

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

202103010

Originating Department:	Sheriff's Office								
Division/Program: (i.e. Dept. Division and Program)	Division of Emergency Management								
Contract or Grant Administrator:	John Gargett								
Contractor's / Agency Name:	Washington State Patrol								
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____									
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____									
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)									
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____									
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____									
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: <u>1673519001</u>									
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table style="width:100%; border:none;"> <tr> <td><input type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Goods and services provided due to an emergency</td> </tr> <tr> <td><input checked="" type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input checked="" type="checkbox"/> Interlocal Agreement (between Governments).</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> </table>		<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency	<input checked="" type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.	<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
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<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.								
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>15,304.28</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance.</li> <li>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.</li> </ol>								
Summary of Scope: <u>To lease tower access and equipment space at the WSP's Sumas Mountain Communications Site.</u>									
Term of Contract: Ten Years	Expiration Date: 12/31/2030								

Contract Routing:	1. Prepared by: <u>F Burkhart</u>	Date: <u>03/04/2021</u>
	2. Attorney signoff: <u>B Waldron (via email)</u>	Date: <u>02/17/2021</u>
	3. AS Finance reviewed: <u>B Bennett (via email)</u>	Date: <u>03/02/2021</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: <u>3-9-2021</u>
	7. Council approved (if necessary): <u>✓</u>	Date: <u>3-23-2021</u>
	8. Executive signed: <u>✓</u>	Date: <u>3-24-2021</u>
	9. Original to Council: _____	Date: <u>5-21-21</u>



COUNTY ORIGINAL

STATE OF WASHINGTON  
WASHINGTON STATE PATROL  
FACE SHEET

WHATCOM COUNTY  
CONTRACT NO.  
202103010

<b>COMMUNICATION SITE LEASE</b>	LESSEE'S LEASE NO.	WSP LEASE NO. K16585
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**LESSEE**

COMPANY NAME WHATCOM COUNTY	DOING BUSINESS AS (DBA) WHATCOM COUNTY SHERIFF'S OFFICE
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MAILING ADDRESS 311 Grand Avenue, Bellingham, WA 98225	BILLING ADDRESS (IF DIFFERENT FROM MAILING)
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LEASE CONTACT NAME Robert Greene	TITLE Public Safety Communications Manager	EMAIL ADDRESS rgreene@co.whatcom.wa.us	PHONE NUMBER 360-778-7166
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TECHNICAL CONTACT NAME Robert Greene	TITLE Public Safety Communications Manager	EMAIL ADDRESS rgreene@co.whatcom.wa.us	PHONE NUMBER 360-778-7166
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**WSP (LESSOR)**

SITE CONTACT Mr. Bob Peterson	PHONE NUMBER 360-534-0615	EMAIL Bob.peterson@wsp.wa.gov
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TECHNICAL CONTACT Engineering Group	ELECTRONICS SVCS DIV (ESD) CONTACT Mr. Joe Frost	TECHNICAL / ESD CONTACT EMAIL esdcs@wsp.wa.gov
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BACKGROUND CHECK AND SECURITY TRAINING CONTACT Mr. Joe Frost	EMAIL Joe.frost@wsp.wa.gov
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CONTRACTING CONTACT NAME Ms. Blessing Guillermo	EMAIL blessing.guillermo@wsp.wa.gov	PHONE NUMBER 360-596-4036
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PAYMENTS BUDGET & FISCAL SERVICES	ADDRESS PO BOX 42602	CITY, ZIP OLYMPIA, WA 98504-2602
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**COMMUNICATION SITE/LEASE INFORMATION**

NAME OF SITE Sumas Mountain	ADDRESS OF SITE, IF ANY
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COMMENCEMENT DATE 1/1/2021	TERMINATION DATE 12/31/30	LEASE AMOUNT \$15,304.28
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THIS LEASE CANCELS, SUPERSEDES, AND/OR REPLACES WSP  
LEASE NUMBER

ATTACHMENTS. THE FOLLOWING ARE ATTACHED TO AND INCORPORATED INTO THIS LEASE:

<b>Addendum:</b> Addendum A, Definitions Addendum B, Access to WSP Facilities Addendum C, Background Checks /Authorization to Release Information Addendum D, WSP Minimum Communication Site Facility Standards Addendum E, Insurance Requirements Addendum F, Key Agreement	<b>Exhibits:</b> Exhibit A, Legal Description and Site Access Exhibit B, Technical Data Sheet Exhibit C, Fees
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This Lease contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Lease and have the authority to enter into this Lease.

