

SNOHOMISH COUNTY 9-1-1

MASTER LICENSE AGREEMENT

This **MASTER LICENSE AGREEMENT** ("Agreement"), by and between **SNOHOMISH COUNTY 9-1-1**, a Washington inter-local non-profit corporation ("**Licensor**"), and Everett Police Department, a Washington city ("**Licensee**"). Licensor and Licensee may be referred to where appropriate individually as a "**Party**" or collectively as the "**Parties**."

WITNESSETH:

WHEREAS, Licensor owns or has other legal rights to certain property (land, improvements to that land, and structures on that land); and

WHEREAS, Licensee wishes to obtain a non-exclusive license to use certain portions of Licensor's property for purposes of locating unmanned communications and direct support equipment and related Licensee-owned buildings, shelters, antennae support structures and utilities, all as more specifically described in the applicable Site License Agreement ("**Communications Facilities**") on such property; and

WHEREAS, the specific portion of Licensor's property at each individual location licensed to Licensee will be referred to individually as a "**Site**" and collectively as the "**Sites**" as identified in this Agreement; and

WHEREAS, Licensor and Licensee both agree to cooperate consistent with the terms of this Agreement to allow Licensee to locate its Communications Facilities on the property.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. ENTIRE LICENSE AGREEMENT

This Agreement contains the terms and conditions upon which each Site is licensed by Licensor to Licensee. When the Parties agree on the particular terms for a Site, the Parties will execute a completed Site License Acknowledgment ("**SLA**") in the form attached as **Exhibit A**. Each executed SLA is deemed to be a part of this Agreement. The specific terms and conditions of each SLA will govern and control if there is a discrepancy or inconsistency between the terms and conditions of any SLA and this Agreement. Licensee may record a memorandum of the SLA. Upon termination of the SLA for any reason, Licensee will record a notice of termination of the SLA if Licensee previously recorded a memorandum of the SLA.

2. USE

Subject to the terms and conditions contained in this Agreement and the SLA relating to the Site, Licensor grants a license to Licensee and Licensee accepts a license from Licensor for

the Site(s).

2.1 A Site may be used by Licensee only for the installation, operation, upgrading, repair, maintenance and removal of the Communications Facilities as specifically described in the applicable SLA. Such installation, repair, operation, upgrading, maintenance and removal by Licensee at the Site shall be lawful and in compliance with all applicable laws, orders, ordinances and regulations of federal, state, and local authorities having jurisdiction.

2.2 Licensee shall, at its sole cost and expense (including the cost of any necessary testing of and/or modifications to Licensor's equipment), install, maintain, remove, upgrade and operate at the Site only the Communications Facilities specified on the applicable SLA. Licensee must install, operate, and maintain the Communications Facilities in a manner that does not interfere in any way with the existing or future operations on the Site of Licensor or any other existing users of the Site, and in accordance with all applicable requirements set forth in this Agreement. Licensee shall not use or permit any use of a Site that will in any way:

- (a) Conflict with any applicable law, statute, regulation, ordinance, rule, order or other requirement, now or hereafter in effect, of any governmental authority; or
- (b) Cause or constitute any nuisance, noxious odors, unsafe condition or waste in or about the Site; or
- (c) Interfere with the rights, operations, or disturb the quiet enjoyment of Licensor, other users of the Site, or any other person lawfully on the Site; or
- (d) Cause a cancellation, increase the premiums for or deductible under, or otherwise affect any fire, casualty, property, liability or other insurance covering the Site.

Licensor has the right to define the level of reasonable coordination required for the installation, maintenance, and repairs of Licensee's Communications Facilities. Such levels of coordination shall be defined within each SLA. Licensor will respond to Licensee's request regarding coordination of the installation of Licensee's Communications Facilities within thirty (30) days after receiving Licensee's request.

2.3 Licensee acknowledges that the license to use the Site is secondary to Licensor's operations, maintenance, and related activities, which are the primary uses of the Site.

2.4 Nothing in this Agreement shall prohibit Licensor from entering into agreements with third parties for the use of the Site for communication and other purposes; provided that any equipment proposed to be installed on the Site shall be subject to requirements substantially equivalent to those set forth in Section 9.

2.5 Prior to the execution of any SLA, Licensor shall, at Licensee's expense, execute such appropriate engineering studies and facilitate the creation of design documents and applications

as may be required (i.e., by virtue of Licensor's ownership of or rights in the Site) for any governmental agency with jurisdiction in order for Licensee to obtain the necessary licenses, permits or other approvals from such governmental agency to use the Site as contemplated by this Agreement and the applicable SLA; provided, however, that Licensor shall not under any circumstances be obligated to execute any application or other document that, in Licensor's reasonable judgment, will in any way impair, limit or adversely affect Licensor's rights in or ownership or use of the Site or which creates an unjustifiable liability to Licensor.

2.6 At certain Sites, all authorized Licensee employees who require access to the Site may be required to successfully pass a criminal background check. Those Licensee employees who do not successfully pass the criminal background check will be excluded from Site access.

2.7 Licensee shall submit its construction and installation plans and list of contractors and subcontractors for written approval by Licensor prior to any construction or installation work on the Site. These plans and specifications will be attached as an exhibit to each SLA. These plans and specifications will be updated as submitted by Licensee and approved by Licensor and will become part of the SLA for the Site. Licensor's approval shall not constitute a warranty of such plans and/or contractors and subcontractors or the assumption of any liability for such plans and/or contractors and subcontractors by Licensor.

2.8 Any structural enhancements to the Site required for Licensee's Communications Facilities shall be at Licensee's sole risk and expense. At completion, such structural enhancements shall become the property of Licensor and subject to the provisions of this Agreement and documentation to that effect shall be provided by Licensee upon the request of Licensor.

2.9 Licensee shall provide all labor for the installation, maintenance and repair of Licensee's Communications Facilities on the Site.

2.10 After initial installation of Licensee's Communications Facilities, Licensee shall not, without prior written notice to and approval from Licensor, perform or arrange to perform any activities on the Site. Emergency repairs required to repair significant outages are permitted, provided Licensor is notified immediately follow such work and that no changes are made in any aspect of the Communications Facilities or frequencies.

3. TERM

The initial term of this Agreement ("**Initial Term**") is fifteen (15) years commencing on the Effective Date – which is defined as the later date of the two signatures which authorize this Agreement below. Each SLA shall have its own effective date and term, as defined in the applicable SLA.

A "**Renewal Term**" of five (5) years is allowed as a part of this Agreement and may be granted by the Licensor upon receiving the request of the Renewal Term by the Licensee. Should the Licensee choose not to request a Renewal Term, the Licensee will be responsible to remove all Communications Facilities by the completion of the Initial Term.

4. TERMINATION

4.1 Termination by Licensor with Cause: In addition to any other rights to terminate an SLA or this Agreement, Licensor has the right to terminate an SLA and all of Licensee's rights to the Site upon fifteen (15) days' written notice to Licensee if any Communications Facilities placed on the Site by Licensee unreasonably interferes with any equipment located on the Site, in the sole discretion of Licensor, and Licensee fails to resolve the interference to the satisfaction of Licensor within fifteen (15) days of the date of such notice or if the lessor of the underlying lease (if applicable) revokes its consent to the SLA. In emergency situations, as determined in the reasonable discretion of Licensor, Licensor may turn off Licensee's equipment immediately without prior notice but must give written notice to the Licensee as soon as practical.

