



County of Santa Cruz

0079

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2718 FAX: (831) 454-2710 TDD: (831) 454-2123

BOB WATSON, DIRECTOR

July 11, 2000

AGENDA: August 1, 2000

Board of Supervisors
COUNTY OF SANTA CRUZ
701 Ocean Street
Santa Cruz, CA 95060

CO-LOCATION AGREEMENT - BUILDING SPACE FOR RADIO EQUIPMENT

Dear Members of the Board:

The General Services Department - Technical Services Division is continuing the work necessary for the implementation and hardening of radio receiver sites throughout the County. This work, which is part of the five-channel simulcast system upgrade, enhances and protects the mobile communications capabilities for users in the field. Mobile field communications are presently limited due to the topographical characteristics (mountains, heavy brush/trees) in certain areas within the County. The system upgrade's recommendations have addressed those limitations through a combination of new equipment and additional receiver sites throughout the County radio communications network.

Presently, County equipment is located on the RMC Lonestar property in Davenport as part of the simulcast system. Staff identified that a tower equipment building on the same site would provide more secure environmental protection than that afforded by the County's current arrangement. This building is owned by Dobson Cellular Systems Incorporated, who also has a site lease agreement with RMC Lonestar. Dobson representatives are amenable to the co-location of the County's equipment in their building and are offering the space for no charge.

Board of Supervisors
AGENDA: August 1, 2000
Radio Equipment Co-Location Agreement
Page Two

It is therefore recommended that your Board approve the Co-Location Agreement for building space with Dobson Cellular Systems Incorporated and authorize the General Services Department to execute the contract documents.

Sincerely,

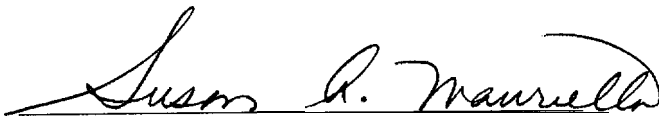


BOB WATSON
Director

BW:NCG:mc

Attachments: Agreements and ADM29

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

cc: Auditor-Controller
County Administrative Office
County Counsel
General Services - Fiscal

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

008 1

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: General Services (Dept.)
Bob We (Signature) 7-13-00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz (Agency)
and Dobson Cellular Systems, Inc., 3910 South Avenue, Youngtown OH 44512 (Name & Address)
2. The agreement will provide equipment storage space
3. The agreement is needed as work can be performed most expeditiously by contract
4. Period of the agreement is from Board approval to June 30, 2001
5. Anticipated cost is \$.00 - N/A (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Section I continuing contract
7. Appropriations are budgeted in N/A (Index#) N/A (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered.
are not will be

N/A

Contract No. CO 00541 Date 7/13/00

GARY A. KNUTSON, Auditor - Controller

By Ronald J. film Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the GSD Director to execute the same on behalf of the County (Agency).

Remarks: G (Analyst)

County Administrative Officer
By Paul Guss Date 7/21/00

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - 4000
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Orig noting Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____

_____ 19 _____ BY _____ Deputy Clerk

COLOCATION AGREEMENT
Building Space

0082

This Agreement made at Youngstown, Ohio on this 20th day of April, 2000 by and between Dobson Cellular Systems, Inc., having an office at 3910 South Avenue, Youngstown, OH 44512, hereinafter sometimes called "Dobson" and Santa Cruz County having an office at 701 Ocean St, Santa Cruz, California, 95060 hereinafter called "Second Party",

WITNESSETH:

WHEREAS, DOBSON owns or leases space on a tower ("the tower") and space in buildings located at Davenport, Calif. Latitude: 37 ° 00' 51" (N) and Longitude: 122 ° 11' 48 " (W), and

WHEREAS, the Second Party represents that it shall, prior to installation of its equipment, obtain in effect all necessary licenses to transmit radio signals from this location for radio transmitting purposes; and

WHEREAS, the Second Party desires to make use of Dobson's tower, all as set forth more fully in this Agreement, to make such transmissions for radio transmitting purposes.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

(1) DOBSON agrees to provide Second Party space in the compound for 3 rack spaces (See Exhibit "B") to be located on the property controlled by Dobson at Davenport, Calif., for Second Party to mount equipment to be operated by Second Party for such radio transmitting purposes. The location of such space shall be determined by DOBSON. Second Party agrees to provide and maintain such equipment which, it is agreed, shall operate on various non-interfering frequencies. See Exhibits.