**SIGNATURES**

WASHINGTON STATE PATROL  John R. Batiste, Chief Date: 4/19/2021	LESSEE: (see Page 19) Name and Title: Date:
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APPROVED AS TO FORM: MAY 18, 2020

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## COMMUNICATION FACILITY

1. **Definitions.** For purposes of this lease, definitions are listed in Appendix A, Definitions.
2. **Premises.** WSP hereby leases to Lessee the Premises as described in Exhibit A, Legal Description and Site Access. This Lease does not create any estate or transfer any interest in real estate.
3. **Lessee's Acceptance of Premises.** Lessee has examined the Premises and accepts it in its present condition as part of the consideration of this Lease.
4. **Permitted Use.** The Premises may be used by Lessee only for the installation, operation, maintenance, upgrading, and removal of unstaffed personal communications equipment and related telecommunications activities for which Lessee is legally authorized to provide. Lessee shall not use the Premises for any other purposes without the prior written authorization of WSP.
5. **Access to Premises.**
  - a. Lessee's access to the Premises shall be at the location(s) indicated on Exhibit A, Legal Description and Site Access.
  - b. For unaccompanied or unescorted access to WSP facilities, electronic equipment and/or computer systems, Lessee shall comply with WSP's policies regarding secured access as listed in Addendum B. Only Lessee and/or Lessee's representatives that have passed background checks are authorized access to WSP facilities.
  - c. When background checks are completed and passed, Lessee may access the Premises twenty-four (24) hours a day, seven (7) days a week for maintenance and operation of Lessee's Communication Facility. Lessee shall email WSP Technical Contact listed on the Face Sheet within 24 hours of visit.
  - d. In the event of an emergency, such as, but not limited to, road failure, evacuation, natural disasters, hazardous substance spills, fatal accidents, and special events, Lessee's access may, at the WSP's discretion, be limited or temporarily suspended or terminated. Such limitation, suspension or temporary termination in Lessee's access may be restored as soon as the circumstances allow and at the WSP's discretion.

## LEASE TERM, RENEWALS, AND MODIFICATIONS

6. **Term.** The Term of this Lease shall be:

Ten (10) years from the Commencement Date to the Termination Date. Termination Date may change due to Renewal.
7. **Renewal.**
  - a. This Lease may be renewed on the Renewal Date for one (1) additional (*choose one: Governmental/Public safety agencies: ten-(10) year or Commercial entities: five-(5) year*) period (Renewal Period) for no more than a total of (*choose one: Governmental/Public safety agencies: 20 years or Commercial entities: 10 years*), provided that:
    - 1) Lessee is not in default and has not been in default during the term of this Lease,

- 2) There is no public need for the Premises,
  - 3) Lessee does not impair the safety or operation of WSP's facility, as solely determined by WSP, and
  - 4) The terms and conditions of this Lease conform to then existing state policies or practice, laws, regulations, and contracts, or Lessee is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts.
- b. Prior to approval of a Renewal Period, WSP shall review the current status of the rental account to reconcile the account balance. Lessee shall be required to pay any delinquent rents prior to approval of the Renewal Period. Any outstanding rent credit shall be applied to the next annual rent payment. Lessee shall be responsible for any remaining balance of the rental account after the applicable rent credit is applied.
  - c. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policy, practice, laws, regulations, or contracts and as reflected in a written amendment signed by both parties.
  - d. Lessee shall give notice of its intent to renew this Lease for the Renewal Period at least three (3) months, but no more than twelve (12) months prior to the expiration of this Lease, or any extension thereof.
8. Lease Modifications. This Lease contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by a written amendment to this Lease signed by all parties. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right by either party, unless by written amendment shall discharge or invalidate such covenant or provision, or affect the right of the either party to enforce the same in the event of any subsequent breach or default.

## **RENT AND PAYMENT**

9. Rent.
- a. Rent price shall be based on Lessee's equipment as detailed in Exhibit C – Technical Data Sheet(s), the space occupied on Lessor's property, and expenses incurred for Lessee's use of the Communication Facility. Lessee agrees to pay rent for the Premises to WSP on or before the Payment Date then annually on or before the Payment Date thereafter during the entire Term of this Lease as stated on Exhibit D – Fees.
  - b. Lessee warrants that it is centrally assessed by the Washington State Department of Revenue (DOR), pays Leasehold Excise Tax (LET) directly to DOR, and is not required to pay LET to WSP at the time of executing this Lease. Should Lessee's central assessment status change Lessee agrees to immediately notify WSP and begin paying applicable LET to WSP. It is the responsibility of Lessee to ascertain whether payment of LET is required to WSP or DOR. If Lessee is centrally assessed by DOR, Lessee shall provide WSP documentation of Lessee's central assessment status within thirty (30) days of execution of this Lease.
  - c. Rent will be paid during the entire Term of this Lease at the addresses designated on the Payment address listed on the Face Sheet.

