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AGENDA COVER MEMORANDUM

TO: Board of County Commissioners

DEPARTMENT: Lane County Sheriff's Office

PRESENTED BY: Judy Simpson

SUBJECT: IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE INTERGOVERNMENTAL AGREEMENT BETWEEN EUGENE WATER & ELECTRIC BOARD, OREGON DEPARTMENT OF STATE POLICE AND LANE COUNTY FOR JOINT USE OF BLANTON RADIO SITE

I. MOTION

MOVE THAT THE BOARD OF COUNTY COMMISSIONERS DELEGATE THE AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT FOR JOINT USE OF BLANTON RADIO SITE

ISSUE/PROBLEM

Should Lane County allow Oregon State Police to co-locate at the Blanton site and contribute funds for the upgrade and operation of the microwave radio network.

II. DISCUSSION

A. Background

Board Order 05-3-9-9 approved execution of an Intergovernmental Agreement between Eugene Water & Electric Board (EWEB) and Lane County (LCSO) to establish a partnership for the building and operation of a public microwave radio network between the Lane County Sheriff's Office, Bear Mountain, Mount Hagan and Blanton.

EWEB entered into an agreement with Silke Communications to lease tower and building space at Blanton. As partners, EWEB and LCSO share the monthly rent of \$2,000.

The Blanton site lease agreement allows subleasing to first responder governmental agencies which become "joint owners or users".

Oregon Department of State Police (OSP) wishes to co-locate its radio equipment at the Blanton Radio site and connect to the microwave radio network. OSP will pay a one-time co-location/connection fee of \$50,000 to EWEB/LCSO.

OSP will reimburse EWEB/LCSO \$17,700 for the cost of microwave antenna upgrades.

OSP will reimburse EWEB/LCSO one-third of the monthly costs of operating the communications building facilities (includes lease fees, electric utility costs and maintenance/repair costs of common equipment).

Term of this agreement is five years with the option for an additional 5-year term.

B. Analysis

Lane County and EWEB will benefit from other governmental agencies connecting to the microwave radio network and contributing funds for upgrades and helping defray operating costs.

C. Alternatives/Options

1. Adopt the order to approve execution of the Intergovernmental Agreement with EWEB and OSP.
2. Do not approve the order.

D. Recommendations

Recommends Board approval of proposed Board Order.

E. Timing

As indicated above.

III. IMPLEMENTATION/FOLLOW-UP

Intergovernmental agreement will be executed.

IV. ATTACHMENTS

1. Proposed Board Order No. _____.
2. Intergovernmental Agreement between EWEB, OSP and Lane County.

IN THE BOARD OF COUNTY COMMISSIONERS OF Lane County, OREGON

ORDER NO.

**)IN THE MATTER OF DELEGATING AUTHORITY
)TO THE COUNTY ADMINISTRATOR TO EXECUTE
)INTERGOVERNMENTAL AGREEMENT BETWEEN
)EUGENE WATER & ELECTRIC BOARD, OREGON
)DEPARTMENT OF STATE POLICE AND LANE
)COUNTY FOR JOINT USE AT BLANTON RADIO
)SITE**

THIS MATTER having come before the Board of County Commissioners for approval of Intergovernmental Agreement between Eugene Water & Electric Board (EWEB), Oregon Department of State Police and Lane County through the Lane County Sheriff's Office for joint use at Blanton Radio Site.

WHEREAS, Lane Manual 21.145 requires Board of Commissioner approval for execution of contracts exceeding three (3) years in length and/or greater than \$100,000.

WHEREAS, the Intergovernmental Agreement is effective upon execution by EWEB, and will remain in effect for five years, with an option to renew for an additional 5-year term.

IT IS HEREBY ORDERED that the Board of County Commissioners delegate authority to the County Administrator to execute Intergovernmental Agreement between Eugene Water & Electric Board, Oregon Department of State Police and Lane County for joint use of Blanton Radio Site, in substantial conformity with the attached Exhibit "A".

Signed this day of , 2006

Chair, Lane County Board of Commissioners

BLANTON RADIO SITE JOINT USE AGREEMENT
Intergovernmental Agreement

THIS AGREEMENT is entered into by and between **EUGENE WATER & ELECTRIC BOARD** ("EWEB"), **LANE COUNTY SHERIFF'S OFFICE** ("LCSO"), and **OREGON DEPARTMENT OF STATE POLICE** ("OSP" or "Joint User"); hereinafter referred to collectively as "THE PARTIES." EWEB and LCSO may be referred to as the "SYSTEM OPERATORS."

