and assumes no responsibility for damage occurring to LESSEE's equipment, or that of LESSEE's Contractor's and/or subcontractor's, including business interruption.

- **Business Automobile Liability:** LESSEE shall obtain and maintain Bodily Injury and Property Damage Liability insurance on all owned, hired and non-owned vehicles with minimum limits of:

1. Combined Single Limit \$1,000,000.00

- **Commercial General Liability:** LESSEE shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

1.	Policy Form	Occurrence
2.	General Aggregate Limit	\$2,000,000.00
3.	Products & Completed Operations Limit	\$2,000,000.00
4.	Personal Injury & Advertising Injury Limit	\$1,000,000.00
5.	Each Occurrence Limit	\$1,000,000.00
6.	Damage to Premises	\$ 100,000.00
7.	Medical Expense Limit	\$ 5,000.00

LESSEE may satisfy the insurance provisions of paragraph 11 by providing proof of self-insurance and proof of excess liability insurance coverage.

12. **Notice Address:** All notices, requests, claims, demands, and other communications hereunder shall be by written notification and shall be delivered to the respective parties at the addresses first written below, and as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by a nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

LESSOR: Day Management Corporation dba Day Wireless Systems
4700 SE International Way
Milwaukie, OR 97222
dwssites@daywireless.com
(503) 659-1240

LESSEE: City of Salem
Attn: Technical Services Manager
555 Liberty Street SE P107
Salem, OR 97301
police@cityofsalem.net

Email and phone listed above are for informational purposes only.

13. **Prior Negotiations:** This Agreement constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements. No revision of this Agreement shall be valid unless made in writing and signed by authorized agents of both LESSOR and LESSEE.

14. **Default:** Time is of the essence. The following shall be events of default: (a) Failure to pay fees or Rent when due in accordance with Section 3; or (b) failure to comply with any term or condition of this Agreement, other than payment of fees or Rent, within thirty (30) days after written notice specifying the nature of the non-compliance. In the event of default by the LESSEE, LESSOR may terminate this Agreement without further notice to LESSEE.

15. **Applicable Law and Venue:** LESSEE agrees that all transactions arising hereunder shall be governed and interpreted by the laws of the state in which the Premises reside. LESSEE agrees that venue of any action to enforce this Agreement shall be Marion County, Oregon.

16. **Attorneys' Fees:** In the event of a default, the defaulting party agrees to pay all of the non-defaulting party's attorneys' fees, plus all attendant costs whether or not litigation is initiated.

17. **Notices:** All notices, requests, claims, demands, and other communications hereunder shall be by written notification and shall be delivered to the respective parties at the addresses first written above, and as may be amended from time to time. Any such notice may be hand delivered, sent by a nationally-established overnight courier, first-class mail, or electronic mail to the address listed in Section 12. If notice is sent to LESSOR by courier or mail, a copy must also be sent by electronic mail. Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

18. **System and Installation Standards:** Lessee shall comply with the following:

- a. All in-building equipment will be labeled with Lessee's name, the name and phone number of a technical contact, an emergency contact, operating frequencies, transmit power, and ERP. Lessee will post a copy of Lessee's valid FCC License(s) for all licensed frequencies.
- b. Antennas must be mounted with only approved mounts or other specified mount. Antennas and microwave dishes that require stabilizing arm(s) must use required devices.
- c. Appurtenance's that require a mounting surface larger than the tower leg provides requires a face type mount incorporating any ancillary items for that antenna (stiff arm, ice shield).
- d. All mounting devices and hardware must be hot-dip galvanized or stainless steel.
- e. Welding, drilling, or structure modifications of any kind are not permitted without prior written approval of DWS.
- f. All radio equipment needs to attach to internal grounding halo (if provided).
- g. All penetrations must be weather and pest sealed.
- h. All lines must be routed down to equipment in an orderly fashion. Lines must also route in cable management system (if provided). If there isn't a cable management system then lines must be tied at intervals no greater than three (3) feet. All lines shall be tied to cable ladder (if provided) in a manner not to impede future use or damage other lines.
- i. All lines must be marked via colored tape pattern at antenna, tower base, both sides of cable entry to facility, and at internal equipment. If lease authorizes