4.2 Termination by Licensee with Cause: In addition to any other event of termination of an SLA or this Agreement, Licensee shall have the right to terminate an SLA upon thirty (30) days prior written notice to Licensor upon the occurrence of any of the following: (i) any certificate, permit, license, or approval specified in the SLA is rejected, (ii) any certificate, permit, license, or approval specified in the SLA cannot be obtained in a timely fashion, or (iii) any previously-issued certificate, permit, license, or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency, provided that Licensee has used its best efforts to keep such certificate, permit, license, or approval in force.

4.3 Annual Fees if Early Termination: If the Licensee terminates this Agreement or an SLA prior to either the Initial or Renewal Term ending date with or without cause, or if Licensor terminates this Agreement or an SLA prior to either the Initial or Renewal Term ending date with cause, any prepaid Annual Fees (as described in Section 5 below) shall be retained by Licensor along with annual fee payments made through the end of the current term, if pre-paid. If Licensor terminates this Agreement or an SLA prior to either the Initial or Renewal Term ending date without cause, any prepaid Annual Fees will be refunded to Licensee on a pro rata basis based on the termination date of the Agreement or applicable SLA.

4.4 Termination of Agreement without Cause: Either Party may terminate this Agreement upon one hundred and twenty (120) days written notice to the other Party.

4.5 Damage or Destruction: Upon destruction or partial destruction that renders the Site unable to be used for its intended purpose, Licensor is not under any obligation to reconstruct or repair said Site and Licensor or Licensee may terminate the SLA. Any Annual Fees collected for the Site will be returned to the Licensee on a pro rata basis.

4.6 Licensee's Insolvency: Licensor may terminate this Agreement upon Licensee's insolvency if Licensee is the subject of an involuntary bankruptcy proceeding or commences a voluntary or involuntary bankruptcy proceeding or makes an assignment for the benefit of creditors or if a receiver or other liquidating officer is appointed for Licensee.

4.7 Licensee's Breach:

- (a) Licensors may terminate this Agreement upon thirty (30) days' prior written notice to Licensee if Licensee fails to pay any fees by the tenth (10th) day of the month that it is due.
- (b) Licensors may terminate this Agreement if Licensee breaches or fails to perform or observe any of the terms and/or conditions of this Agreement, other than payment of fees, and fails to cure such breach or default within thirty (30) days after written notice from Licensors or such longer period, up to sixty (60) days, as may be reasonably required, within Licensors's reasonable discretion, to complete a cure commenced within the provided cure period and being diligently and continuously pursued by Licensee.

4.8 Notice of Termination: Notice of termination shall be provided in accordance with Section 4.

4.9 Nonexclusive Remedy: Termination under this Section shall be in addition to and not in limitation of any other remedy of Licensors at law or in equity. Termination shall not release Licensee from any liability or obligation with respect to any matter occurring prior to such termination.

5. FEES

5.1 ANNUAL FEE

The "Annual Fee" shall mean the sum of the annual fees for all Sites as calculated in accordance with the applicable SLAs and the following:

- (a) The Annual Fee shall be due and payable on the first day of the first month following the anniversary of the Effective Date of this Agreement, unless installment payments are explicitly provided for in the applicable SLA.
- (b) Unless otherwise explicitly provided for otherwise in the applicable SLA, the initial Annual Fee for each Site will be payable on or before the Commencement Date of the SLA and shall be prorated for that initial year to coincide with the anniversary of the Effective Date of this Agreement; and
- (c) Should the Licensee fail to remove its Communications Facilities from a Site upon the termination date or term expiration, the Annual Fee for each Site will continue past any termination of the SLA (and shall be prorated) until all of the Communications Facilities are removed from the site and the restoration of the Site has occurred according to this Agreement.

5.2 APPLICATION FEE

With respect to any Site which Licensee is or may be interested in licensing pursuant to this Agreement, Licensors shall provide, at the request of and at no charge to Licensee, general

information pertaining to such Site such as its availability, ownership status and/or applicable easement rights, availability of utilities, and Licensor's plans for usage of the Site to the extent available, and subject to change without notice.

Any further request for more detailed information, site inspection(s), and/or submittal of a proposed SLA regarding such Site shall be accompanied by a nonrefundable Application Fee in the amount set forth in **Exhibit B**, which shall cover the average Licensor costs of processing such request for site availability, including one site inspection by Licensee or representatives, preparation of additional information, and/or proposed SLA. Licensee requests to modify existing Communications Facilities shall be accompanied by a nonrefundable Application Fee in the amount set forth in **Exhibit B**, which shall also cover the average Licensor costs to prepare cost estimates, obtain necessary permits, determine construction needs, and other miscellaneous costs related to such modifications.

FCC licenses are to be provided by Licensee and are not the responsibility of Licensor to obtain.

5.3 ADJUSTMENT OF FEES

The Annual Fee and Application Fee for a Site will be adjusted as provided on **Exhibit B**.

5.4 OTHER REIMBURSABLE FEES

From time to time, Licensee may request assistance with matters regarding the Site. Without limiting the generality of the foregoing, Licensor cost amounts recoverable by Licensor hereunder shall consist of reasonable and satisfactorily documented applicable engineering, construction, supervision, and administrative overheads, transportation, employee expenses, reproduction and/or graphic services, supplies, telephone service, and other expenses. All costs shall be documented in sufficient detail when invoiced to Licensee.

5.5 INTEREST

If Licensee fails to pay any fee within thirty (30) days of when due, such amount will bear interest until paid at the rate of one and one-half percent (1.5%) per month or at the highest rate permitted by law, whichever is lower.

5.6 LATE FEE

If Licensee fails to pay any fee within thirty (30) days of when due, Licensor may require that Licensee pay to Licensor a late fee of \$150 per month until the payment is received. The late fee is in addition to the interest Licensor may assess under Section 5.5 of this Agreement.

5.7 OTHER AMOUNTS

Any sums due to Licensor under this Agreement are subject to the interest charges and late fees specified in this section and any other provisions of this Agreement which address License Fees.

6. SITE LICENSE APPROVAL

6.1 Licensee has the right at its sole cost and expense to erect, maintain, replace, and operate at each Site only those Communications Facilities specified on the applicable SLA. Prior to commencing any installation or material alteration of a Site, Licensee must obtain Licensor's written approval of a completed SLA, in the form attached as Exhibit A, for the Site; provided that such approval or disapproval shall be granted in the sole discretion of Licensor.

6.2 In the event that Licensor gives its written consent to a proposed SLA or to proposed modifications to an existing SLA, Licensee shall install the Communications Facilities in strict accordance with:

- (a) Such proposed SLA or SLA Amendment;
- (b) The proposed site construction drawings (assumed part of the SLA);
- (c) Any conditions or qualifications specified by Licensor in its consent, including but not limited to the requirement for Licensee to hold community meetings with the affected neighborhood;
- (d) Such license/permit requirements and specifications and all applicable laws, regulations, and orders; and
- (e) The provisions of this Agreement, to the extent this Agreement is not inconsistent with the SLA.

6.3 Licensee shall reimburse Licensor for any and all reasonable costs and expenses reasonably incurred by Licensor in connection with services performed by Licensor at the request of Licensee (whether prior to or after the submittal of a proposed SLA) within thirty (30) days after submittal of a statement of such reasonable costs and expenses and reasonable supporting documentation. Without limiting the generality of the foregoing, amounts recoverable by Licensor hereunder shall consist of reasonable and satisfactorily documented applicable engineering, supervision, and administrative overheads, transportation, employee expenses, reproduction and/or graphic services, supplies, telephone service, and other reasonable and satisfactorily documented expenses.