Background

EWEB and LCSO have entered into an intergovernmental agreement ("IGA") for the joint ownership and operation of a microwave radio network ("the Network") that includes joint and independently owned radio equipment, equipment racks, back-up power supplies and other equipment required to support the operation and reliability of the equipment located in Lane County, known specifically as the Blanton Radio Site.

EWEB and LCSO have leased space at this facility from Silke Communications (copy of agreement attached).

OSP wishes to co-locate its radio equipment at the Blanton site, and is willing to contribute funds to EWEB and LCSO to allow upgrades to the Network equipment and to defray continuing costs of operations of the network.

EWEB and LCSO are willing to allow OSP to co-locate at the Network site on the terms and conditions stated in this Agreement.

The parties agree as follows:

1. **TERM:** This agreement shall be effective upon the date executed by the Parties and shall continue in force until terminated.

Any Party to this agreement may terminate their participation in the agreement for any reason by giving the other parties 30 days written notice. Upon the receipt of notice of termination, the parties shall commence negotiations as to the equitable disposition of the improvements made and any outstanding fees and revenues. This Agreement is effective when signed by all parties and, unless terminated by agreement of the parties, will remain in effect until February 1, 2011.

EWEB, LCSO and OSP are public entities each entrusted with the care and stewardship of the public interest and resources under their respective public service. The Parties agree to work to the mutual benefit of the Parties and with recognition of each Party's public charter responsibility.

OSP Obligations.

1.1 OSP shall pay to EWEB and LCSO a one-time fee of \$50,000 for use of the Blanton radio site communications room, tower, and support equipment. Payment of this fee does not confer ownership of any NETWORK equipment to OSP, but is only a license to co-locate OSP's equipment at the site and to connect to the NETWORK equipment during the term of this Agreement.

1.2 OSP shall reimburse EWEB and LCSO a total of \$17,700 for the cost of microwave antenna upgrades requested by OSP for the Blanton and Bear Mountain site to accommodate OSP's use of the antennas, as described below. Payment of the fee for

upgrading the microwave antennas does not confer ownership interest on OSP, but is only a license to co-locate OSP's equipment at the site and to connect to the NETWORK equipment during the term of this Agreement.

1.3 OSP shall pay to EWEB and LCSO one-third of the monthly costs of operating the communications building facilities, including but not limited to monthly lease fees (\$2000/3 = \$667/month), electric utilities costs, and maintenance and repair costs of common equipment used. If other parties participate in the NETWORK, EWEB, LCSO and OSP shall amend this Agreement to adjust the percentage of the payment by OSP.

1.4 OSP shall provide rack layout and electrical detail drawings for proposed equipment installation to the SYSTEM OPERATORS before installation of equipment. Load analysis shall be provided for loads to be connected to the UPS or 48V DC power systems.

2. OSP's Rights. Upon payment of the fees and other charges specified in this Agreement, OSP may at the Blanton Site share use of one dual ported microwave antenna for the microwave path to Bear Mountain, use 120 VAC UPS, and 48 VDC battery bank for operations, and other infrastructure as defined below:

2.1. OSP shall be able to use the tower to mount one 8 foot and one 6 foot microwave dish for a diversity microwave link to Washburn or nearby vicinity. Structural analysis has been completed for mounting an 8-ft Gab. UCC8-59 antenna at 105-ft and a 6-ft Gab. SR6-59 antenna at 75-ft on the north leg of the 300-ft self-supporting tower. A copy of the structural analysis is available upon request.

2.2 OSP shall have 7 total rack spaces to accommodate the IWN project and future growth needs for the Oregon Wireless Interoperability Network (OWIN). One of these racks shall be reserved for installation of two microwave radios and interface equipment. It is understood that the immediate need for the IWN project is 4 rack spaces. The PARTIES shall review the preliminary rack allocation plan in Attachment A.1 & A.2, and will develop a final plan that provides the best efficiency and use of the equipment racks.

2.3 OSP shall have the right to use the 48 VDC battery bank for microwave radio power and shall not exceed 18 Amp's continuous load. The battery bank is rated at 615 AMP/Hrs and was designed to sustain a load of 70.40 Amp's for 8 hrs with a recharge rate of 24 hrs.