- d. All payments shall have the WSP lease number on all payment documents.
- e. If multiple premises' rental payments are submitted in one check, a breakdown of all corresponding premises' and their rent amounts shall be clearly identified by the WSP lease numbers. Payments that do not include this information or are not for the required rent amount may be returned and delinquent fees will be applied.
- f. The receipt of any rent payment by WSP, with knowledge of any breach of this Lease by Lessee or of any default on the part of Lessee in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed a past, present, or future waiver of any provision of this Lease.

10. Rent Adjustments.

- a. Rent will be increased annually throughout the Term of this Lease on the Annual Rent Adjustment Date.
- b. Annual Rent Adjustments will continue throughout any Renewal Period in the same manner and on the same basis as during the original Lease Term. Annual Rent Adjustments will continue throughout any Renewal Period in the same manner and on the same basis as during the original lease Term.
- c. The Payment Date shall remain the same throughout any and all Renewal Periods irrespective of rent adjustments.
- d. At the time of any Premises modification or Communication Facility upgrade, rent may be adjusted at WSP's discretion by either the WSP rate calculator or an amount that reflects changes in comparable rents as identified in an appraisal or market evaluation, whichever is higher. In no event shall the rent be less than the initial amount.

11. Additional Expenses. Additional expenses not listed in the Fees and is incurred by or required for Lessee's use of its Communication Facility shall be borne by Lessee.

12. Holdover. If Lessee remains on the Communication Facility without a current lease agreement, Lessee shall remit a monthly payment until lease is renewed or Lessee has vacated Facility. Payment will be at 150 percent times the monthly rate before the lease expired.

13. Charge for Delinquent Payment. If any sums payable to WSP are not received by the fifteenth (15th) calendar day following the Payment Date, Lessee shall pay WSP, in addition to the amount due, for the cost of collecting and handling such delinquent payment Twenty-five and 00/100 Dollars (\$25.00) and one percent (1%) of the delinquent amount. In addition, all delinquent sums payable by Lessee to WSP and not received by WSP within fifteen (15) calendar days of the Payment Date shall, at WSP's option, bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater; provided that, if the highest rate allowable by law is less than twelve percent (12%), interest charged hereunder shall not exceed that amount. Interest on all delinquent amounts shall be calculated from the Payment Date to the date WSP receives payment. Also there shall be a charge for any check returned uncollectible in accordance with WAC 468-20-900. WSP and Lessee agree that such charges represent a fair and reasonable estimate of the costs incurred by WSP by reason of delinquent payments and uncollectible checks. WSP's acceptance of less than the full amount of any payment due from Lessee shall not be deemed an accord and satisfaction, waiver, or compromise of such payment unless specifically agreed to in writing by WSP.

## COOPERATION IN USE OF PREMISES AND COMMUNICATION FACILITY

14. Compliance with WSP's Minimum Communication Site Facility Standards. Lessee agrees to comply with the "WSP Minimum Communication Site Standards" (Addendum D) and any revisions thereto as may be made to comply with the latest standards endorsed by the Western Washington Cooperative Interference Committee. Any upgrades to meet the most current standards will be borne proportionately by all occupants.
15. WSP's Right of Entry and Inspection.
  - a. WSP, for itself and its employees, agents, and contractors, reserves the right to enter upon the Premises at any time and without notice to Lessee, but not to go inside Lessee's equipment shelter, except by reasonable notice to Lessee and in Lessee's presence, for the purpose of operation, inspection, maintenance, construction, or reconstruction of the Premises facilities located thereon or any element thereof. Further, WSP may also, from time to time, go upon the Premises for the purpose of inspecting any excavation, construction, or maintenance work being done by Lessee. WSP will take all reasonable measures to minimize any disruption to Lessee. WSP shall in no way be responsible for any incidental or consequential damages, including, but not limited to, lost profits due to such loss of use by Lessee; provided that, Lessee may be entitled to a pro rata reduction of rent for the period in which the Premises could not be used by Lessee due to such entry.
  - b. Entry upon the Premises for any other purpose by WSP shall be conducted during the hours of 6 a.m. to 6 p.m.
16. Maintenance of Facility.
  - a. Lessee shall, at its own expense and at all times, keep the Premises and Communication Facility neat, clean, and in a sanitary condition, and keep and use the Premises and Communication Facility in accordance with all applicable laws, ordinances, rules, regulations, and requirements of governmental authorities. Lessee shall permit no waste, damage, or injury to the Premises or on the access to the Premises. Lessee shall not allow debris or refuse to accumulate on the Premises. Lessee shall make such repairs as necessary to maintain the Premises in as good condition as existed on the Commencement Date. Repairs for damages caused by Lessee's or Lessee's subcontractor's actions will be at Lessee's expense. Reasonable wear, and damage by fire and other casualty for which Lessee is not responsible are exempted.
  - b. To the extent possible, Lessee shall protect the Premises from fire and shall report any fires on the Premises to WSP, by phone, as soon as possible after Lessee becomes aware thereof, to the WSP Technical contact.
  - c. Weed control shall be provided by WSP. No additional spraying without prior approval by WSP is permitted.
17. WSP's Reservation of Right to Maintain and Grant Utility Franchises and Permits.
  - a. WSP reserves the right for utility franchise and permit holders to enter upon the Premises to maintain facilities and, for itself, to grant utility franchises and/or permits across the Premises; provided that, such franchises and/or permits do not materially interfere with Lessee's authorized use of the Premises. Such installation will be accomplished in such a manner as to minimize any