(2) Second Party is responsible for installation and maintenance of their own metered electrical power supply. DOBSON shall not be responsible or held liable for any failures or disruptions of electrical service not caused by the fault of DOBSON.

(3) DOBSON agrees to provide space on its tower for the Second Party to mount its antennas and transmission lines for such radio transmitting purposes. It is agreed that the antennas and transmission lines will be mounted by the Second Party or subcontractor approved by DOBSON in a position and manner mutually agreeable to DOBSON and Second Party before construction begins. Dobson will supply written specifications prior to construction. See Exhibit "A" for antenna, transmission line, and height specifications. DOBSON shall have no obligation to maintain the above equipment in good operating condition.

(4) In consideration of DOBSON's agreements herein, Second Party agrees to pay DOBSON \$ 0.00 per month in advance on the first day of each month either commencing upon installation of equipment or NA, 2000, whichever is sooner. If Second Party is unable to install its equipment by NA, 2000, it shall have the option to secure its rights under this Agreement by paying a facilities reservation fee of \$ 0.00 per month for a period not to exceed 1 (one) year from the date of this Agreement. Thereafter, if NA equipment has not been installed, the Lease Agreement shall become null and void. DOBSON may, at anytime, by giving written notification to Second Party at its address set forth below, require the Second

Party to deposit with DOBSON an amount equaling the payment to be made by Second Party hereunder for three (3) months, as security for the performance by Second Party of its obligations hereunder. Provided Second Party is not then in default, such security deposit shall be returned to Second Party within thirty days of the expiration or earlier termination of this Agreement.

(5) Nothing contained in this Agreement shall prohibit or restrict DOBSON from entering into agreements with other parties for the provision of space for mounting of transmission lines and antennas or the rental or lease thereof, provided that such provision of space for mounting of transmission lines and antennas or the rental or lease thereof will not interfere with the uses granted to the Second Party herein.

(6) Second Party agrees that if its equipment causes interference in the use by DOBSON and/or communications equipment now or hereafter located on any said towers, Second Party shall immediately cease such interference, and make such changes in equipment as may be needed to correct such condition. If necessary, Second Party shall cease using or relocate its equipment at its own expense. Should Second Party be unable to correct an interference problem occasioned by the use of its equipment, it must remove said equipment from DOBSON's property, and it shall be entitled only to a pro rata refund of any payment made hereunder. The obligations and covenants of Second Party under this paragraph are exclusive to Dobson. Second Party shall not be responsible to correct interference to any third parties' equipment installed after the effective date of this Agreement unless interference is a direct result of a malfunction in Second Parties' equipment.

(7) Second Party shall provide, through the local telephone company, or others, any lines necessary for Second Party's operation. Such lines, when installed on the property of DOBSON, shall be installed on a routing acceptable to DOBSON.

(8) DOBSON reserves the right to inspect any electrical installations made by Second Party, and, at the reasonable expense of Second Party, to make such changes therein as may, in the opinion of DOBSON, be necessary to protect persons or property from danger of injury, but DOBSON shall be under no obligation to make such inspection. DOBSON also reserves the right to require the presence of a DOBSON employee or representative when work is being performed in any DOBSON owned building or on tower by Second Party or a representative of Second Party and to charge Second Party for reasonable expenses and overhead. Second Party shall, when possible, provide DOBSON 24 hours advance notice of its intent to perform routine maintenance to its equipment.

(9) It is understood and agreed that there is no guarantee or warranty whatsoever by DOBSON concerning the performance or coverage resulting from Second Party's use of said tower and associated facilities.