2.4 OSP shall have the right to use the 120 VAC UPS for LMR and support equipment and shall not exceed 2.2 KW continuous. The UPS is a Ferrups 18KVA (15KW) single-phase unit with a designed battery capacity of 8KW @ 7 hrs continuous.

2.5 OSP shall have the right to use the 8' microwave dual feed horn antenna located at Bear Mountain. The Bear Mountain site is owned by LCSO; therefore a separate joint use agreement between OSP and LCSO shall be required for occupancy and use of that facility. No charges shall be incurred at the Bear Mountain site for the use of the microwave antenna installed for dual use between the SYSTEM OPERATORS and OSP for the Blanton to Bear Mountain microwave path.

2.6 OSP shall have the right to request further use of equipment and facilities at the Blanton site from the SYSTEM OPERATORS. Upon review of a detailed written request, and evaluation of planned use and availability of assets, the SYSTEM OPERATORS will make every effort to accommodate further requirements of OSP with rates calculated according to the rate schedule in Attachment B.

2.7 OSP shall have the right to request all drawings and documentation that is available from the SYSTEM OPERATORS that is necessary for OSP installations, operations, and maintenance.

3. Representations and Warranties:

4.1 EWEB and LCSO warrant that they have the right to permit OSP to co-locate its radio equipment at the Blanton site and that co-location will not violate any lease or any license granted to EWEB or LCSO, or both, from the Federal Communications Commission or other regulatory body.

4.2 OSP warrants that it will cooperate with and abide by the requirements of the Silke Communications Blanton Site Lease hereby included in this agreement as Attachment C and will severally indemnify EWEB and LCSO against any claims arising from OSP's failure to follow lease provision or to operate its radio equipment in conformance to federal, state and local laws and regulations.

4.3 The Parties warrant that they will cooperate with one another, to the best of their ability, to protect the interests of the other public entities, to abide by the lease agreement requirements, and the operation of their respective equipment in conformance to federal, state and local laws and regulations.

4. Notices. Any notice to be given under this Agreement must be in writing, delivered to the address given below or to such other address as the party to be notified may later specify. Notice will be deemed to have been given three days after mailing, or upon receipt of confirmation if delivered by facsimile or by email.

7. Amendment. This Agreement may be amended in writing, when signed by all parties. The Parties agree to allow reasonable amendments in the mutual support of the public services.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter described in it. There are no understandings, agreements or representations, oral or written, not specified in the Agreement regarding the agreement of the parties.

9. No Partnership. This Agreement is not intended, and may not be construed, to create a partnership or joint venture between or among EWEB, LCSO or OSP. Nothing in this Agreement may be construed to make EWEB, LCSO or OSP partners or joint venture participants.

STANDARD JOINT-USER AGREEMENT

1. JOINT USER may use its transmission equipment at the site indicated. In addition JOINT USER shall share costs according to the rate schedule in Attachment B.

Pursuant to this assignment, JOINT USER shall be allowed space as specified in the Site Allocation Plan in Attachment A racks for mounting of JOINT USER equipment in existing racks, and access to the existing antenna infrastructure, as well as existing emergency power. The SYSTEM OPERATORS make no claims as to the availability or reliability of emergency power, and will not be held liable for any failure of said emergency power. JOINT USER shall have the ongoing right to upgrade its equipment from time to time at JOINT USER sole expense. The installation of the equipment shall be at JOINT USER expense.

JOINT USER will install its own antenna equipment. JOINT USER must obtain written permission from SYSTEM OPERATORS before installation of JOINT USER antenna infrastructure may occur. The SYSTEM OPERATORS will not unreasonably withhold their permission. JOINT USER shall be liable for any damage which it may cause in the installation process and shall remedy same, at its own expense.

2. **TERMS OF AGREEMENT.** The agreement shall be for a 5-year term beginning on the day of execution of this agreement by EWEB. JOINT USER shall pay fees as outlined in their respective Intergovernmental Agreements. (NOTE: Shared costs may be reduced proportionally if other governmental entities join in the use of the Blanton site during the Term of the agreement) The shared reoccurring costs for the first year of this five year term shall be as set forth in Attachment A, attached hereto and hereby incorporated by reference. Shared costs will be paid within (30) thirty-days following receipt of an invoice.

3. **ADJUSTMENTS TO RATE.** The annual JOINT USER rate shall be adjusted at the completion of every year by increasing the previous year's rate by 2%.