disruption to Lessee. The franchise or permit holder will be required to restore paving, grading, and improvements damaged by the installation.

- b. Lessee will not disturb markers installed by a franchise or permit holder and will contact the franchise or permit holder prior to any excavation in order that the franchise or permit holder may locate the utility. It is Lessee's responsibility to protect legally installed underground utilities from damage caused by itself, its contractors, agents, employees, Lessees, and/or invitees.
- c. Prior to any operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced to a vertical depth of twelve inches (12") or greater, Lessee shall call the locator service in Lessee's area as required by Chapter 19.122 RCW to ascertain the existence of underground utilities.
- d. Lessee shall comply with all provisions of Chapter 19.122 RCW relating to underground facilities.

18. Lessee Permits.

- a. Lessee shall secure all necessary federal, state, and local licenses and permits at its sole expense.
- b. WSP hereby authorizes Lessee to make any and all applications and/or submissions necessary to obtain all licenses and permits (Government Approvals) from all applicable governmental and/or regulatory entities required for construction of wireless communication facilities on the Premises. To the extent authorized by law, WSP agrees to cooperate with Lessee, at no cost to WSP other than administrative costs, in the submission and/or processing of any such applications, and agrees to execute any documents, applications, or other submissions required therefore. To the extent authorized by law, WSP further agrees to take no action that will inhibit, impede, or delay Lessee's ability to obtain said Governmental Approvals.

19. Utility Improvements. Should Lessee require the installation of utility lines or facilities on the Premises, either on its own or under contract with a third-party utility provider, Lessee shall, before installation of such utility lines or facilities, obtain all required Utility Franchises or Permits and keep such franchise or permit in force for the duration or any extension of this Lease.

20. Advertising Devices, Signs, and Lighting.

- a. Advertising devices are not permitted on the Premises.
- b. Lights outside of Lessee's equipment shelter require WSP's written authorization.
- c. Lessee shall post and maintain on its shelter a sign no larger than one foot by one foot (1' x 1') giving the Lessee's site number and an emergency telephone number. No other signs are permitted on the Premises.

21. Collocation.

- a. WSP reserves the right to collocate equipment on the Premises for other users at WSP's discretion. Lessee agrees to facilitate such collocation and WSP agrees that such collocation shall not Materially Interfere with Lessee's authorized use of the Premises.
- b. Lessee shall not authorize any other users' use of the Premises or its Communication Facility located on the Premises without WSP's prior written authorization. WSP will negotiate a separate lease with such interested users for use of WSP property.

- c. WSP shall not permit collocations where it can be shown, to WSP's satisfaction, that such installation will Materially Interfere with Lessee's uses authorized in this Lease. Lessee's Communication Facility shall not be taken off-air to accommodate a third party user without Lessee's prior written authorization. No third party user shall have access to Lessee's equipment shelter without Lessee's prior written authorization.
- d. Lessee shall not be required to share space within its leased area with third party users. All materials, transmitters, shelter space, antennas, coax, and other required items for installation of any third party user's facilities shall be supplied at the sole cost and expense of said user. All materials, transmitters, shelter space, antennas, coax, and other required items for installation of the facilities of other users shall be supplied at the sole cost and expense of such other users.