- "spare" lines, they must be marked, terminated with proper load, and weatherproofed. Lessee may not use a color pattern currently in use. Lessee must denote the color pattern used and placed with contact information.
- j. All conductors and coax type lines need lightning arrestors at entry to facility. Approved arrestors include: Poly Phaser, Gas, MOV, and Silicone Avalanche Diode.
 - k. All lines must be grounded in a minimum of three (3) places: the top and bottom of the vertical cable run, and at the entry to facility. Please make change request prior to installation.
 - l. All line entries into facility must be sealed upon completion of install.
 - m. When possible, lines need to be installed with a "drip loop" in the line after leaving the tower en route to the facility. All transmission lines must be secured using stacking, cushion, butterfly, or stack block type hangers.
 - n. Lessee must cooperate in a timely fashion with DWS and other parties, including tenants of other sites, when called upon to investigate a source of interference, whether or not it can be proven that their equipment is involved.
 - o. Upon termination of the Agreement ALL equipment will be removed from site within thirty (30) days, unless prior arrangements have been authorized by DWS. If Lessee replaces equipment then ALL old equipment that is no longer part of the Agreement will be removed from the Site within thirty (30) days, unless prior arrangements have been authorized by DWS. If any such equipment is not removed as specified above DWS will continue to charge rent in thirty (30) day periods until Lessee provides proof that said equipment is removed.
 - p. Filters, cavities, and circulators, isolators, combiners, and multi couplers are required as industry standard. Special site requirements should be noted in Exhibit 1.
 - q. Transmitters, receivers, combiners, multi couplers, and antennas must meet manufacturer's specifications in operation and mounting.
 - r. Cabinets must be bolted to the floor and or braced to the ceiling and grounded.
 - s. No later than 15 days beyond substantial completion of installation, Lessee will return the provided site drawing delivering the as built condition is in accordance with authorized equipment and locations. Lessee will also submit the completed installation documents including installation photographs as verification installation standards are met along with any permits, studies, determinations, license's , or authorizations in copy needed in the course of installation.
 - t. If DWS is operating the Site via an underlying land lease or site management agreement Lessee agrees to abide by any additional technical standards required by any said land owner. These additional standards are available upon request.
 - u. Lessee agrees to abide by additional specifications in a timely manner if DWS provides notification of an update to the System and Installation Standards.
 - v. All tower installations and modifications will require a structural analysis at Lessee's expense.

IN WITNESS WHEREOF, the Lessor and LESSEE have executed this Agreement as of the latter signature date below.

LESSOR:

Day Management Corporation
dba DAY WIRELESS SYSTEMS

By:

Its: Sites Manager

Date:

LESSEE: City of Salem

By:

Its:

Date:

Exhibit 1
(see following page)

EXHIBIT 1

Attn: Sites Department
4700 SE International Way
Milwaukie, OR 97222
(503) 659-1240



DWS Credit Application

DWSites@DayWireless.com

Customer Information

Customer Name	City of Salem - Police/WVCC	Primary Contact Name	Rich Ragone
Customer Address	555 Liberty St	Primary Contact Phone	503-7633-3332
Customer Address	RM P107	Primary Contact Email	rragone@cityofsalem.net
City	Salem	Secondary Contact Name	Darren Rice
State	OR	Secondary Contact Phone	503-763-3337
Zip	97301	Secondary Contact Email	drice@cityofsalem.net
Emergency Phone	503-763-1400	Consultant Contact Name	
Emergency Email	wwwsupervisor@cityofsalem.net	Consultant Contact Phone	
Billing Contact	Rich Ragone	Consultant Contact Email	
Billing Phone	503-763-3337	Consulting Firm	
Billing Email	rragone@cityofsalem.net		

Site Information

DWS Site Name	Prospect Hill	Latitude (NAD 83)	
ASR		Longitude (NAD 83)	
FCC ID		County	Marion
Customer Site Name		State	OR
Customer Site Number		Tower Height	300
Tower Type			

Installation Information

Installation Type	New Build	Desired Installation Date	Monday, January 1, 2018
Type of Service	Government		

Briefly describe installation

Install Motorola 7.X Digital P25 Radio site for City of Salem trunking system

Radio Installation Contractor		Maintenance Contractor	
Tower Installation Contractor			

Antenna / Feedline Information

List all new antenna changes. Don't restate existing antennas unless removing.