4. **EMERGENCY OPERATIONS AND FUTURE USE REQUIREMENTS.** During the term of this agreement, JOINT USER shall have the right at its discretion to install other communications equipment on a temporary, emergency or permanent basis at the Blanton site in the space provided to the JOINT USER. This right shall extend for a period of ninety days from the install date, at which time JOINT USER must either remove the new equipment entirely or start paying the additional monthly fees listed in Attachment A if the SYSTEM OPERATORS agree to lease the additional space. During this ninety-day period, JOINT USER shall operate their equipment utilizing their antenna duplexer, antenna cable and antenna. If JOINT USER requires the use of THE SYSTEM OPERATORS antenna combining system, then JOINT USER will enter into a separate, short-term cost/rate agreement for the use of same, depending on availability of the system. JOINT USER shall adhere to industry standard engineering practices for proper installation and if any harmful interference occurs to existing users, JOINT USER shall mitigate that interference, or cease and desist all operations at that site until interference is corrected

5. **TERMS OF RENEWAL.** If the Agreement has not been in default, JOINT USER shall have the option to renew this Agreement for an additional 5-year term, which shall be exercised by written notice to the SYSTEM OPERATORS not later than (90) ninety-days prior to the end of the expiring term. The terms and conditions of the Agreement for the renewal term shall be identical with the original term.

6. **ACCESS TO PREMISES AND EQUIPMENT.** JOINT USER agrees to maintain reasonable security on the building allowing only responsible persons on the property. Such persons shall be instructed not to interfere with the existing equipment and to in no way cause damage to either the SYSTEM OPERATORS property or to property of any party. JOINT USER shall notify the appropriate party or parties of SYSTEM OPERATORS or their designees concerning said changes. Neither the SYSTEM OPERATORS nor any joint using parties shall interfere with JOINT USER installed equipment, including intentional disconnection of the power or antenna system without a minimum of one (1) hour prior notification to and authorization from JOINT USER Radio Network Department or Radio Dispatch Center Supervisor. At the time of notification, radio channel(s) and location affected must be provided. JOINT USER equipment shall not be moved from its original installation location by The SYSTEM OPERATORS or tenants without written notification to and written approval from JOINT USER Radio Network Department. The SYSTEM OPERATORS agree to maintain locked steel entry doors and to secure all other building entry and exit points for security purposes. If the building security or steel doors become damaged, The PARTIES shall make repairs or affix alternate security locking devices within twelve (12) hours of discovery or notification, except during inclement weather such as snow, preventing safe travel to the facility. The PARTIES shall hold each other harmless in the event

the site is vandalized or broken into and equipment is lost, stolen or damaged. Each Party shall be responsible to replace or make repairs its own equipment.

7. **POSTING.** JOINT USER shall post, in an appropriate and visible place outside the transmitter housing, copies of all documents of authorization from the Federal Communications Commission (FCC) for the transmitter(s) within the building space. The PARTIES shall ensure all other joint use parties affix, in an appropriate and visible place outside their transmitter housing, copies of all documents of authorization from the FCC for their transmitter(s). In lieu of this, all pertinent documents will be on file at EWEB.

8. **LIABILITY.** Except for its own acts, The PARTIES shall not be held liable to any other party for any loss or damage, regardless of cause. Specifically, but without limiting the generality of the foregoing, the PARTIES shall have no liability for any loss or damage due to personal injury, property damage, libel, slander, or imperfect or unsatisfactory communications experienced for any reason whatsoever. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, JOINT USER will indemnify and hold harmless The SYSTEM OPERATORS from any loss, damage or liability, consequential or otherwise, occasioned by, growing out of or arising or resulting from acts of negligence by JOINT USER, its agents or employees.

9. **IMPROVEMENTS.** Upon expiration or termination of this Agreement, the site remains the property of the SYSTEM OPERATORS. JOINT USER shall have a reasonable time in which to remove any radio equipment. JOINT USER agrees not to make or cause to have made any alterations, changes or improvements to or upon the premises except as expressly authorized herein. Upon the termination of this Agreement, all changes, alterations, additions, repairs or improvements to or upon the subject premise shall become the property of the SYSTEM OPERATORS without liability on its part to pay for same, except, however, that any trade fixtures, shelving, counter, office equipment or other appliances placed in said building may be removed by the PARTIES during the term hereby created.