6.4 Any structural work on a structure on the Site, or any work involving a material alteration of any portion of the Site, must be approved by Licensor. Licensor may choose to perform the structural analysis itself or may require a structural analysis to be performed by a licensed structural engineer and submitted for a peer review as selected by Licensor, in either case at Licensee's sole cost and expense. For purposes of the foregoing, Licensee's

subsequent changing out of Communications Facilities previously installed at a Site with Communications Facilities of substantially the same size in the course of repairs or upgrading of electronic ground equipment within the ground space license area and not involving trenching on Licensor's property will not be deemed to be a material alteration; provided, however, that any changes to equipment on the structure such as increase in the number of antennae or coax at a Site or change in the height, physical size, or placement of such antennae shall be deemed a material alteration.

6.5 In the event Licensee shall install or materially alter any Communications Facilities or portion thereof on Licensor's property or facilities without obtaining Licensor's written approval of an SLA or SLA Amendment relating to such installation or material alteration, Licensee shall pay in addition to any other fees a retroactive monthly charge for each month of such unauthorized installation in the amount set forth in **Exhibit B**. In addition, Licensee shall immediately submit to Licensor an application for such installation or alteration and, to the extent a mutually acceptable SLA or SLA Amendment cannot be negotiated within a reasonable period of time, shall promptly remove such facilities (or, with respect to materially altered facilities, shall return such altered facilities to the state specified in the original SLA) upon written notice from the Licensor. In the event Licensee cannot provide documentation satisfactory to Licensor, in Licensor's sole discretion, as to the actual date of such unauthorized installation or alteration, Licensee shall be liable for accrued charges for such installation or alteration for a period of five (5) years preceding the date of discovery by Licensor of such unauthorized installation or alteration.

7. SITE ACCEPTANCE

7.1 For purposes of Section 7.2 below, Licensee will be deemed to have accepted the Site only at the time Licensee commences installation of the Communications Facilities at the Site pursuant to the SLA approved by Licensor; provided that Licensee's failure to so accept such Site shall not be grounds for termination of the SLA relating to such Site except as provided in Section 4. Conducting feasibility and cost assessments and other inspections on the Site is not deemed to be acceptance.

7.2 Acceptance of the Site by Licensee is conclusive evidence that Licensee:

- (a) Accepts the Site as suitable for the purpose for which it is Licensed;
- (b) Accepts the Site and any structure on the Site and every part and appurtenance thereof AS IS, with all faults; and
- (c) Waives all claims against Licensor in respect of defects in the Site and its structures and appurtenances, their habitability or suitability for any permitted purposes, except:
 - (i) As expressly provided otherwise in this Agreement;
 - (ii) To the extent the claim results from the intentional or negligent act of Licensor, its employees, agents or contractors; or

- (iii) If resulting from a known claim by a third party not identified by Licensor in its representations under this Agreement.

7.3 Licensor does not warrant the suitability of any particular Site for the purposes for which Licensee may desire to use it; nor does Licensor warrant the adequacy of any Site's location, its condition or the condition of any structure or appurtenances for any purpose. Licensee takes each Site "AS IS," "WHERE IS" and "WITH ALL FAULTS."

8. PERFORMANCE OF THE WORK

8.1 The installation, maintenance, repair, relocation and removal of Communications Facilities and other work performed in connection with this Agreement is collectively referred to herein as the "**Work**".

8.2 Except as otherwise agreed upon by the Parties in writing, and subject to the coordination requirements, Licensee shall furnish all personnel, supervision, labor, transportation, tools, equipment, and materials for performance of the Work. All Work will be undertaken at Licensee's sole cost and expense. Licensee shall expeditiously and efficiently perform the Work in accordance with the SLA and the provisions of this Agreement. Except with Licensor's consent, Licensee shall not independently hire any Licensor employee to perform any of the Work (e.g., other than in the course of his or her employment with Licensor with respect to Work that Licensor agrees to perform for Licensee).

8.3 Licensee shall perform the Work in a workmanlike and skillful manner and in conformance with such license/permit requirements and specifications and all applicable laws and the regulations, orders, and decrees of all lawfully constituted bodies and tribunals with jurisdiction thereof pertaining to the construction, operation, and maintenance, including without limitation, the requirements of the latest edition of the National Electrical Safety Code and Licensor's specifications.

8.4 Licensee shall promptly and satisfactorily correct or replace any Work or Communications Facilities found to be defective or not in conformity with the requirements of this Agreement. If Licensee fails or refuses to perform any Work required by this Agreement or to make any such corrections or replacements, Licensor may, after ten (10) days' written notice to Licensee (or sooner, upon Licensor's determination of an emergency), perform such Work and make such corrections and replacements in coordination with Licensee at Licensee's sole risk and expense and Licensee shall reimburse Licensor for the entire expense thereby incurred.

8.5 Installation of the Communications Facilities must not adversely affect the structural integrity or maintenance of the Site or any structure or improvement on the Site and the resulting Communications Facilities on the Site shall be reasonably inconspicuous.

8.6 The Work is subject to preemption by Licensor due to Licensor's work to restore its operations on the Site; however, such preemption shall occur only in an emergency situation,

as reasonably determined by Licensor, and with reasonable notice to Licensee (within twenty-four (24) hours) of such emergency. Upon the occurrence of preemption, the annual fee shall be abated on a prorated basis for the duration of the preemption, or Licensee may terminate the SLA upon fifteen (15) days' notice to Licensor.

8.7 Licensee shall ensure that all personnel who perform the Work are fully experienced and properly qualified to perform the same and will provide a Job Hazardous Analysis report and/or Tower Climbing Certifications upon request.

8.8 Licensee hereby acknowledges that Licensor may employ workers covered by one or more collective bargaining agreements. In the event of any actual or potential labor dispute between Licensor and its workers that is, in whole or in part, based upon or otherwise arises out of the performance of the Work or this Agreement, Licensee will cooperate with Licensor as is reasonable.

8.9 Licensee shall, at all times, keep the Site reasonably cleared of all rubbish, refuse, and other debris and in a neat, clean and safe condition. Upon completion of any portion of any of the Work, Licensee shall promptly remove all rubbish, refuse, debris and surplus materials.

8.10 The Work and the Communications Facilities (i.e., as it relates to the Work) shall at all times be subject to reasonable visual inspection by Licensor. No inspection, delay, or failure to inspect, or failure to discover any defect or non-compliance by Licensor shall relieve Licensee of any of its obligations under this Agreement. Licensor may test the Work and the Communications Facilities upon twenty-four (24) hour prior notice to Licensee. Licensee may have a representative present at any testing of the Work and/or the Communications Facilities.

8.11 Licensee shall notify Licensor promptly in writing when Work is complete.

8.12 Licensee shall provide "as-built" drawings to the Licensor within ten (10) days from completion of the Work.

8.13 Licensee shall give immediate attention to, and shall use reasonable efforts to promptly, courteously, and equitably respond to, adjust, and settle (without obligating Licensor in any way), all complaints received by Licensee or Licensor from third parties arising out of or in connection with performance of the Work and/or health or safety concerns pertaining to Licensee's Communications Facilities. Licensee shall promptly notify Licensor of all such complaints, identify who the Licensee point of contact is and any action taken (or to be taken) in connection therewith. In handling any complaints, Licensee shall respond to the customer within twenty-four (24) hours of receipt of the complaint and use its best efforts to maintain and promote good public relations for Licensor.