22. Relocation.

- a. Should WSP determine it has a need for a location where Lessee's equipment is located and deem it necessary to relocate Lessee's equipment on the tower or within the Communication Facility, Lessee shall at its expense, relocate its equipment to a location(s) identified by WSP; provided that:
  - 1) WSP shall provide Lessee with thirty (30) calendar days written notice of the proposed relocation and the notice shall identify the proposed location(s) approved by WSP; and
  - 2) Lessee shall diligently proceed with such relocation, which WSP acknowledges could take up to twelve (12) months to complete from the time written notice is issued to Lessee; and
  - 3) such relocation will be performed exclusively by Lessee or its agents; and
  - 4) Lessee shall provide new Construction Drawings to reflect the new equipment location(s) and corresponding changes to the Communication Facility; and
- b. If in Lessee's judgment no suitable location(s) can be found within the Communication Facility, Lessee shall have the right to terminate this Lease upon thirty (30) days prior written notice to WSP, without penalty or further obligation. Lessee shall be entitled to a pro rata refund of rent pre-paid for the Premises beyond the Termination Date in the event Lessee terminates the lease for this reason.

23. Non-Interference.

- a. Lessee shall not use the Premises or access areas in any way which Materially Interferes with the use of the adjacent WSP property or WSP's use of the Premises. Similarly, WSP shall not use, nor shall WSP permit its Lessees, employees, or agents to use, any portion of the Premises or WSP's property in any way which Materially Interferes with the operations of Lessee authorized by this Lease.
- b. Further, such interference shall include, but not be limited to, any use on the Premises or adjacent WSP property that causes electronic degradation of authorized communications uses and/or radio signals. Such Interference shall be terminated immediately upon notice by the other party. In the event any such Interference does not cease promptly, the parties acknowledge that continuing Interference may cause irreparable injury and, therefore, the injured party shall have the right to bring an action to enjoin such Interference or to terminate this Lease immediately upon written notice.
- c. WSP agrees that it will require any other occupants of the Premises subsequent to Lessee to provide the same assurances against Material Interference and Interference, and such subsequent

occupant shall have the obligation to eliminate any Material Interference and Interference in relation to Lessee's authorized use of the Premises caused by such subsequent occupant.

- d. WSP and Lessee shall have the right to conduct intermodulation tests and interference analyses at Lessee's expense. Lessee and WSP covenant and agree that their transmissions will at no time interfere with those of other users authorized to be located on the Premises. Further, WSP and Lessee agree that they will not alter their existing transmission frequencies or antenna locations so as to interfere with those transmissions of other users. Lessee shall advise the WSP Technical Contact or other such person or address as may be designated in writing by WSP, in writing thirty (30) calendar days prior to changing its transmission frequency, antenna type, or location so that WSP can conduct interference analyses. WSP shall advise Lessee in writing thirty (30) calendar days prior to changing its transmission frequency. WSP and Lessee agree to coordinate their respective transmission frequencies in such a manner that neither will interfere with the reception nor broadcast of the other. WSP shall require any future users' of the tower to conduct the same tests and show that such future users will not create Interference.

24. Taxes, Assessments, and Utilities.

- a. Lessee agrees to pay all taxes and assessments which are the result of Lessee's use of the Premises and/or which may hereafter become a lien on the interest of Lessee in accordance with RCW 79.44.010. Lessee shall pay all taxes which may hereafter be levied or imposed upon the interest of Lessee or by reason of this Lease.
- b. Lessee is responsible for and agrees to pay for utilities that serve Lessee's use of the Premises.

25. Liens.

- a. Nothing in this Lease shall be deemed to make Lessee the agent of WSP for purposes of construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on the Premises. Lessee acknowledges that WSP may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by Lessee.
- b. Lessee shall at all times defend, indemnify, and hold harmless WSP from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, caused by Lessee or as a result of Lessee's actions or omissions and from the cost of defending against such claims, including attorneys' fees.
- c. In the event a lien in connection with the aforesaid activities by Lessee is filed upon the Premises, Lessee shall either:
  - 1) Record a valid Release of Lien, or
  - 2) Deposit sufficient cash with WSP to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to a lien holder claim, or
  - 3) Procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.
  - 4) Should Lessee fail to accomplish any of the above options within thirty (30) calendar days after the filing of such a lien, Lessee shall be in default.

26. Encumbrances. Lessee shall not encumber the Premises.

27. Condemnation. The Premises shall not be considered as part of or as contributing to the use of any adjoining or other properties owned, used, or controlled by Lessee in the event such other property or property rights of Lessee are subject to condemnation at the time of execution of the Lease or subsequent to the execution of this Lease.