Any additions, alterations or improvements to the subject premises required by statute, ordinance, regulation or the rules of proper governmental authority shall be furnished and installed by JOINT USER at its sole cost and expense, and if such changes are required as a result of JOINT USER occupancy and the conduct of its business.

10. **TOWER CONTRACTORS.** JOINT USER shall permit only qualified, licensed contractors to climb and service equipment placed on the transmission towers. JOINT USER will provide notification in writing to THE PARTIES of pending work to be performed on towers and the name of the contractor who will perform the work. The insurance carried by the contractor shall protect THE PARTIES, JOINT USER and other tenants and their equipment and shall be of an adequate level as designated by THE SYSTEM OPERATORS. A copy of the insurance will describe the limits that are in force at the time, the work that will be performed and shall be provided to the SYSTEM OPERATORS before the work may be commenced.

11. **INSURANCE REQUIREMENTS OF JOINT USER.** This Agreement is made upon the expressed condition that the PARTIES are to be free from any liability or claims for damages by reason of any injury to any person or persons or to property of any such kind or character whatsoever, including JOINT USER, except any such damage as may be caused by an individual party. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, JOINT USER hereby covenants and agrees to indemnify and hold harmless the PARTIES from any such liability, loss, cost or obligations. JOINT USER further states that it is self-insured under provisions of ORS 30.260 through 30.300 for all liabilities, including personal injury and property damage. JOINT USER further states that it is insured for liabilities the limits of which for this coverage are \$200,000 for bodily injury, \$50,000 for property damage, and \$500,000 combined total for a single occurrence. This coverage will remain in effect during installation and maintenance on the tower, which shall be performed by licensed

tower contractors carrying insurance levels of \$1,000,000. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if such insurance was obtainable at the time of such loss or damage.

12. **HOLD HARMLESS CLAUSE.** Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the PARTIES shall hold the others harmless from any and all claims or demands in any sort and description which may arise from its occupancy of the property and the conduct of its business thereon, including any possible claims resulting from failure to comply with any laws, ordinances or regulations respecting the conditions, use occupancy, sanitation or safety of the subject premises or any part thereof. The PARTIES shall not be liable to each other, however, for damages that result from acts of God that cause damage to the property of JOINT USER or interruption of JOINT USER broadcast operations.

13. **TECHNICAL OPERATIONS.** JOINT USER shall cooperate with the SYSTEM OPERATORS and any other tenants on the subject premises in the installation of all transmitting and receiving equipment so as to avoid interference with other tenants that might cause another tenant to be unable to transmit or receive. The construction, installation and maintenance of all equipment shall be performed to standards set by the Federal Communications Commission, good engineering and electrical practice and The SYSTEM OPERATORS. The SYSTEM OPERATORS shall ensure other joint user parties of subject premises operate their transmitters and electronic equipment with the same technical standards set forth in this agreement.

14. **ELECTRICAL.** Generator electrical power to and including any backup electrical power if installed shall be provided to JOINT USER sufficient to operate JOINT USER equipment. The SYSTEM OPERATORS do not guarantee quantity and or quality of said power. The cost, unless stated otherwise in this document or attachments shall be included in the monthly re-occurring fee's. All provisions of this agreement apply to generator electrical as well as backup power if installed.

15. **DEFAULT, LATE CHARGES, TERMINATION.** If the monthly re-occurring fee's provided for in this Agreement remains unpaid for a period of ninety (90) days after it has become due and payable on any installment, then without additional notice, a late charge of 5% per annum shall immediately be added. In the event the monthly re-occurring fee's owed remains unpaid for ninety (90) days after it becomes due and payable, the SYSTEM OPERATORS shall give written notice to JOINT USER and JOINT USER shall have thirty (30) days to pay said fee's. Following this (30) thirty-day period, and without further notice, this Agreement shall be in default and shall terminate. The SYSTEM OPERATORS shall have the authority to take possession of the subject premises and to hold possession of any or all of JOINT USER property until the resolution of fee payment. The SYSTEM OPERATORS shall have any other remedies as may be available at law or in equity.