9. MINIMUM STANDARDS FOR COMMUNICATIONS SITES

9.1 Licensor retains the right to visually inspect Licensee's Communications Facilities at

any reasonable time to ensure compliance with Site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.

9.2 All fixed transmitting and receiving equipment installed shall employ isolators, band-pass filters, or similar devices to minimize spurious radiation, receiver local oscillator leakage and transmitter and receiver intermodulation products. The following standards in this section constitute the minimum requirements for use of wireless transmitting and receiving equipment. Additional protection may be required to address special circumstances.

9.3 Each transmitter at the Site will be identified with a copy of the Federal Communications Commission ("FCC") compliance documentation, SLA document number, name of person or service agency responsible for repairs, their telephone number, equipment transmit/receive frequencies, and equipment transmit/receive tone frequencies and shall operate their equipment in full compliance with their FCC licensing at all times.

9.4 Licensee agrees to accept any and all interference from Licensor owned or operated systems installed as of the Commencement Date.

9.5 Licensee shall use its best efforts to resolve, as promptly as possible, technical interference problems caused by Licensee's Communications Facilities with respect to (i) any Licensor owned or operated equipment installed on the Commencement Date; and (ii) any third party equipment legally installed as of the Commencement Date or, with respect to additional Licensee Communications Facilities added to a Site following the Commencement Date with respect to such Site, any Licensor or third-party equipment legally installed as of the date such additional Communications Facilities was installed. If such interference is destructive (as defined by the FCC), such interference must be resolved as soon as possible and if such interference cannot be resolved within twenty-four (24) hours, Licensee shall discontinue its signal until the interference is corrected, even if operating in compliance with FCC regulations. Nondestructive, intermittent interference must be corrected within thirty (30) days or Licensee's signal shall be disconnected until the interference is resolved.

9.6 Prior to the Commencement Date an intermodulation study shall be performed by the Licensee, and a copy provided to the Licensor, for each transmitter on a specific frequency added by the Licensee to a Site containing other transmitters or in the proximity of other transmitters to the extent that the Licensor determines in its reasonable judgment that potential interference may occur. New transmitters shall be designed to avoid the potential for intermodulation interference.

9.7 Where Licensee proposes to use systems utilizing spread spectrum emissions at a particular Site, Licensee shall provide Licensor with a site noise floor measurement for the spectrum from 700 MHz to 2400 MHz prior to installation of Licensee's Communications Facilities, and shall provide Licensor with an additional such measurement within thirty (30) days after such Communications Facilities become operational.

9.8 In the event that radio interference resulting from users other than Licensee (including but not limited to Licensor) is not corrected within thirty (30) days, Licensee may terminate the affected SLA. Licensee shall have the right to request that Licensor make demands for correction of such interference by third parties who are also licensees of Licensor.

9.9 Transmitters in the 25 to 54 MHz range shall have a band pass filter providing a minimum of 30 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range should be fitted with a single isolator providing a minimum of 20 dB isolation.

9.10 Transmitters in the 72 to 76 MHz range shall have a band pass filter providing a minimum of 30 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

9.11 Transmitters in the 88 to 108 MHz range shall have a band pass filter providing a minimum of 30 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. No transmitters with a transmitter power output of over 100 watts shall be permitted within SNO911 facilities. In addition, some facilities may not allow use of transmitting equipment in this frequency range.

9.12 Transmitters in the 108 to 225 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

9.13 Transmitters in the 225 to 400 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

9.14 Transmitters in the 400 to 512 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 2.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.

9.15 Transmitters in the 512 to 746 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 2.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

9.16 No broadcast transmitters in the 746 to 806 MHz range shall be permitted in SNO911 facilities.

9.17 Transmitters in the 806 to 990 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 3.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.

9.18 Transmitters in the 1500-2000 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 3.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.

9.19 A band pass cavity shall always be used before each receiver. A window filter may be substituted in multi-coupled systems. Crystal filters are also advisable at crowded facilities.

9.20 A band reject duplexer may not be used unless accompanied by the required band pass cavities. A pass reject duplexer may be used, provided the duplexer band pass characteristics meet the minimum requirements for transmitter band pass filtering.

9.21 All cables used must, at minimum, be double-shielded with 100% braid coverage. Use of solid outer shield cables (i.e., 'Heliac') is strongly encouraged. All external feed lines shall be solid-shielded.

9.22 All cables used shall be covered with an insulating jacket. Cables used externally shall be covered with an ultra-violet resistant insulating jacket. No cables with aluminum outer conductors shall be used.

9.23 Use of constant impedance connectors shall be required. Type 'N,' BNC or 7/16 DIN connector types are typical constant impedance connectors. Adapters shall not be used for permanent connections.

9.24 All equipment shall be properly grounded. Grounding shall be performed by grounding the radio equipment manufacturers designated equipment ground and shall be tied to the radio facility equipment ground, preferably using flat copper strap or copper braid. The AC line ground shall also be used to provide the protective ground. Use of three-wire to two-wire adapters shall be prohibited. The facility manager shall identify the radio facility ground point.

9.25 All transmission lines shall be fastened to towers, cable trays and other site attachment points using manufactured hardware designed for the purpose. All transmission lines shall be grounded before entry into the radio facility and shall pass through approved lightning protection equipment. Use of cable ties, ty-wraps and similar attachment hardware is

generally discouraged but may be permitted on a case-by-case basis. Use of non-insulated metallic ties shall be strictly prohibited. Non-insulated transmission lines shall not be used. Non-insulated rigid wave guide is acceptable when properly attached using rigid attachment hardware.

9.26 All telephone circuits shall have lightning protection at the entry point into the facility.

9.27 All loose metallic objects shall be removed from the facility at the conclusion of any work performed on-site. Metallic trash shall be removed from the facility entirely.

9.28 All Communications Facilities shall be maintained in such a fashion as to be in compliance with all FCC, NTIA, FAA and state and local laws and regulations. Commercial and public safety radio equipment shall be FCC type-accepted. Federal government and amateur radio equipment shall be constructed in such a fashion as to be of 'like-commercial' quality. Quarterly checks of the receiving equipment, transmitting equipment, antennas and customer-owned site filtering equipment are strongly encouraged.

9.29 Interference problems resulting from the addition of a new user to the facility shall be the responsibility of the 'last-in' tenant to resolve, provided that interference problems are not the result of a non-compliant installation by an existing tenant. Significant interference may require that a licensee cease operation until the interference problem can be resolved. Should the problem not be resolvable to the satisfaction of the facility manager, the new tenant may be unable to use the facility.

9.30 Any changes to the tower configuration (additions, removals, realignments of antennas) require pre-approval by the facility manager and may require amendments to the License, if the changes are beyond what is authorized by the License. An inspection is required at the end of such work.

9.31 Communications Facilities which present an immediate hazard to the facility or individuals working on the facility may require deactivation until the hazard is removed. High power transmitters may also need to be deactivated when maintenance of the facility is being performed. The licensee shall be notified in advance of any such deactivation.

9.32 Portions of the Site may be protected by locked doors and alarm system. In some cases, on-site alarms are not obvious. Exceptions include sites with segregated 'guest space' where alarm systems may not be provided. For those facilities with alarms, prior notification of the facility manager is required before sites may be entered. Activation of a facility alarm shall result in the dispatch of police officers, the cost of which shall be born by the tenant activating the alarm without providing prior notice of entry.