## **IMPROVEMENTS, FIXTURES, PERSONAL PROPERTY**

28. Improvements and Fixtures.

- a. Lessee shall not construct or make improvements unless authorized in writing by WSP. Examples of such work include, but not limited to, the construction of a new tower, communications or generator building, fuel tank or significant construction requiring permits by local government agencies. All improvements made on the Tower and/or cause an expansion of the Premises without the written consent of WSP are unauthorized and shall, at the option of WSP, be removed by Lessee, be removed by WSP at the cost to Lessee, or become the property of WSP.
- b. Lessee shall not change the previously approved equipment unless authorized in writing by WSP. Changes may include, but not limited to, equipment swapping, improvements, and/or enhancements. Lessee is to submit approval requests using the format and procedure provided by WSP at (*insert URL address to WSP's application workbook*). No work may commence without WSP's approval of the request and an amendment executed by both parties. Such authorization shall not be unreasonably withheld or delayed. WSP reserves the right to waive an amendment.
- c. Per lease application workbook, WSP may require any or all of the following for review and approval:
  - 1) Application
  - 2) Technical Data sheet
  - 3) Tower structural analysis
  - 4) Complete set of plans and specifications for grading and all improvements proposed to be placed. Plans shall be affixed with an appropriate professional structural engineer's license.
  - 5) Site Plan
  - 6) Intermodulation Study. Lessee shall sign a non-disclosure agreement in order to receive WSP's frequencies.
- d. A Radio Frequency Study may be requested after changes are installed. If OSHA limits are exceeded, WSP shall require Lessee to comply with OSHA requirements at Lessee's expense and within the time limit established by WSP.
- e. WSP may inspect the Premises for any work done by Lessee to insure compliance with the authorized plans and specifications or otherwise. This right shall not impose any obligation upon WSP to make inspections to ascertain the safety of Lessee's improvements or the condition of the Premises.
- f. Lessee expressly acknowledges and agrees that WSP's rights under this Lease to review, comment on, disapprove, and/or authorize designs, plans specifications, work plans, construction, equipment, installation:
  - 1) exist solely for the benefit and protection of WSP,

- 2) do not create or impose upon WSP any standard or duty of care toward Lessee, all of which are hereby disclaimed,
- 3) may not be relied upon by Lessee in determining whether Lessee has satisfied any and all applicable standards and requirements, and
- 4) may not be asserted, nor may WSP's exercise or failure to exercise any such rights be asserted, against WSP by Lessee as a defense, legal or equitable, to Lessee's obligation to fulfill such standards and requirements and regardless of any acceptance or acknowledgement of work by WSP.

29. Lessee's Personal Property.

- a. Lessee's personal property located on the Premises shall remain the exclusive property of Lessee. WSP shall not be liable in any manner for, or on account of, any loss or damage sustained to any property of whatsoever kind stored, kept, or maintained in or about the Premises, except such claims or losses that may be caused by WSP or its agents or employees.
- b. WSP hereby waives any and all lien rights it may have, statutory or otherwise, concerning Lessee's radio transmitting or receiving equipment or any portion thereof, which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws, and WSP gives Lessee the right to remove all or any portion of same from the Premises from time to time in Lessee's sole discretion and without WSP's consent, except as otherwise provided in this Lease.

## TERMINATION AND EXPIRATION

30. Termination by WSP.

- a. WSP may terminate this Lease, without penalty or further liability as follows:
  - 1) upon fifteen (15) calendar days written notice to Lessee, if Lessee fails to cure a default for payment of amounts due under this Lease within that 15 calendar-day period;
  - 2) upon not less than thirty (30) calendar days written notice if the Premises has been abandoned, in WSP's sole judgment, for a continuous period of ninety (90) calendar days;
  - 3) upon thirty (30) calendar days written notice to Lessee, if Lessee defaults, other than for nonpayment of rent and fails to cure such default within that 30 calendar-day period, or if Lessee is diligently working to cure the default, such longer period, as may be reasonably determined by WSP;
  - 4) upon thirty (30) calendar days written notice to Lessee, if Lessee does not complete construction of the improvements within one hundred eighty (180) calendar days from the Commencement Date of this Lease. WSP and Lessee may mutually agree in writing to extend the above 180 calendar-day period to accommodate conditions out of the control of either party, such as, but not limited to, weather, availability of equipment, and availability of utilities;
  - 5) immediately, upon written notice to Lessee, if Lessee causes Material Interference and fails to cure as provided in Section 21, Non-Interference;