16. **TERMINATION.** In the event of damage, destruction, or condemnation of the Premises or any part thereof, which renders the Premises unusable or inoperable, both the PARTIES shall have the right, but not the obligation, to terminate this Agreement and all its duties and obligations hereunder, by giving written notice to the others within thirty (30) days after such damage, destruction, or condemnation. The parties may jointly agree to terminate this Agreement. Either party may terminate this Agreement at any time for any reason or for no reason without liability, except compensation for services previously provided, by giving the other party one hundred and ninety (190) days written notice. After any termination by either party, JOINT USER shall remove their equipment within two hundred and thirty five (235) days of the original written notice to terminate, weather permitting. JOINT USER may leave antenna cables in place when vacating if so desired. Removal delay of equipment due to inclement weather shall not be cause for additional fees charged to the JOINT USER, provided the JOINT USER has stopped all use of the Premises. Weather delay would be any reason caused by weather to prevent safe travel to the site location by means of normal 4-wheel drive vehicle. Each

weather delay will provide the JOINT USER an additional twenty (20) days to remove associated equipment.

17. MAINTENANCE. The maintenance and repairs of the tower and the exterior of the equipment building shall be the responsibility of the Owner (currently Silke Communications). The maintenance and repairs of JOINT USER equipment, including that which is hung on the Owner's tower(s), shall be the responsibility of JOINT USER.

18. WAIVER. No waiver of any breach of any term, covenant or condition of this Agreement shall be deemed the waiver of any subsequent breach of the same or any other term or condition hereof.

19. ATTORNEY FEES. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration using such arbitration process as they may choose at the time and which includes the following conditions:

- The location of the arbitration shall be in Lane County, Oregon;
- Each party shall bear its own costs witness fees and attorney fees;
- Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- Judgment upon award rendered by the arbitrator may be entered in a court in Lane County, Oregon.

In the event any suit, action or proceeding is instituted on this Agreement, the prevailing party shall be entitled in addition to the costs and disbursements provided by law to such a sum as the court may adjudge reasonable as an attorney fee in said suit, action or proceeding or any appeal thereof.

20. BINDING ON HEIRS. This Agreement shall be binding upon the heirs, personal representatives and assigns of the parties hereto.

21. FORCE MAJEURE. Neither Party shall be liable for delays in the execution of its obligations due to causes beyond its reasonable control including but not limited to acts of God, fires, strikes, labor disturbances, floods, epidemics, quarantine restrictions, war, insurrection or riot, acts of a civil or military authority, compliance with priority orders or preference ratings issued by the federal Government, acts of Government authorities with respect to revocation of export or re-export permits/licenses, wrecks, or unusually severe weather. The Party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. In the event of any such delay, the required date of services will be extended for a period of time equal to the period of the delay, or as short a period as is reasonably possible. EWEB may terminate this Contract upon written notice after reasonably determining that such delay or default will likely prevent successful performance of this Contract.

22. OREGON LAWS. The terms of this Agreement shall be so construed according to the terms of the substantive laws (rather than choice-of-law) of the State of Oregon.

23. NOTICE. Any notice required or permitted to be sent hereunder shall be deemed sent when it is deposited in the United States Mail, postage prepaid, addressed to the other party at the following address, or at a new address, if such new address has been given to the other party:

Engineering Department
Eugene Water & Electric Board
500 East 4th Avenue
Eugene, Oregon 97401

Communications Department
Lane County Sheriff's Office
125 E. 8th Avenue
Eugene, OR 97401

Steve Noel
OWIN Group, Anderson Readiness Center
ATTN: Leds P. O. Box 14360
Salem, Oregon 97309

24. EXPIRATION. THE PARTIES mutually agree that time is of the essence and that JOINT USER must execute complete applications to the Federal Communications Commission and all other Governing bodies as needed to relocate facilities to the tower of Premises. The SYSTEM OPERATORS shall have the right to immediately terminate this agreement without penalty to any party if the JOINT USER fails to execute the required applications

25. TOTAL AGREEMENT. It is expressly understood that this agreement contains all the terms, covenants, conditions and agreements between the parties hereto relating to the subject matter of this Agreement, and that no prior agreements or understandings, oral or written, pertaining to the same shall be valid or of any force or effect, and that the terms, covenants, conditions, and provisions of this agreement cannot be changed, altered, or modified or added to except in writing by all of the parties hereto.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE, FUNCTIONALITY, OR PURPOSE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. JOINT USER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY ABOVE USE.

