# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202203020-1

Originating Department:	Whatcom County Sheriff's Office 35			
Division/Program: (i.e. Dept. Division and Program)	Division of Emergency Management 3580			
Contract or Grant Administrator:	Robert Greene			
Contractor's / Agency Name:	SpectraSite Communications LLC			
Is this a New Contract? If not, is this an Amendment or Re	newal to an Existing Contract?  WCC 3.08.100 (a)) Original Contract #:  Yes   No   202203020			
Does contract require Council Approval? Yes <b>O</b> No <b>O</b> Already approved? Council Approved Date:	If No, include WCC:  (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)			
Is this a grant agreement?  Yes O No O If yes, grantor agency contract	t number(s): CFDA#:			
Is this contract grant funded?  Yes O No O If yes, Whatcom County gran	t contract number(s):			
Is this contract the result of a RFP or Bid process?	Contract			
Yes No O If yes, RFP and Bid number(s):	Cost Center: 13511014			
Is this agreement excluded from E-Verify? No Yes	If no, include Attachment D Contractor Declaration form.			
☐ Contract work is for less than \$100,000. ☐ Contract work is for less than 120 days. ☐ Interlocal Agreement (between Governments).  Contract Amount:(sum of original contract amount and any prior amendments):  \$ 189,560  This Amendment Amount:  \$ 24,968,61  Council approximate contracts or and profession than \$10,000 than \$10,000 than \$10,000 than \$20,000 than \$20,0	rofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS).  Work related subcontract less than \$25,000.  Public Works - Local Agency/Federally Funded FHWA.  roval required for; all property leases, all Interlocal agreements,  bid awards exceeding \$75,000, and grants exceeding \$40,000 and  onal service contract amendments that have an increase greater  or 10% of contract amount, whichever is greater, except when:  ing an option contained in a contract previously approved by the council.  is for design, construction, r-o-w acquisition, prof. services, or other			
Total Amended Amount: 3. Bid or a	osts approved by council in a capital budget appropriation ordinance. ward is for supplies.			
\$ 214,527.81 4. Equipme 5. Contract	ent is included in Exhibit "B" of the Budget Ordinance.  is for manufacturer's technical support and hardware maintenance of			
electron	ic systems and/or technical support and software maintenance from the er of proprietary software currently used by Whatcom County.			
UHF radio antenna and repeater at Blaine. It will a Dayton Harbor where none currently exists.				
Term of Contract: 84 months	Expiration Date: 01 March 2029			
Contract Routing: 1. Prepared by: R Greene	Date: 9/11/25 Date: 9/24/25			
Attorney signoff:     B Waldron (via email)     AS Finance reviewed:     M Caldwell (via email)				
3. AS Finance reviewed: M Caldwell (via ema. 4. IT reviewed (if IT related): N/A	Date: 9/24/23			
5. Contractor signed:	Date:			
	Date: 12.9.25			
7. Council approved, if necessary: AB2025				
9. Franctice simonds	Date: 10 9.25			
9. Original to Council:	Date:			

### WHATCOM COUNTY SHERIFF'S OFFICE DONNELL "TANK" TANKSLEY Sheriff



#### **PUBLIC SAFETY BUILDING**

311 Grand Avenue Bellingham, WA 98225 (360) 778-6600

### **MEMO**

To:

Whom it may concern

From:

Sheriff Donnell Tanksley

Matt Klein, Deputy Director Emergency Management MPK

Subject:

Amendment to Lease Agreement with SpectraSite Communications, LLC

Date:

September 11, 2025

This amendment to the current lease the Sheriff's Office has under County contract number 202203020 with SpectraSite Communications, LLC will install a UHF Antenna and Repeater at Blaine to bring radio coverage to Blaine and Drayton Harbor. Currently most of that area does not have sufficient radio coverage and deputies have to rely on cell phones to communicate with dispatch. By doing so, public and deputy safety will be greatly increased. This will also increase the 2026 lease cost from \$27,896.66 to \$34,492.98. The funding for this will come from the radio budget 13511014.6870.

If you have questions, please contact Robert Greene at 360-778-7166 or Matt Klein at 360-778-7160.