9.33 All site property shall be left clean and free of debris, trash and food scraps. If materials are brought in that become trash, the tenant bringing in the material shall be responsible for its removal.

9.34 All equipment installed shall be properly licensed. All tenant FCC, IRAC, and amateur radio licenses shall be posted.

9.35 Special on-site uses may be subject to additional limitations beyond those described herein. Special site users shall be notified of such additional limitations in writing.

9.36 Upon request, the Licensor will attempt to provide an accurate record of all transmitters located at the sites to include frequency, power, antenna type, antenna attachment location, azimuth, beam width, and FCC License (when applicable).

10. LIENS

10.1 Licensee must keep the Site free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of the Licensee.

10.2 If any lien is filed against the Site as a result of the acts or omissions of Licensee, or Licensee's employees, agents, or contractors, Licensee must discharge the lien or bond the lien off in a manner reasonably satisfactory to Licensor within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

10.3 If Licensee fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of Licensor, Licensor may discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding, and/or terminate Licensee's rights to the Site(s).

10.4 Licensee must pay on demand any amount paid by Licensor for the discharge or satisfaction of any lien, and all reasonable attorney's fees and other legal expenses of Licensor incurred in defending any such action or in obtaining the discharge of such lien, together with all reasonable disbursements in connection therewith.

11. ELECTRICAL UTILITY SERVICE

The Licensee will pay for all utilities that support their Communications Facilities. Utility billing will be direct to the Licensee by the utility and a separate electrical service established wherever possible.

In the case of the Licensee locating within a building operated by the Licensor, Licensee may arrange for the installation of a separately metered panel to isolate their charges for direct payment to the utility. The exact location of proposed utility routes and the manner of installation will be part of the SLA described in this Agreement.

In certain situations, when Licensee's Communications Facilities meets certain standards and fixed load criteria it may with prior agreement from Licensor, utilize the Licensor's electrical service and equipment. In this case, a mutually agreed-upon rate will be established in the SLA that the Licensee will pay the Licensor for the electrical services provided.

12. ACCESS TO THE SITE

The following shall govern access to the Site by Licensee unless otherwise modified in the applicable SLA:

- (a) Licensor provides as a part of this Agreement access rights to the Licensee to traverse all property that it owns or has legal rights to allow access for other parties to travel to the Site.
- (b) Licensor does not provide nor guarantee site access as the access roads to the Site(s) are not owned and maintained by Licensor in all cases. Some access will require separate access agreements with other landowners and is the responsibility of Licensee to obtain.
- (c) Access to Licensee Communications Facilities on Licensor owned communication towers requires coordination and authorization by Licensor in advance of Licensee accessing its Communications Facilities on these structures. Licensee will be required to perform Work with qualified and insured personnel.
- (d) Licensee will be provided an independent access method to the site (e.g., keys) and may update keys from time-to-time for security purposes. Licensee is not allowed to make duplicates of security keys except for their direct staff.
- (e) Access to the Site may be by foot or motor vehicle, including trucks. Heavy vehicles may require coordination with landowners and is the responsibility of Licensee to coordinate.
- (f) Access to the Site shall be subject to such additional reasonable conditions as may be imposed by Licensor from time to time which shall be identified in the SLA or after twenty (20) days' written notice to Licensee.
- (g) Access to the Site is secondary to Licensor emergency operations and maintenance at the Site.
- (h) This Agreement does not provide access authorization to any other SNO911 facility regardless of key/access method provided.
- (i) Except for emergency situations, Licensor requires a minimum of 24-hour notice prior to accessing any site in this Agreement or any of its accompanying SLAs. Licensee shall provide notice the Licensor via the phone numbers provided for Licensor in Section 18.
- (j) In emergency situations, Licensee shall have the right to immediately access its Communications Facilities, Licensee and shall provide access notice to Licensor as soon as reasonably possible.

Licensee acknowledges that the foregoing access rights are subject to any limitations or restrictions on access imposed upon Licensor (and therefore upon Licensee) by the landlord under any underlying license or license document relating to a particular Site. Licensee agrees to abide by such limitations or restrictions provided that Licensee has been given a copy of such license or license document or has been notified by Licensor of such limitations and restrictions.

13. INSURANCE

13.1 REQUIRED INSURANCE OF LICENSEE

Licensee must, during the term of this Agreement and at its sole expense, maintain its customary self-insurance program throughout the duration of the lease.

13.2 NO LIMITATION ON LIABILITY

The provision of insurance required in this Agreement shall not be construed to limit or otherwise affect the liability of the Licensee to Licensor.

13.3 COMPLIANCE

Licensee will not do or permit to be done in or about the Site, nor bring or keep or permit to be brought to or kept at the Site, anything that:

- (a) Is prohibited by any insurance policy carried by Licensor covering the Site or any improvements thereon; or
- (b) Will increase the existing premiums for any such policy beyond that contemplated for the addition of the Communication Facilities.

Licensor acknowledges and agrees that the installation of the Communications Facilities upon the Site in accordance with the terms and conditions of this Agreement will be considered within the underwriting requirements of any of Licensor's insurers and such premiums contemplate the addition of the Communications Facilities.

14. RELEASE, LIMITATION OF LIABILITY AND INDEMNIFICATION

14.1 Licensee agrees to indemnify, defend, and save harmless Licensor, its officers, and employees from and against any and all claims, losses, damages and expenses, including attorneys' fees, arising out of or in connection with the performance of this Agreement, to the extent that such claim, loss, damage, or expense is attributable to (i) any negligent act or omission or willful misconduct of Licensee or anyone directly or indirectly employed by Licensee, including contractors and subcontractors of Licensee; or (ii) environmental hazards or pollutants transported to, stored on or disposed of on any Site by Licensee.

14.2 In the event that the Licensee and the Licensor are both negligent, then Licensee's liability for indemnification of the Licensor shall be limited to its contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Licensee, its employees, agents, contractors and/or subcontractors.

14.3 Licensee waives any immunity, defense, or protection under any workers' compensation, industrial insurance, or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington); provided, however, that Licensee's waiver of immunity through the provisions of this section extends only to claims against Licensee by Licensor pursuant to this Agreement, and does not include, or extend to, any claims by Licensee's employees directly against Licensee. The Parties hereby acknowledge that this waiver of immunity was expressly negotiated and agreed to by the Parties.

14.4 The Licensor's inspection or acceptance of any of the Licensee's Work shall not be grounds to avoid any of these covenants of indemnification.

14.5 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, LICENSOR SHALL NOT HAVE ANY LIABILITY TO LICENSEE FOR ANY: LOSS OF PROFIT OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR THE SYSTEM, CLAIMS OF CUSTOMERS OF LICENSEE FOR SERVICE INTERRUPTIONS, OR INDIRECT, INCIDENTAL, SPECIAL, ECONOMIC OR CONSEQUENTIAL DAMAGES, AS A RESULT OF OR RELATED TO THE EQUIPMENT, THE EXISTENCE OF THE EQUIPMENT AT THE SITE(S), OR THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE.

14.6 Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

14.7 The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

15. ASSIGNMENT

The Licensee shall not in any way assign, transfer, sublet or encumber this Agreement, nor any of the privileges hereby granted to it, without the prior written consent of the Licensor. Licensor agrees that it will not unreasonably withhold, delay, and/or condition approval of a written request by Licensee. Licensor reserves the right to require Licensee to provide appropriate information in order to properly evaluate the request including information pertaining to the financial stability and technical expertise of the proposed assignee, transferee, or sublicensee. Licensor reserves the right to charge to Licensee a reasonable fee for administrative costs, or a minimum of one thousand five hundred dollars (\$1,500), whichever is greater, for the review

and processing of any assignment, delegation, sublicense or other transfer or grant.