(10) Second Party agrees that it shall, prior to the installation of its equipment, obtain and maintain in effect during the term of this Agreement, all licenses and permits necessary for the operation of its equipment.

(11) Second Party warrants that its installations and all work by it shall cause no damage to the tower or to any other property of DOBSON. Second Party shall indemnify, protect, defend, and hold harmless DOBSON from and against any damages to property of DOBSON which may arise out of or be caused by any act of Second Party, or its agents or which may arise out of or be caused by the maintenance, presence, use, or removal of any equipment owned or provided by Second Party and will pay DOBSON the amounts necessarily spent by

DOBSON in repairing or replacing such property of DOBSON so damaged. Second Party shall indemnify, protect, defend and hold harmless DOBSON from and against any and all losses, claims, lawsuits, judgments, and demands whatsoever, including the cost of investigation and attorneys' charges, which may arise out of or be caused by ~~any~~ negligence of Second Party or by the maintenance, presence, use, or removal of any equipment owned or provided by Second Party; provided, however, that Second Party will not be responsible for any damage to any property owned or provided by DOBSON or for any loss of business of any nature whatsoever suffered by DOBSON resulting from fire, windstorms, lightning or any act of God, or resulting from any loss of electric power not caused by the negligence of Second Party or any of its employees. Second Party agrees to obtain and maintain in effect during the term of this Agreement a policy of public liability insurance in which DOBSON and Second Party shall each be named as parties insured, which policy shall protect Second Party and DOBSON from claims in an amount not less than \$100,000 for personal injury, including death, to any one person and subject to the same limit for each person in an amount not less than \$300,000 for any one occurrence, and from any claims for property damage in an amount no less than \$100,000 each occurrence, \$100,000 aggregate, from operations under this Agreement by Second Party, or any one directly or indirectly employed by Second Party. Second Party shall, promptly furnish to DOBSON one copy of a certificate of insurance issued in favor of DOBSON evidencing such insurance coverage.

(12) DOBSON will not be responsible for any damage to any property owned or provided by Second Party or for any loss of business or damages of any nature whatsoever suffered by Second Party resulting from fires, lightning, windstorm, or any act of God, or resulting from any loss of electric power or not caused by the negligence of DOBSON or of its employees. DOBSON's liability, in the event of any loss or damages of any nature caused by the negligence of DOBSON or of its employees, shall not extend beyond (1) the amount of any physical damages to the Second Party's equipment caused by such negligence, and (2) the refund of a pro rata portion of Second Party's payments made hereunder for any time period Second Party is, as a result of such negligence, unable to make the transmissions for radio transmitting purposes which this contract is intended to permit.

(13) Upon any failure of the Second Party to make any payment within ten (10) days following the day on which such payment shall become due hereunder, or to perform any obligation required hereunder, or if Second Party does not have in effect any license required for its operation hereunder, DOBSON may terminate Second Party's rights under this Agreement by giving thirty days written notification by certified U.S. mail, return receipt requested, to the Second Party at its address set forth below. If Second Party fails to cure any such default within such period, then the termination shall become effective at the end of said thirty days. Second Party may terminate Agreement if it is unable to obtain or maintain any license pen-nit of other approval for its operations at the site, or if the site becomes undesirable for its operations for technological reasons, such as unresolvable signal interference. Upon any cancellation by DOBSON or Second Party under this paragraph there shall immediately become due to DOBSON from Second Party all amounts which would have become due to DOBSON during the 120 days following such termination if DOBSON or Second Party had not so terminated Second Party's rights hereunder. Failure by DOBSON to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment by DOBSON of any such terms or conditions.

(14) This Agreement shall become effective on NA, 2000, if not previously terminated by DOBSON or Second Party in accordance with the provisions hereof, shall continue in effect for a term of five years. Provided, however, that if Second Party is not in

default in keeping and performing any of the covenants hereunder, Second Party shall have the right and option to renew this Lease Agreement for 2 additional periods of five years provided that Second Party shall notify LESSOR of its intent to renew not less than six months prior to the expiration of the initial term hereof. Either party may, at any time during the term of this Agreement, give the other 120 days notice of its intention to cancel this Agreement. This 120 day notice shall be given by Registered US Mail at the address listed in the Agreement. If the parties agree to cancel the Agreement, Second Party must have its equipment removed in its entirety by the end of the 120 day notice period.

