

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202203020-1

Originating Department:	Whatcom County Sheriff's Office 35
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Division of Emergency Management 3580
Contract or Grant Administrator:	Robert Greene
Contractor's / Agency Name:	SpectraSite Communications LLC
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/></p> <p>Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>202203020</u></p>	
<p>Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p>	
<p>Is this a grant agreement?</p> <p>Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p>	
<p>Is this contract grant funded?</p> <p>Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____</p>	
<p>Is this contract the result of a RFP or Bid process?</p> <p>Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: <u>13511014</u></p>	
<p>Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.</p>	
<p>If YES, indicate exclusion(s) below:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments). </div> <div style="width: 48%;"> <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. </div> </div>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>189,560</u></p> <p>This Amendment Amount: \$ <u>24,968.61</u></p> <p>Total Amended Amount: \$ <u>214,527.81</u></p>	<p>Council approval required for; all property leases, all Interlocal agreements, contracts or bid awards exceeding \$75,000, and grants exceeding \$40,000 and and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
<p>Summary of Scope:</p>	
<p>This will amend the current contract the Sheriff's office has with SpectraSite Communications to add a UHF radio antenna and repeater at Blaine. It will add radio coverage for deputies at Blaine and Dayton Harbor where none currently exists.</p>	
Term of Contract: 84 months	Expiration Date: 01 March 2029

Contract Routing: 1. Prepared by: <u>R Greene</u>	Date: <u>9/11/25</u>
2. Attorney signoff: <u>B Waldron (via email)</u>	Date: <u>9/24/25</u>
3. AS Finance reviewed: <u>M Caldwell (via email)</u>	Date: <u>9/24/25</u>
4. IT reviewed (if IT related): <u>N/A</u>	Date: _____
5. Contractor signed: _____	Date: _____
6. Executive contract review: _____	Date: _____
7. Council approved, if necessary: <u>AB2025-692</u>	Date: _____
8. Executive signed: _____	Date: _____
9. Original to Council: _____	Date: _____

Amendment No. 1

Whatcom County Contract No. 202203020

CONTRACT BETWEEN WHATCOM COUNTY AND SpectraSite Communications, LLC

THIS AMENDMENT is to the Contract between Whatcom County and SpectraSite Communications, LLC ("Licensor"), dated 04/08/2022 and designated "Whatcom County Contract No. 202203020 and Licensor as Contract No. 944508. In consideration of the mutual benefits to be derived, the parties agree to the following:

WHEREAS, Licensor owns a certain communications tower on a certain parcel of land located at 9830 Harvey Road, BLAINE, WA 98230-9768 more commonly known to Licensor as the Blaine-Harvey Road Water, WA tower site and tower number 310507 (the "Tower Facility"); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Tower Facility; and

WHEREAS, Licensee desires to modify its equipment at the Tower Facility ("Modified Equipment"); and

WHEREAS, the Parties agree that as consideration for Licensee's Modified Equipment, the current Monthly License Fee payable under the Agreement shall be increased as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Licensor and Licensee agree and acknowledge that Licensee shall modify its equipment for a final installed configuration pursuant to Exhibit A-1.
- 2) Licensor and Licensee agree and acknowledge that Exhibit A to the Agreement is hereby deleted in its entirety as of the date this First Amendment is fully executed and shall be replaced with Exhibit A-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit A-1 and Licensee's equipment information set forth in the Agreement, the Exhibit A-1 shall control.
- 3) Licensor and Licensee agree and acknowledge that Exhibit B to the Agreement is hereby deleted in its entirety as of the date this First Amendment is fully executed and shall be replaced with Exhibit B-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit B-1 and Licensee's site sketch set forth in the Agreement, the Exhibit B-1 shall control.
- 4) Effective upon the earlier to occur of: i) the issue date of the NTP by Licensor; or ii) October 1, 2025 ("Commencement Date"), the Monthly License Fee shall be increased by Five Hundred Thirty-One and 96/100 Dollars (\$531.96) per month ("Increased Fee") bringing the current total monthly fee to \$2,781.69. The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 5) Notwithstanding anything to the contrary in the Agreement, the offer to Licensee expressed in this First Amendment shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Facility completed after the execution of this First Amendment by Licensor but before the Commencement Date of the installation of Licensee's Modified Equipment indicates that the Tower Facility is not suitable for Licensee's Modified Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.
- 6) The Parties agree that (i) a digital or electronic signature on this First Amendment and/or (ii) a fully executed scanned or electronically reproduced copy or image of this First Amendment shall be deemed an original and

may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, manually executed counterpart of this First Amendment and without the requirement that the unavailability of such original, manually executed counterpart of this First Amendment first be proven.