16. LICENSOR MAINTENANCE AND REPAIRS

Licensor will maintain its facilities and improvements, access to the Communications Facilities that is within Licensor's control, and the property in a structurally safe and sound condition. This includes but is not limited to basic maintenance and repair to its facilities and improvements, vegetation management and insect/pest removal and removal of visual detractors such as graffiti. Licensor will be entitled to be reimbursed for a portion of its costs by Licensee as established in the SLA for the Site.

17. COOPERATION AND COORDINATION

17.1 Licensee acknowledges and anticipates that the Work may be interfered with and delayed from time to time on account of the concurrent performance of work by Licensor or others under control of Licensor. If Licensee does not terminate the SLA, Licensee shall fully cooperate and coordinate the Work with such other work so as to minimize any delay or hindrance of any work.

17.2 If any part of the Work depends upon the results of other work by Licensor or others, Licensee shall, prior to commencing such Work, notify Licensor in writing of any actual or apparent deficiencies or defects in such other work that render it unsuitable for performance of the Work. Failure of Licensee to so notify Licensor shall constitute an acceptance by Licensee of such other work as suitable for performance of the Work, except as to latent defects which may subsequently be discovered in such other work.

18. EMERGENCIES

In the event of an emergency relating to Communications Facilities, Licensee shall immediately contact Licensor at the emergency phone number below and immediately take all necessary or appropriate action to correct any safety or use problems, including but not limited to the actions in Section 17.2, even if the full repair cannot be made at the time, in order to protect persons and property or to allow use of the Site. The Parties' respective emergency phone numbers are as follows:

Licensor:

- 1. Normal business hours: 425-407-3911
- 2. 24-hour on-call technician: 425-407-3958

Licensee:

- 1. Normal business hours: Lt. Geoff Albright (425) 754-7890
- 2. Emergency hours: Duty Officer (425) 754-8542

Each Party shall promptly notify the other of any change in such Party's emergency phone number.

19. SURRENDER OF SITE; HOLDING OVER

19.1 Upon the expiration or other termination of an SLA for any cause whatsoever, Licensee must remove its Communications Facilities and peacefully vacate the applicable Site in as good order and condition as the same were at the beginning of the applicable SLA, except for reasonable use, wear and tear, casualty, and condemnation. Licensee will repair any damage caused during the removal of its Communications Facilities, normal wear and tear excepted.

19.2 If Licensee's Communications Facilities are not so removed within thirty (30) days of expiration or other termination, Licensor has the option to disconnect power and remove and dispose of all such Communications Facilities (and retain any proceeds, if applicable, to such disposal) to cease operation and Licensee shall be responsible for damaged equipment or any other damages due to the inoperability of the equipment. If Licensor does not dispose of such Communications Facilities, the Licensor at its sole discretion may become the owner of such Communications Facilities.

19.3 If Licensee continues to hold any Site after the termination of the applicable SLA, whether the termination occurs by lapse of time or otherwise, such holding over will, unless otherwise agreed to by Licensor in writing, constitute and be construed as a month-to-month tenancy at a monthly License Fee equal to 1/12th of one hundred twenty-five percent (125%) of the Annual Fee for such SLA and subject to all of the other terms set forth in this Agreement. Licensor shall have the option to require Licensee's removal of all Communications Facilities upon giving thirty (30) days written notice of termination of said month-to-month tenancy. If the Communications Facilities are not removed by Licensee within said thirty (30) day notice period, Licensor shall have the option to remove such Communications Facilities and Licensee shall be responsible for all costs and expenses associated with such removal.

20. REPRESENTATIONS AND COVENANTS

20.1 Each Party mutually represents and warrants to the other:

- (a) That it has the full right, power, and authority to enter into this Agreement and the SLAs;
- (b) That entering into this Agreement and the performance thereof will not violate any laws, ordinances, restrictions, covenants, or other agreements under which said Party is bound, such representation will not apply to any violation or breach that is caused by Licensee's failure to obtain and comply with all permits, licenses, franchises, rights-of-way, easements and other rights required to perform the Work and operate and maintain the Communications Facilities in accordance with this Agreement; and

- (c) That the persons signing on behalf of the Licensor or Licensee are authorized to do so.

20.2 Licensee represents and warrants:

- (a) That it is a duly organized and existing municipal corporation, corporation, limited liability company, or limited partnership;
- (b) That it is qualified or will be qualified to do business in Washington State prior to undertaking any activities at the Site that would require the Party to be qualified to do business in said State;
- (c) That it is, and at all times during the term shall be, properly authorized, licensed, organized, equipped and financed to perform the Work and to operate and maintain the Communications Facilities; and
- (d) That it shall be, and operate as, an independent entity (not a contractor, agent, or representative of Licensor) in the performance of the Work and the operation of the Communications Facilities. In no event shall Licensee be authorized to enter into any agreements or undertakings for or on behalf of Licensor or to act as or be an agent or representative of Licensor.

20.3 Licensor represents and warrants, to the best of its knowledge, that it owns good and marketable fee simple title, has a good and marketable leasehold interest, or has a valid license, easement, or other legal right of use, in the land on which any Site is located and has rights of access thereto. Licensee has the ultimate responsibility to obtain all necessary authority for Licensee's use of each specific Site. Licensee specifically agrees that it will pay (in addition to all other applicable charges) all easement costs relating to Licensor facilities, to the extent such facilities must be relocated or installed in order to accommodate Licensee's Communications Facilities.

20.4 Except as specifically set forth in Sections 20.1 and 20.3, Licensor makes no warranties, express or implied, including, without limitation, any warranties of habitability or fitness for a particular purpose with regard to any Site.

21. ENVIRONMENTAL MATTERS

21.1 Licensor will notify Licensee, to the best of its knowledge, of all Environmental Hazards on each Site. Nothing in this Agreement or in any SLA will be construed or interpreted to require that Licensee remediate any Environmental Hazards located at any Site unless Licensee or Licensee's officers, employees, agents, or contractors placed the Environmental Hazards on the Site.

21.2 Licensee will not bring, keep, or transport any Environmental Hazards or pollutants to,

on or across any Site without Licensor's prior written approval, except that Licensee may keep on the Site substances used in back up power units, such as batteries and diesel generators commonly used in the wireless telecommunications industry. Licensee's use, storage, handling, and disposal of any approved substances constituting Environmental Hazards must comply with all applicable laws, ordinances, regulations and other provisions of this Agreement governing such use, storage, handling and disposal. Under no circumstances will Licensee dispose of any Environmental Hazards or pollutants on any Site.

21.3 The term "Environmental Hazards" means hazardous substances (as defined in RCW Section 70.1050.020(5)), hazardous wastes, pollutants, asbestos, polychlorinated biphenyl (PCB), petroleum or other fuels (including crude oil or any fraction or derivative thereof) and underground storage tanks. The term "hazardous substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 USC Section 1251, et seq.), and any regulations promulgated pursuant thereto. The term "remediate" shall be defined as all actions necessary to satisfy the requirements of the Model Toxics Control Act (RCW Chapter 70.1050) and the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Section 9601, et seq.) and any regulations promulgated pursuant thereto.