- 6) immediately, upon written notice, if a receiver is appointed to take possession of Lessee's assets, Lessee makes a general assignment for the benefit of creditors, or Lessee becomes insolvent or takes or suffers action under the Bankruptcy Act;
  - 7) upon one hundred eighty (180) calendar days written notice if WSP determines that it is in the best interest of the state of Washington to terminate this Lease.
  - 8) immediately if an emergency exists, determined by WSP.
- b. Waiver or acceptance of any default of the terms of this Lease by WSP shall not operate as a release of Lessee's responsibility for any prior or subsequent default.
  - c. If Lessee defaults on any provision in this Lease, such as but not limited to, the timely payment of rent, three times within a five (5) year period, then the third default shall be deemed "non-curable" and this Lease may be terminated by WSP on thirty (30) calendar days written notice.
  - d. Lessee shall be entitled to a pro rata refund of rent pre-paid beyond the Termination Date in the event WSP terminates this Lease as provided in Section 19 Relocation.

31. Termination by Lessee.

- a. Lessee may terminate this Lease without penalty or further liability as follows:
  - 1) Upon thirty (30) calendar days' written notice for any reason within the sole discretion of Lessee;
  - 2) Upon thirty (30) calendar days written notice, if WSP defaults and fails to cure such default within that 30 calendar-day period, or such longer period, if WSP is diligently working to cure the default, as may be reasonably determined by Lessee;
  - 3) Immediately, upon written notice, if in Lessee's judgment the Premises is destroyed or damaged so as to substantially and adversely affect the effective use of the Communications Facility;
  - 4) At the time title to the Premises transfers to a condemning authority, if there is a condemnation of all or part of the Premises, including a sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of such power. In such event, each party shall be entitled to pursue their own separate awards with respect to such taking; or
  - 5) Immediately, upon written notice, if WSP causes Material Interference, and fails to cure, as provided in Section 18, Non-Interference.
- b. Unless Lessee terminates due to Section 19 Relocation, all rent pre-paid for the Premises by Lessee beyond the Termination Date shall be retained by WSP.

32. Vacation of Premises. On the Termination or Expiration Date of this Lease, Lessee shall cease its operations on and/or use of the Premises. Upon termination or expiration of this Lease under the provisions herein, the improvements and equipment that remain the personal property of Lessee, shall be removed by Lessee at its expense in a reasonable manner within sixty (60) days of Termination.

33. Costs to Remove Lessee's Property. In the event Lessee fails to vacate the Premises with sixty (60) days of the Termination or Expiration Date, Lessee shall be liable for any and all costs to WSP arising from such failure. WSP will remove and dispose of property remaining on the Premises

within applicable laws. Lessee agrees to and shall reimburse WSP for the cost of such removal and disposal within thirty (30) calendar days of the date of WSP's invoice.

34. Restoration of Site. Prior to the Termination or Expiration Date of this Lease, Lessee agrees, if so directed by WSP, to restore the Premises to its condition prior to Lessee's occupancy, reasonable wear and tear excepted. This work is to be done at Lessee's expense and to the reasonable satisfaction of WSP.

## **LAWS, ORDINANCES, REGULATIONS**

35. Compliance with Laws. Lessee shall at all times and at its sole expense, comply with all laws and ordinances, orders, guidelines, policies, directives, rules, and regulations of municipal, county, state, and federal governmental authorities or regulatory agencies (Laws). Lessee shall defend, indemnify, and hold harmless WSP, any agents, officers, or employees thereof against any claims arising from any violations by Lessee, its contractor, agents, or employees, of any such Laws. The indemnity provision of this Section shall survive the termination or expiration of this Lease.
36. Non-ionizing Electromagnetic Radiation (NIER) Levels. Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency ("EPA") or other local governing agencies.
37. Environmental Laws.
- a. Lessee represents, warrants, and agrees that it will conduct its activities on and off the Premises in compliance with all applicable environmental laws. As used in this Lease, the term "Environmental Laws" is defined as all federal, state, and local environmental laws, rules, regulations, ordinances, judicial, or administrative decrees, orders, decisions, authorizations, or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations.
  - b. Toxic or hazardous substances are not allowed on the Premises without the express written authorization of WSP and only under such terms and conditions as may be specified by WSP. For the purposes of this Lease, "Hazardous Substances," shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations, and shall include gasoline and other petroleum products. In the event such authorization is granted, the use and disposal of such materials shall be done in a legal manner by Lessee.
  - c. Lessee agrees to cooperate in any environmental investigations conducted by WSP's staff or independent third parties where there is evidence of contamination on the Premises, or where WSP is directed to conduct such audit by an agency or agencies having jurisdiction. Lessee will reimburse WSP for the cost of such investigations, where the need for said investigation is determined to be caused by Lessee's operations. Lessee will provide WSP with notice of any

inspections of the Premises, notices of violations, and orders to clean up contamination. Lessee will permit WSP to participate in all settlement or abatement discussions. In the event Lessee fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, WSP may elect to perform such work, and Lessee covenants and agrees to reimburse WSP for all direct and indirect costs associated with WSP's work where those costs are determined to have resulted from Lessee's use of the Premises.

