

COMMUNICATIONS ACCESS AGREEMENT

This Communications Access Agreement is entered into by the undersigned property owner (“**Property Owner**”), and ASTOUND BUSINESS SOLUTIONS, LLC, acting on behalf of itself and as agent for its affiliates (collectively, “**Astound**”). Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC.

Name of Property: <u>Everett Library - Evergreen Branch</u> Street Address: <u>9512 Evergreen Way</u> <u>Everett, WA 98204</u>	Building Contact Person / Property Manager: Name: <u>Jeff Harris</u> Phone: <u>425-257-7335</u> Email: <u>JeHarris@everettwa.gov</u>
Legal Name of Property Owner: <u>City of Everett, a municipal corporation under the laws of the State of Washington</u> <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input checked="" type="checkbox"/> Other	

A. Property Owner authorizes Astound to install, operate and maintain, at Astound’s sole cost and expense, networking and communications equipment and facilities on the land and in the building(s) described above (the “**Property**”) so that Astound can make its communications services (the “**Services**”) available to those tenants and other authorized occupants of the Property (the “**Tenants**”) that elect to subscribe to Astound’s Services, all subject to the terms and conditions set forth in this agreement.

B. Astound will perform all construction and installation work at the Property in a safe manner consistent with generally accepted installation standards in the communications industry, and in such a way as to reasonably minimize interference with the operation and use of the Property by Property Owner and the Tenants. Prior to performing any construction or installation work at the Property, Astound will obtain any necessary federal, state and local permits, licenses and approvals. Astound shall not allow any materialman’s or mechanic’s liens to attach to the Premises. Astound shall promptly repair and restore, at Astound’s cost and expense, any damage to the Property that is caused by Astound. Astound shall at all times keep and maintain its equipment and facilities at the Property in good condition and repair.

C. Property Owner shall provide Astound with reasonable access to the Property as needed to install, maintain, upgrade and remove Astound’s equipment and facilities. Astound will perform all construction and installation activities and all regular maintenance activities during normal business hours or as otherwise approved by Property Owner. Astound may perform installations, disconnections and on-site technical service visits to individual Tenants between the hours of 8am-10pm each day. Property Owner will provide Astound with emergency maintenance access to the Property twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year in the event of a network outage or other severe degradation of the Services to ensure that Astound is able to perform its maintenance, troubleshooting, replacement and repair work and restore network operation functions in a timely manner.

D. All billing and collections from Tenants that elect to subscribe to Astound’s Services will be undertaken by Astound pursuant to separate agreements between Astound and the individual Tenant(s) at issue. Property Owner assumes no liability or responsibility for service charges contracted for by the individual Tenants. Astound shall

provide customer service to all Tenants that subscribe to the Services, including installation, technical support and repair services, and Property Owner shall have no responsibility with respect to same.

F. During the Term of the Agreement, Astound shall maintain the following types and amounts of insurance: (i) commercial general liability insurance with coverage not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate; (ii) workers' compensation/employer's liability insurance as required by law; (iii) business auto liability insurance with coverage of not less than Two Million Dollars (\$2,000,000); and (iv) umbrella policy coverage of not less than Five Million Dollars (\$5,000,000). All coverage will be issued by an insurer licensed to do business in the state in which the Premises is located having an A.M. Best rating of at least A/VII. Prior to installation of the Facilities, and thereafter upon Owner's request at the renewal of required policies, Astound shall provide a certificate of insurance to Owner, naming Owner as an additional insured.

G. Astound shall indemnify, hold harmless and defend Property Owner, its employees, agents, contractors, officers, directors and affiliates from and against any and all third-party claims or actions for damages, liabilities and expenses, including reasonable attorneys' fees and other professional fees, arising from or out of the installation, operation, maintenance or removal by Astound, or any of its agents and employees, of Astound's equipment and facilities and/or the Services provided by Astound, except to the extent that any such claims, actions, damages, liabilities, expenses are caused by or due to Property Owner, its employees, agents, contractors, invitees, officers, directors or Affiliates.

H. The initial term of this agreement shall be for one (1) years from the date of last signature below. Upon expiration of the initial term, this agreement shall begin to automatically renew for successive periods of one (1) year each, unless and until either party terminates this agreement by delivering no less than thirty (30) days advance written notice of termination to the other party. Astound shall have sixty (60) days after the expiration of this agreement in which Astound may remove its equipment and facilities from the Property. Any facilities not removed from the Property within sixty (60) days after the expiration of this agreement shall be deemed the property of Property Owner without further liability to Astound.

I. This agreement shall be governed by the law of the state in which the Property is located. This agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. The parties consent to the use of electronic signatures.

**PROPERTY OWNER:
CITY OF EVERETT
WASHINGTON**



By: _____
Cassie Franklin, Mayor

Date: 03/03/2026

ASTOUND:

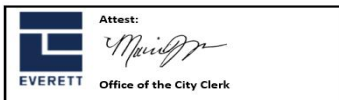
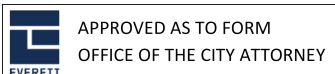
Scott Heller

By: _____

Name: Scott Heller

Title: VP Sales

Date: 03/03/2026













Evergreen Library Astound Access Agreement_02.13.2026_SD


Final Audit Report

2026-03-03


Created:	2026-02-23
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoAJTLd2Cr3WpAN0e_IQ-BtiDBK9pUqWz

"Evergreen Library Astound Access Agreement_02.13.2026_SD" History


-  Document created by Marista Jorve (mjorve@everettwa.gov)
2026-02-23 - 10:53:51 PM GMT
-  Document emailed to Paul McKee (pmckee@everettwa.gov) for approval
2026-02-23 - 10:54:34 PM GMT
-  Email viewed by Paul McKee (pmckee@everettwa.gov)
2026-02-23 - 10:54:59 PM GMT
-  Document approved by Paul McKee (pmckee@everettwa.gov)
Approval Date: 2026-02-23 - 10:55:20 PM GMT - Time Source: server
-  Document emailed to scott.heller@astound.com for signature
2026-02-23 - 10:55:21 PM GMT
-  Email viewed by scott.heller@astound.com
2026-02-26 - 7:15:00 AM GMT
-  Email viewed by scott.heller@astound.com
2026-02-28 - 7:25:55 AM GMT
-  Email viewed by scott.heller@astound.com
2026-03-02 - 7:00:23 AM GMT
-  Signer scott.heller@astound.com entered name at signing as Scott Heller
2026-03-03 - 6:37:12 PM GMT
-  Document e-signed by Scott Heller (scott.heller@astound.com)
Signature Date: 2026-03-03 - 6:37:14 PM GMT - Time Source: server

 Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval


2026-03-03 - 6:37:18 PM GMT

 Email viewed by Tim Benedict (TBenedict@everettwa.gov)

2026-03-03 - 6:54:51 PM GMT

 Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2026-03-03 - 6:54:59 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature


2026-03-03 - 6:55:01 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2026-03-03 - 7:02:49 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2026-03-03 - 7:28:20 PM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for approval

2026-03-03 - 7:28:21 PM GMT

 Document approved by Marista Jorve (mjorve@everettwa.gov)

Approval Date: 2026-03-03 - 7:40:16 PM GMT - Time Source: server

 Agreement completed.

2026-03-03 - 7:40:16 PM GMT