21.4 This provision shall survive termination of the Agreement and any particular SLA.

22. SUBORDINATION

22.1 Licensee agrees that this Agreement and each SLA is subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Site or on or against Licensor's interest or estate therein, and any underlying ground license or other agreements and licenses on a particular Site, all without the necessity of having further instruments executed by Licensee to effect such subordination but with respect to any such liens, leases, and licenses arising subsequent to the execution of this Agreement only if trustees or mortgagees will not disturb Licensee under this Agreement and the SLAs.

22.2 Each SLA is subject to any restrictions or other terms or conditions contained in the underlying ground license, tower license, easement, license, franchise, permit or other instrument of authorization or conveyance ("**Instrument**") with respect to a particular Site. Licensee agrees to commit no act or omission which would constitute a violation of the terms and conditions of any Instrument for a particular Site.

- (a) Licensor shall not be required to obtain any consent required under any Instrument from the landlord or other party to such Instrument for purposes of this Agreement, unless expressly set forth in the SLA.
- (b) If a restriction contained in an Instrument for a particular Site and not set forth on

the applicable SLA prevents Licensee from installing, maintaining, or operating the Communications Facilities or accessing the Site, Licensee will be entitled to terminate the affected SLA immediately.

- (c) Upon the termination or expiration of any Instrument with respect to a particular Site, the SLA relating to such Site shall automatically terminate without liability to either Party. Licensee acknowledges that many of Licensor's underlying Instruments grant to the property owner the right to terminate such Instruments, and that in the event of such termination, the SLA with respect to such Site shall terminate concurrently therewith.
- (d) Upon any sale or other transfer of all or any portion of a Site, the applicable SLA will automatically terminate except to the extent the purchaser or transferee and Licensee enter into an agreement for Licensee's continued use of the Site and release Licensor from any further obligation or liability with respect to the Site. Licensor shall have no obligation to request or obtain such agreement from the purchaser or transferee.
- (e) Licensor will not materially breach the terms or conditions of any Instrument with respect to a particular Site in a manner that causes Licensee to lose its use of the Site.

23. PROTECTION OF PROPERTY AND PERSONS

23.1 Licensee shall take all reasonable precautions which are necessary to prevent bodily injury (including death) to persons and damage to any property or environment arising in connection with performance of the Work or the operation and maintenance of its Communications Facilities. Without limiting the generality of the foregoing, Licensee shall erect and maintain such barricades, signs, flags, flashers, and other safeguards as required by law and general construction safety practices. Licensee shall reasonably inspect all goods, materials, tools, Communications Facilities and other items in an attempt to discover any conditions which involve a risk of bodily injury (including death) to persons or a risk of damage to any property or environment.

23.2 All of Licensor's or third party's property damaged, altered or removed in connection with the performance of the Work or the operation and maintenance of its Communications Facilities shall be promptly repaired, replaced or otherwise restored by Licensee to at least as good quality and condition as existed prior to such damage, alteration, or removal.

24. COMPLIANCE WITH LAWS

In the performance of the Work, the operation and maintenance of its Communications Facilities, and the performance of this Agreement, Licensee shall comply and shall ensure that all contractors hired by or acting on behalf of Licensee comply with all applicable:

- (a) Laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority;
- (b) Industry standards and codes; and
- (c) Licensor's standard practices, specifications, rules, and regulations which will be provided by Licensor to Licensee on request.

Licensee shall furnish such documents as may be reasonably required by Licensor to effect or evidence compliance. All laws, regulations and orders required to be incorporated in agreements of this character are hereby incorporated herein by this reference.

25. PERMITS AND PROTECTION OF EXISTING RIGHTS

Licensee shall obtain and comply (and shall ensure that all of Licensee's suppliers and subcontractors under contract with it or acting on behalf it comply) with all permits, licenses, franchises, rights-of-way, easements and other rights required to perform the Work and operate and maintain its Communications Facilities in accordance with this Agreement. Licensee shall furnish to Licensor such evidence thereof as Licensor may reasonably request. Compliance with this Section 25 shall be the sole responsibility of Licensee and a continuing condition of the use of the Site(s) by Licensee.

26. ENTIRE AGREEMENT

This Agreement and each SLA constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained in this Agreement. There are no representations or understandings of any kind not set forth in this Agreement. Any amendments to this Agreement or any SLA must be in writing and executed by both parties.

27. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement or any SLA shall not affect the other provisions hereof, and this Agreement or SLA shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

28. SURVIVAL

All provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement shall survive the completion, termination or cancellation of this Agreement.

29. BINDING EFFECT

This Agreement and each SLA will be binding on and inure to the benefit of the respective Parties' successors and permitted assignees.

30. HEADINGS

The headings of sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or the SLA.

31. NON-WAIVER

The failure of either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement, or to exercise any rights under this Agreement, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

32. DRAFTING OF AGREEMENT

The Parties acknowledge and agree that they have been represented by counsel and each of the Parties has participated in the drafting of this Agreement and each SLA. Accordingly, it is the intention and agreement of the Parties that the language, terms and conditions of this Agreement and each SLA are not to be construed in any way against or in favor of any Party hereto by reason of the responsibilities in connection with the preparation of this Agreement or each SLA.

33. NOTICES AND OTHER COMMUNICATIONS

Any notice, request, approval, consent, instruction, direction or other communication given by either Licensor or Licensee to the other under this Agreement shall be in writing and shall be delivered by both first-class mail and electronic mail to the individuals denoted below, unless otherwise directed in writing, at the addresses provided:

For the Licensor:

Name: Snohomish County 911 (Radio Site Leasing)
Address: 332 SW Everett Mall Way, Everett, WA 98204
Phone No. 425-407-3911
Email: accounts@sno911.org

For Licensee:

Name: Everett Police Department
Address: 1121 SE Everett Mall Way, Everett, WA 98208
Phone No. (425) 754 - 4540
Email: rgoetz@everettwa.gov

Either Party may from time to time change such address by giving the other Party notice of such change in accordance with the provisions of this Section. Notice by mail is deemed received three (3) business days following deposit with reliable courier.

34. GOVERNING LAW AND VENUE

This Agreement shall be construed under the laws of the State of Washington. The venue for any legal action commenced to enforce any provision of this Agreement shall be Snohomish County, Washington; provided that venue for any matter that is within the jurisdiction of the Federal Court shall be in the United States District Court for the Western District of Washington at Seattle, Washington.

35. FORCE MAJEURE

If either Party is delayed or hindered in, or prevented from performance required under this Agreement (other than any delay or failure relating to payment of money, including, without limitation, the Annual Fees and all reimbursable costs and expenses described elsewhere in this Agreement) by reason of epidemic, pandemic, earthquake, landslide, strike, lockout, labor trouble, failure of power, riot, insurrection, war, acts of God or other reason of like nature not the fault of such Party, such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

36. TIMELY RESPONSE

Each Party shall take such prompt action (including, but not limited to, the execution, acknowledgment, and delivery of documents) as may reasonably be requested by the other Party for the implementation of continuing performance of this Agreement.

37. EXAMINATION OF RECORDS

Licensee shall promptly furnish Licensor with such information reasonably related to the Work and its Communications Facilities as may from time to time be reasonably requested by Licensor.

38. RISK OF LOSS

Licensee shall be responsible for and shall bear any and all risk of loss, deterioration, theft, vandalism or destruction of or damage to its Communications Facilities and anything used (or to be used or consumed) in connection with the Work, unless destruction of or damage to

its Communications Facilities is caused by an act of negligence related to Licensor's activities on the Site.