0085

(15) Notwithstanding anything contained in the foregoing, the rental rate shall be adjusted annually during the term of this Agreement or any extension thereof. The first such adjustment shall be made effective on the first day of the thirteenth month following the effective date indicated in paragraph #14 hereof and subsequent adjustments shall be made annually thereafter. The adjusted rental rate shall be calculated by multiplying the base rental rate set forth in Paragraph 4, or any amount which may have been substituted therefor by agreement of the parties, by a fraction of the numerator of which shall be the CPI for the eleventh month following the effective date or of each anniversary of that date and the denominator of which shall be the CPI for the second month preceding the effective date. Provided, however, that no adjustment shall be applied which would reduce the rental rate below the amount set for in Paragraph 4 or any amount which may be substituted therefor by agreement of the parties. As used herein, "CPI" refers to the Consumer Price Index for Urban Wage Earners and Clerical Workers - United States - All Items (1982-84=100) published by the Bureau of Labor Statistics, U.S. Department of Labor, which is customarily published in the middle of the month following that to which it applies.

In addition to the foregoing, all taxes such as sales tax and use tax arising out of the operation of the Second Party, shall be paid by the Second Party.

(16) Upon any termination of this Agreement or any termination of Second Party's rights under this Agreement, Second Party shall immediately remove its transmitter and any other property owned by it from the premises of DOBSON. If not removed, DOBSON shall have the right to remove them at the cost and expense of Second Party and without any liability therefor.

(17) Second Party understands that the equipment building owned by DOBSON may be a restricted access building and that only DOBSON personnel and approved agents of DOBSON shall have unrestricted access rights. Any other parties requiring access to the premises must make prior arrangement for an escort onto the premises. DOBSON will impose charges for any such escort service at the prevailing rate in effect for the time period that the service is provided. A list of these rates will be provided upon request.

(18) DOBSON hereby waives any and all right of distress and/or distraint with respect to the leased premises and easements.

(19) This Agreement shall be binding upon the successors and assigns of the parties hereto; provided, however, that Second Party shall not assign or transfer its rights hereunder except with the consent of DOBSON first obtained, which consent shall not be unreasonably withheld.

(20) Pursuant to FCC rules whereby one party may be assigned as the party responsible for conforming to all FCC requirements of Part 17 regarding obstruction marking and lighting of antenna structures we hereby confirm the designation of licensee Dobson Communications, Inc. as the responsible licensee. This does not supersede any other

(21) All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, sent by an overnight courier providing proof of service, or mailed, certified mail, return receipt requested, to the following addresses:

If to Dobson Cellular Systems, Inc.

Dobson Cellular Systems, Inc.
3910 South Avenue
Youngstown, OH 44512
(330) 565-5000
Attention: Leasing Department

If to Second Party:

County of Santa Cruz
GSD/ Radio Room 330
701 Ocean St.
Santa Cruz, CA. 95060
Attention: Bob Erbe

(22) This Agreement constitutes the entire Agreement of the parties hereto and supersedes any and all offers, negotiations and agreements.

In the presence of:

Dobson Cellular Systems, Inc.

By: _____
Timothy J. Duffy,
Chief Technical Officer,
Senior Vice President
of Network Operations & Engineering

In the presence of:

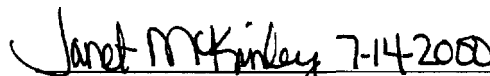
By: _____

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



County Counsel

 7-14-2000

Risk Management

[Legal Description or a drawing of Premises to be attached as
Exhibit "B" to this document.]

0087

Three racks of equipment to include 5 base/ repeaters stations with associated antenna combining equipment and required leased T-I hardware. Hardware was installed under direction of Steve Clark and completed to Cellular 1 specifications under direction of Roger Gonzales.