Whatcom County Contract No.	Ó
202203020-1	

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 day of	<u>, 2025</u>
LICENSOR:	
SpectraSite Communications, LLC  Nathaniel Ritzenthaler  Senior Counsel  US Tower	
Messachuse state of washington )  Michilo Sc x ) ss.  COUNTY OF whatcom )  On this 30 day of 2025, before me personally appearant of signing and sealing thereof.	Riteenmorter
On this 30 h day of 2025, before me personally appear	ared to me known to be the
LISA A. GIUFFRIDA Notary Public, Commonwealth of Massachusetts	NOTARY PUBLIC in and for the State of Washington, Messachiseths  Lisa A Grand printed name, residing at  My commission expires 17/1 2/28.

# WHATCOM COUNTY: Recommended for Approval: Department Supervisor Sheriff Donnell Tanksley (or designee) Approved as to form: Brandon Waldron (via email BW/SW 09/24/25) **Brandon Waldron Prosecuting Attorney** Approved: Accepted for Whatcom County: Satpal Singh Sidh Whatcom County Executive STATE OF WASHINGTON COUNTY OF WHATCOM 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\_ expires 9-10-28 **CONTRACTOR INFORMATION:** SpectraSite Communications, LLC

10 President Way Woburn, MA 01801

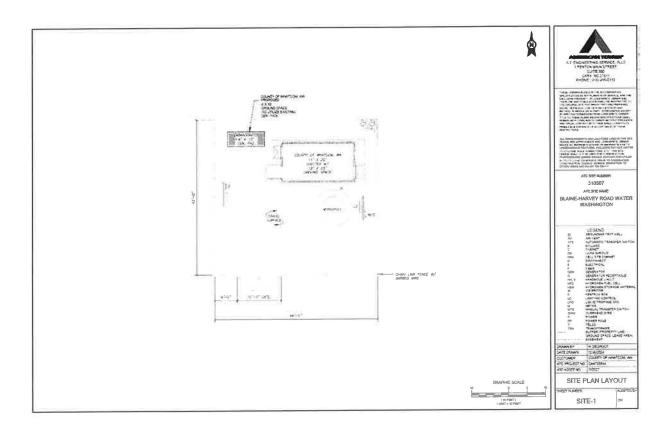
Contact Name: Austin Sniezek Contact Phone: 1-781-926-460 Contact FAX: 1-888-773-4122

Contact Email: Austin.sniezek@americantower.com

# Exhibit A-1

			Exhibit A-1			
Customer Name: COUNTY OF WHATCOM, WA		ATC Asset Nar		ATC Asset #:		
		Blaine-harvey Road Water Customer Site Name: N/A		310507 Customer Site #: N/A		
	J. 10 10 10 10 10 10 10 10 10 10 10 10 10	GROUN	ID SPACE REQUIR	FMENTS	1977	
otal Lease Area So	.Ft: 340.00 Prima	ary Contiguous Lease		W:	H: Sq.f	et: 300.00
ATC Building		25.00	12.00'	N/A	300.00	
		de Primary Lease Are		N/A	N/A Sq.f	
	Gene	rator AREA	4.00*	10.00'	N/A	40.00
Generator: Stand A	Jone Fu	el Tank Size (gal): 10	P POWER REQUIR 0.0 Fuel Typ		Fuel Tank Set	back (radius): N/A
		the same of the sa	UTILITY REQUIREMENT		T del Talik See	buck (radius), run
	: Utility Company Dire	et				
Telco/Interconnect	: N/A					
Type: TX/RX	Quanti		TX Power (watts		EDD Downs A	entrole NVA
Type: TX/RX	Quanti		TX Power (watts		ERP Power (watts): N/A ERP Power (watts): N/A	
and the base	AND THE PROPERTY OF		UIPMENT SPECIFICATI	A		
Туре	DISH-HP	2 DISH-HP	Radio/ODU	DIPOLE	N/A	N/A
Manufacturer	Commiscope	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 <sup>°</sup> k 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.y
Location	Tower	Tower	Tower	Tower	N/A	N/A
RAD Center AGL	139.0'	135,0"	135.01	120,0'	N/A	N/A
Tip Height	140.1	138.2	135,31	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	2	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	Oty: 1 Type: Coax Diameter: 0.41" (10.3 mm) LMR-400 Azimuth/Sector: 1	Oty: 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



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