39. REIMBURSEMENT AND PAYMENT

Licensor shall invoice Licensee for all amounts payable by Licensee to Licensor under this Agreement (including, without limitation, the Annual Fees and all reimbursable costs and expenses described elsewhere in this Agreement) as they become due. Licensee shall pay each such invoice in full within thirty (30) days after Licensee's receipt thereof.

Payment for the estimated cost of the work to be performed by Licensor shall be as provided to Licensee under a separate contract, and no separate invoice shall be required for payment except as provided in such contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

LICENSOR:


Snohomish County 9-1-1

By: 
Kurt Mills, Executive Director

Date: 11/5/25

LICENSEE:

City of Everett

By: 
Cassie Franklin, Mayor

Date: 11/17/25

Office of the City Attorney
APPROVED AS TO FORM
David C. Hall, City Attorney

ATTEST:


City Clerk

Exhibit B

Fee Schedule

1. Annual Fee Adjustments

A. Maintenance Fees are automatically increased by three percent (3%) of the previous year's Maintenance Fee for each SLA on their respective anniversary date without further notice by Licensor.

B. Utility Fees subject to adjustment based on the percentage of change of the applicable Snohomish County PUD rate as advertised on the PUD's web-site for the anniversary date without further notice by Licensor.

C. Unless otherwise stated in the applicable SLA, Rental Fees are automatically increased by five percent (5%) of the previous year's Rental Fee for each SLA on their respective anniversary date without further notice by Licensor.

2. Application Fee

The application fee is comprised of a fixed-amount of \$0 plus expenses. The fixed-amount reimburses SNO911 for the costs of preparing the Agreement/SLA in addition to facilitating one (1) visit to the site with Licensee to ensure that the site meets Licensee's expectations (assumes site is accessible and does not require SNOCAT use).

SNO911's expenses for the following services will be provided to the Licensee and it shall be responsible for reimbursement:

- Site Tower Loading Analysis for proposed RF Distribution system (antenna, coaxial cable/waveguide, amplifiers, etc.)
- Licensee will provide proposed RF Distribution system information to SNO911

- Shelter AC/Power analysis, floor loading, and HVAC considerations by an individual or firm qualified for such analysis.
- SNO911's Legal review of Agreement
- Additional Electronic Communications Specialist time (if necessary) to evaluate Licensee changes at the site

SNO911's will submit copies of our invoices to Licensee to document monies spent for the above services.

Exhibit B

Site License Acknowledgement Form

This Site License Acknowledgment ("SLA"), dated as of October 16, 2025 (the "Commencement Date"), is made to the Master License Agreement between Snohomish County 9-1-1 ("Licensor") and Everett Police Department ("Licensee") dated October 16, 2025. Capitalized terms used in this SLA have the same meaning as such terms in the Master License Agreement unless otherwise indicated.

Notice to Licensee: This Agreement and/or SLA does not provide additional rights or access beyond those provided to Licensor by landlord(s) provided in attached Lease or Easement agreements. This SLA is subject to the terms, limits, and conditions within the included Licensor's lease for this site. In addition, this SLA and the Agreement supersedes all existing agreements between Licensor and Licensee at this location.

1. Site Identification

1.1. Name and/or Number: SNO911 North Campus Radio Tower

1.2. Site Address: 1121 SE Everett Mall Way, Everett WA 98208

1.3. Site Legal Description:

PER TITLE REPORT COMMITMENT NO. 597895 BY EVERGREEN TITLE COMPANY, INC. DATED NOVEMBER 20, 1998)

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 18; THENCE SOUTH 70°43'32" EAST ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 18 FOR 546.37 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1°43'32" EAST ALONG SAID CENTER LINE FOR 660.18 FEET TO THE NORTHERLY EDGE OF DIAGONAL WAY RIGHT OF WAY; THENCE NORTH 6J°45'00" EAST ALONG THE NORTHERLY EDGE OF DIAGONAL WAY RIGHT OF WAY FOR 282.27 FEET TO THE WESTERLY EDGE OF PACIFIC NORTHWEST TRACTION COMPANY RIGHT OF WAY; THENCE NORTH 20°15'00" WEST ALONG THE WESTERLY EDGE OF SAID RIGHT OF WAY FOR 561.24 FEET; THENCE SOUTH 88°16'28" WEST FOR 259.22 FEET TO THE TRUE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

1.4. The Site is:

- Owned by Licensor
- Leased by Licensor (Licensor's lease attached)
- Used under easement to Licensor (copy of Easement attached)

2. Term

This SLA shall commence upon full execution of this SLA. This SLA shall terminate on June 1, 2027, unless terminated at an earlier date pursuant to the Master License Agreement. The parties may renew this SLA upon mutually agreeable terms.

3. Licensee Communications Facilities Description

3.1. Antenna [one table per Antenna]

ID	FCCID - QFC001-10128706
Description	Radar
Antenna Manufacturer	OWL
Antenna Model Number/Name	OWL 7360
Attachment Height	
Azimuth	360 degrees
Beam Width	45 degrees
Power (ERP)	227.51 Watts
Feed Line	

3.2. Transceiver [one table per Transceiver]

ID	FCCID - QFC001-10128706
Description	Integrated Radar
Transceiver Manufacturer	OWL
Transceiver Model Number/Name	OWL7360
Bandwidth	3023-3070MHz
Transmitter Power (W)	227.51 Watts
Antenna (reference table in 2.1)	Integrated mono-pulse
Location	
FCC License	FCCID - QFC001-10128706

3.3. Other Communications Facilities [if applicable]

4. Space provided to Licensee by Licensor

5. Power provided to Licensee by Licensor

Item	Voltage	Breaker	Quantity	Backup
1				

6. Fees

6.1. Annual Fee: \$10.00 . Unless otherwise indicated that the Annual Fee may be paid in installments, Annual Fee shall be paid annually as described in the MLA.

For communication equipment, space, and power detailed in sections 3, 4, and 5.

6.2. Maintenance / Utility Fee: \$0.00 . Paid annually / Monthly, to increase pursuant to Exhibit B to the MLA.

6.3. Application Fee: \$0.00 .

6.4. Any additional fees as required by Licensor's lease to be paid to the landowner from co-locators [address future increases as well]:

6.5. Any applicable taxes

7. Site Acceptance & Documentation

7.1. Intermodulation Study

Received ____ or waived by Licensor (initials) _____ Date: _____

7.2. Initial Site Noise Floor Measurement

Received ____ or waived by Licensor (initials) _____ Date: _____

7.3. Equipment Layout Drawing Received by Licensor (attached)

Received ____ or waived ____ by Licensor (initials) _____ Date: _____

7.4. Antenna Attachment Detail Received by Licensor (attached)

Received ____ or waived ____ by Licensor (initials) _____ Date: _____

7.5. Site Plan and Elevation Received by Licensor (attached)

Received ____ or waived ____ by Licensor (initials) _____ Date: _____

7.6. Structural Integrity Study Received by Licensor

Received ____ or waived ____ by Licensor (initials) _____ Date: _____

8. Site Specific Access Detail and Provisions

- 9. Plan for Minimizing Visual Impact of Equipment at Site
- 10. Construction work requested of Licensor by Licensee
- 11. Additional Provisions

LICENSOR:

Snohomish County 9-1-1

By: 

Kurt Mills, Executive Director

Date: 11/5/25

LICENSEE:

City of Everett

By: 

Cassie Franklin, Mayor

Date: 11/17/25

Office of the City Attorney
APPROVED AS TO FORM
David C. Hall, City Attorney

ATTEST:


City Clerk