- 7) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 8) All other terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, Whatcom County and SpectraSite Communications, LLC have executed this Amendment on the date and year below written.

DATED this _____ day of _____, 2025.

LICENSOR:

SpectraSite Communications, LLC

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ___ day of _____, 2025, before me personally appeared _____ to me known to be the _____ of the _____ and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,

_____ printed name,

residing at _____.

My commission expires _____.

Recommended for Approval:

Approved as to form:

Approved:
Accepted for Whatcom County:

On this _____ day of _____, 2025, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,
_____, printed name.
residing at _____. My commission
expires _____.

Contact Name: Austin Sniezek
Contact Phone: 1-781-926-460
Contact FAX: 1-888-773-4122
Contact Email: Austin.sniezek@americantower.com

Exhibit A-1

Exhibit A-1						
Customer Name: COUNTY OF WHATCOM, WA		ATC Asset Name: Blaine-harvey Road Water			ATC Asset #: 310507	
Customer Site Name: N/A				Customer Site #: N/A		
GROUND SPACE REQUIREMENTS						
Total Lease Area	Sq.Ft:	340.00	Primary Contiguous Lease Area	L:	W:	H:
			ATC Building	25.00'	12.00'	N/A
			Outside Primary Lease Area	N/A	N/A	N/A
			Generator AREA	4.00'	10.00'	N/A
	Sq.Ft:	300.00				300.00
						40.00
						40.00
BACKUP POWER REQUIREMENTS						
Generator: Stand Alone		Fuel Tank Size (gal): 100.0		Fuel Type: Diesel		Fuel Tank Setback (radius): N/A
UTILITY REQUIREMENTS						
Power Provided By: Utility Company Direct						
Telco/Interconnect: N/A						
TRANSMITTER & RECEIVER SPECIFICATIONS						
Type: TX/RX	Quantity: 2.0		TX Power (watts): 17		ERP Power (watts): N/A	
Type: TX/RX	Quantity: 2.0		TX Power (watts): 15		ERP Power (watts): N/A	
EQUIPMENT SPECIFICATIONS						
Type	DISH-HP	DISH-HP	Radio/ODU	DIPOLE	N/A	N/A
Manufacturer	Commscope	Andrew Microwaves	Ceragon	Telewave	N/A	N/A
Model #	VHLP2-18	VHLP6-11	RFU-C	ANT450D	N/A	N/A
Dimensions HxWxD	2.17' x 2.17' x 1.02'	6.36' x 6.36' x 2.82'	7.9' x 7.9' x 3.4"	35" x 13" x 12"	N/A	N/A
Weight (lbs.)	31.0	209.0	9.0	6.0	N/A	N/A
Location	Tower	Tower	Tower	Tower	N/A	N/A
RAD Center AGL	139.0'	135.0'	135.0'	120.0'	N/A	N/A
Tip Height	140.1'	138.2'	135.3'	121.5'	N/A	N/A
Base Height	137.9'	131.8'	134.7'	118.5'	N/A	N/A
Mount Type	Collar	Collar	Collar	Collar	N/A	N/A
Quantity	1	1	4	1	N/A	N/A
Azimuths/Dir. of Radiation	213.87	268.8	1	5	N/A	N/A
Quant. Per Azimuth/Sector	1	1	4	1	N/A	N/A
TX/RX Frequency Units	GHz	GHz	N/A	MHz	N/A	N/A
TX Frequency	18.7	11.2	N/A	453.5000	N/A	N/A
RX Frequency	18.7	11.2	N/A	458.5000	N/A	N/A
Using Unlicensed Frequencies?	No	No	No	No	N/A	N/A
Antenna Gain	36.2/ 36.6/ 37.0	41.2/ 41.7/ 42.3	N/A	1-2.5	N/A	N/A
Total # of Lines	1	1	N/A	1	N/A	N/A
Individual Line Configuration	Qty: 1 Type: Coax Diameter: 0.41" (10.3 mm) LMR-400 Azimuth/Sector: 1	Qty: 1 Type: Coax Diameter: 0.41" (10.3 mm) LMR-400 Azimuth/Sector: 1	N/A	Qty: 1 Type: Coax Diameter: 0.59" (15mm) LMR-600 Azimuth/Sector: 1	N/A	N/A
Conduit Configuration	N/A	N/A	N/A	N/A	N/A	N/A

Exhibit B-1

