

MEMORADNUM OF UNDERSTANDING (MOU)

A Memorandum of Understanding (MOU) between the City of Sweet Home, herein after referred to "City" and Sweet Home School District #55, herein after referred to "District".

WHEREAS, City has property located at 182 21st Avenue Sweet Home, OR 97386 (herein after referred to as 10th Avenue Reservoir site) in which municipal water storage reservoirs and City radio transmission infrastructure is located, and;

WHEREAS, City has legal access to said property via a private access easement with adjacent property owner(s) that requires annual financial compensation from City in exchange for access by City and its contractors and for the care and upkeep of said access easement, and;

WHEREAS, the District desires to utilize existing radio tower infrastructure currently owned by the City of and located at the 10th Avenue reservoir site for the purposes of placing their own radio antenna and other relevant radio equipment for District purposes, and;

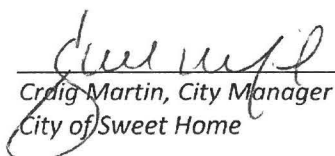
WHEREAS, the City believes that it is in the best interest of the citizenry of this community to have the District school buses in reliable and consistent radio communication with the District Transportation facility for safety and utility purposes, and;


WHEREAS the City and District desire to enter into this MOU outlining and describing the terms of condition and compensatory use of City property, specifically its radio tower and equipment infrastructure, for District radio communication purposes.

Now THEREFORE, the City and District agree to the following:

1. City shall not be responsible for any/all District equipment placed on or in existing radio equipment, building and/or infrastructure;
2. District shall ensure the placement of District equipment shall not interfere with the regular and consistent operation of City equipment currently in place now and/or in the future. District shall utilize City contractor for any/all placement, repair, maintenance of District equipment described herein for the entire duration of this agreement;
3. District shall not utilize any other contractor for the installation, maintenance, repair, and/or replacement of District equipment identified herein without prior written approval of the City;
4. Any installation, maintenance, repair, and/or replacement needed for or on District equipment as described herein shall be done by City contractor or City employee(s) in the course of normal City business;
5. No property access keys will be given to the District and all District access must be accompanied by City contractor and/or City employees in the course of normal City business;
6. For use of the City radio and communication equipment infrastructure, District shall share in the annual cost of the access easement City has with adjacent property owner for legal access to the site where equipment will be used by District and for purposes of this MOU, the District will be responsible for 20% of the annual cost to the City;
7. For use of the City radio and communication equipment infrastructure, the District shall pay the City the sum of two hundred thirty one and 69/100 dollars (\$231.69) per year for said MOU. Each year shall begin on the 1st day of July with the first year of this MOU to be the 1st day of July 2014. The District shall pay the City the said payment by the first day of August of each year. The amount to be paid annually to the City shall be adjusted every five (5) years in proportion to the percentage rise in the "National Consumer Price Index, for all urban consumers", herein called the "CPIU". When the adjustment for payment to the City is made, the CPIU for February of that year will be used and compared to the CPIU for February 2014; which is 234.78.
8. This agreement may be terminated by either the City or District with sixty (60) days written notification to the other party and any payments received for the year will be pro-rated upon date of removal of District equipment.

Dated this 30th day of June, 2014


Craig Martin, City Manager
City of Sweet Home


Don Schrader, Superintendent
Sweet Home School District #55