☐ Not Applicable

	Antenna #1	Antenna #2	Antenna #3	Antenna #4	Antenna #5	Antenna #6
Add/Remove	Add	Add	Add	Add	Add	
Type of Antenna	Omni	Omni	Omni	Microwave HP	Microwave HP	
Quantity Per Azimuth	1	1	1	1	1	
Manufacturer	Sinclair	Sinclair	Sinclair	Andrew	Andrew	
Model <small>*Attach Cut Sheets</small>	412-HF2LDF(DO2-E576	412-HF2LDF(DO2-E576	412-HF2LDF(DO2-E576	VHPL-4-800	VHPL-4-800	
Desired Mounting Height	265	295	295	200	220	
Length (feet)	21	21	21	4	4	
Weight (lbs)	79	79	79	66	66	
Azimuth				50.9	35.6	
Tower Leg						
Feedline Count	1	1	1	1	1	
Size of Feedline	1 5/8"	1/2"	1/2"	7/8"	7/8"	
Tower Mount MFG						
Tower Mount Part #						

	Antenna #7	Antenna #8	Antenna #9	Antenna #10	Antenna #11	Antenna #12
Add/Remove						
Type of Antenna						
Quantity Per Azimuth						
Desired Mounting Height						
Manufacturer						
Model <small>*Attach Cut Sheets</small>						
Length (feet)						
Weight (lbs)						
Azimuth						
Tower Leg						
Feedline Count						
Size of Feedline						
Tower Mount MFG						
Tower Mount Part #						

Tower Mounted Equipment ☐ Not Applicable

	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
Add/Remove	Add					
Type of Unit	TTA					
Quantity	1					
Mounting Height	290					
Weight	31					
Feedline Qty	3					
Size Feedline	1 5/8"					
GPS Location	Tower Low					

Interior Space Information ☐ Not Applicable

Rackspaces (Customer Provided or Comm. Rack)	Other	Additional Space Requirements	Length	Width
	6 racks equipment	Batteries <input type="checkbox"/>		
Rack Units (Comm. Rack Only)		Combining <input type="checkbox"/>		
Radio Model (Comm. Rack Only)	See above	UPS <input type="checkbox"/>		
Voltage	(-)48vdc	Cabinet <input type="checkbox"/>		
Estimated kw/month consumption	2,500/mo	HVAC <input type="checkbox"/>		
		Wall Mounted <input type="checkbox"/>		

Radio Equipment Information ☐ Not Applicable

	Radio #1	Radio #2	Radio #3	Radio #4	Radio #5	Radio #6
Add Remove	Add	Add	Add	Add	Add	Add
Class of Service	Licensed	Licensed	Licensed	Licensed	Licensed	Licensed
FCC Call Sign						
Model Number	GTR8000	GTR8000	GTR8000	GTR8000	GTR8000	GTR8000
TX Frequency	800Mhz	800Mhz	800Mhz	800Mhz	800Mhz	800Mhz
RX Frequency	800Mhz	800mhz	800Mhz	800Mhz	800Mhz	800Mhz
Channel Width (Mhz)	25	25	25	25	25	25
Channel Center						
TX Power	100	100	100	100	100	100
ERP						

Exterior Space Information ☐ Not Applicable

Ground Space Required	Type of Outdoor Equipment
Length	
Width	
Generator Space Required	Power Service Required, if available
Unit Length	
Unit Width	
Tank Length	
Tank Width	

Disclaimers

All installations and Modifications must meet Federal, State, and Local requirements and Day Wireless Installation standards below.

In some cases NEPA, SHPO, Structural Analysis, Geotechnical Investigation, Building Permit, Land Use Application, Special Use Permit, Easement may be Required required.
 Installations must be performed by Day Wireless and or certified and authorized installers.
 Thank you for providing us the opportunity to be a part of your communication and data solutions.