EUGENE WATER & ELECTRIC BOARD

LANE COUNTY

James Wiley
Manager - Electric Operations Director

William A. Van Vactor
County Administrator

Date

Date

Michael McElroy, Project Manager

Russel E. Burger
Sheriff

Date

Date

APPROVED AS TO FORM
Date _____ Lane County

OFFICE OF LEGAL COUNSEL

OREGON STATE POLICE

Ronald C. Ruecker
Superintendent

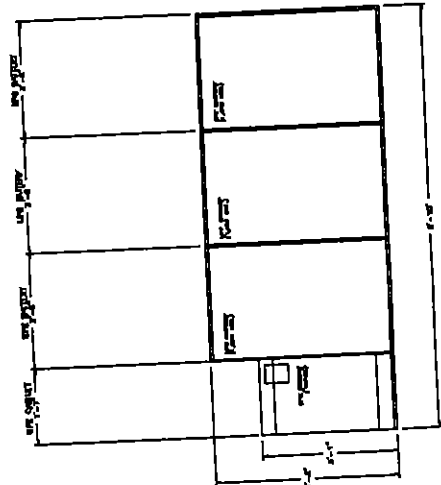
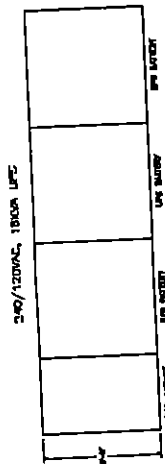
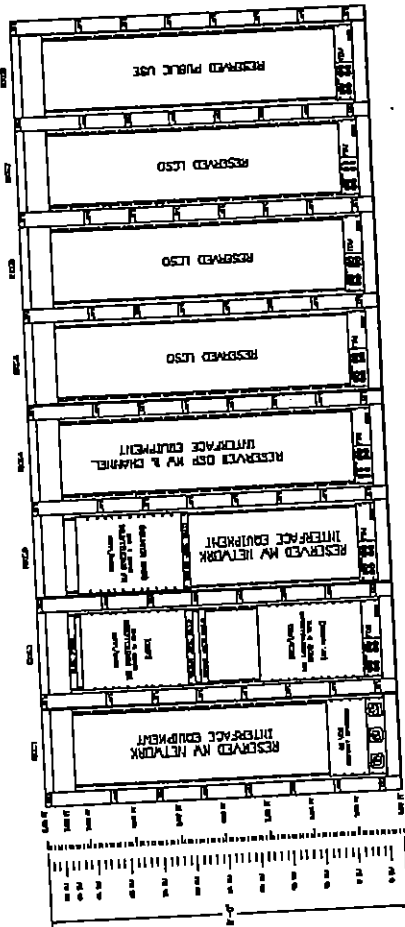
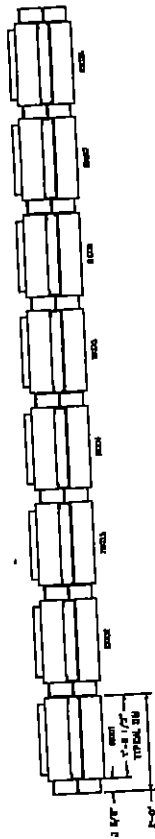
Date

APPROVED AS TO FORM
Date _____ Oregon State

OFFICE OF LEGAL COUNSEL

- ATTACHMENT A.1 -

- NOTES:
1. REFER TO BLANTON RADIO SPECTRUM BROWNS BOX AND NUMBER 8-2002
 2. REFER TO BLANTON RADIO SPECTRUM BROWNS BOX AND NUMBER 8-2002
- CMAA/LEVA _____
 DATE _____
 PUBLIC USE _____

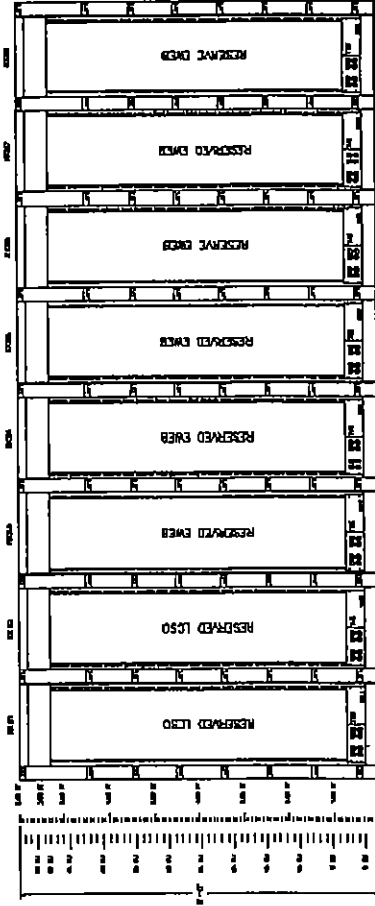
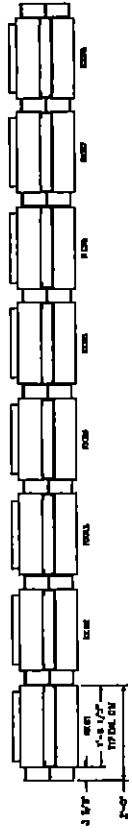
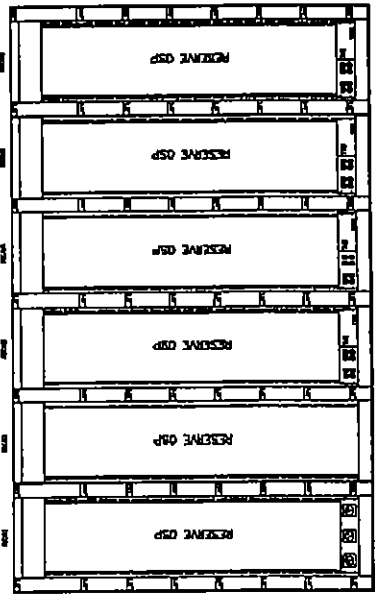


DATE	BY	REVISION	DESCRIPTION
08/15/00	...	1	...
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COMMUNICATION SYSTEMS
 BLANTON RADIO SITES
 EQUIPMENT RACK A & UPG
 18 INCH EQUIPMENT RACK A & UPG
 NOT ASSIGNED D

- ATTACHMENT A2 -

- NOTES:
1. EQUIP TO BE PLACED FROM LAYOUT DRAWING
 2. EQUIP TO BE NUMBERED AS SHOWN
 3. FROM EQUIPMENT PLANS
 4. EQUIP TO BE PLACED IN ROOMS AS SHOWN
 5. EQUIP TO BE PLACED IN ROOMS AS SHOWN
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NO.	DATE	BY	REVISION
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COMMUNICATION SYSTEMS
BLANTON BUILDING
13 HIGH EQUIPMENT RACKS B & C
NOT ASSIGNED

- ATTACHMENT B -

**Recurring Monthly Costs, Blanton
Communications Site
Eugene Water & Electric Board/Lane County
Sheriff's Office
July 20, 2006**

Leased Item	Cost	Note	Count	Cost
Ground Space	\$2 per square foot per month		0	\$0.00
Power				
DC Power	(\$0.12 / Watt) / month		0	\$0.00
AC Power	(\$0.069 / Watt)/ month	Actual recurring power charge to be based on providing tenant with one 15A 120VAC circuit	1800 W	\$0.00
Rack Space				
Individual Racks	(\$150.00 / month)/ rack or cabinet		1	\$0.00
Separate Room in Building	\$3.50 per square foot per month	12' by 15' Room Proposed	0	\$0.00
Antenna System Use	(\$20.83/ transmitter)/ month		0	\$0.00
Data Transport				
Entire T1 Circuit	(\$102.68 + (\$5.92 / air mile)) / month		0	\$0.00
Individual Circuit on T1	(\$8.56 + (\$0.49 / air mile)) / month	Circuit transport charge to be negotiated with Douglas County and paid direct or through Ireland. Cost to be in addition to charges shown here and is estimated below.	0	
Tower Space for Dish Antenna (Based on Available Space)	(\$4.17 + (\$0.08 / feet Above Ground Level)) / month / feet of occupied space (diameter or length of antenna).		0	\$0.00
Tower Space for Whip Antenna	One-fourth of \$4.17 + (\$0.08 / feet Above Ground Level) / month / feet of occupied space (diameter or length of antenna).	15 foot UHF Receive antenna at top	1	\$0.00
Tower Space for Whip Antenna	One-fourth of \$4.17 + (\$0.08 / feet Above Ground Level)/ month /	15 foot UHF Transmit antenna 25' below top	1	\$0.00

feet of occupied space
(diameter or length of
antenna).

\$ 0.00

**Additional Non-
Recurring Costs**

T1 Circuit	One time installation fee of \$500	0	\$0.00
Channel card	One-time installation fee per channel of \$1,250	0	<u>\$0.00</u>
	Total non-recurring		<u>\$0.00</u>