- d. Lessee agrees the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the property.
  - e. For the purposes of this Lease, "Costs" shall include but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil, or criminal penalties, and attorneys' fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include but not be limited to Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the Clean Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxics Control Act, Ch. 70.105D RCW, et seq., including all amendments and/or revisions to said laws and regulations.
  - f. Lessee, its successors and assigns, agrees to defend, indemnify, and hold harmless WSP from and against any and all claims, causes of action, demands, and liability which are caused by or result from Lessee's and its employees', agents', and/or contractors' activities on the Premises, including but not limited to any Cost, costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to other properties, including without limitation, the adjacent WSP property.
  - g. Lessee, its successors and assigns, further agrees to defend, indemnify, and hold harmless WSP from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from said Premises, which Hazardous Substances were released on to the Premises as a result of Lessee's and its employees', agents', and/or contractors' activities.
  - h. To the extent allowed by law, WSP hereby agrees to defend, indemnify, and hold Lessee harmless from any Costs or liabilities associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises by the acts or omissions of WSP, its employees, contractors, and agents. To the extent allowed by law, WSP further agrees to defend, indemnify, and hold harmless Lessee from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from said Premises, which such Hazardous Substances have been released on the Premises as a result of WSP's acts or omissions or those of its employees, contractors, and/or agents.
  - i. WSP represents, warrants, and agrees that it has in the past and will in the future, conduct its activities on the Premises in compliance with all applicable Environmental Laws and that the Premises is free of Hazardous Substances as of the Execution Date of this Lease.
  - j. The provisions of this Section shall survive the expiration or termination of this Lease.
38. Nondiscrimination. Lessee, for itself, its successors, and assigns does hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of ch. 49.60 RCW, as to the Premises.

## MISCELLANEOUS

39. Insurance. At its sole expense, Lessee shall secure and maintain in effect a policy of general liability insurance issued by an insurer licensed to conduct business in the state of Washington. Lessee shall comply with insurance requirements listed in Addendum E – Insurance. Lessee is a governmental entity and is self-insured.
40. Hold Harmless, Indemnification, Waiver.
- a. Lessee and its successors and assigns, shall protect, save, and hold harmless WSP, its authorized agents and employees, from all claims, actions, costs, damages (both to persons and/or property), or expenses of any nature whatsoever by reason of the acts or omissions of Lessee, its agents, invitees, contractors, lessees, or employees, arising out of, or in connection with, its acts or activities or the acts or activities of its, agents, invitees, contractors, lessees, or employees, related to this Lease. Lessee further agrees to defend WSP, its authorized agents or employees, in any litigation, including payment of any costs or attorneys' fees, for any claims or actions commenced, arising out of, or in connection with, such acts or activities related to this Lease. The obligations in this Section shall not include such claims, costs, damages, or expenses to the extent caused by the acts of WSP or its authorized agents or employees; provided that, if the claims or damages are caused by or result from the concurrent acts of (a) WSP, its authorized agents or employees and (b) Lessee, its agents, invitees, contractors, lessees, or employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the acts or omissions of Lessee's agents, invitees, contractors, lessees, or employees.
  - b. Lessee agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees, or agents while performing construction, operation, and/or maintenance of the Premises or Communication Facility while located on the Premises. For this purpose, Lessee, by mutual negotiation, hereby waives with respect to WSP only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions Title 51 RCW.
  - c. The indemnification and waiver provisions in this Section shall survive the expiration or termination of this Lease.
41. Assignment.
- a. Neither this Lease, nor any rights created by it may be assigned, sublet, or transferred by Lessee without the prior written approval of WSP. Any such assignment shall be in writing on a form approved by WSP and shall include an assumption of the Lease by the assignee. In determining whether to approve an assignment or sublease WSP shall be entitled to consider the proposed assignee's or sublessee's financial condition, managerial capability, business reputation, nature of the proposed assignee's or sublessee's business, and such other factors as may reasonably bear upon the suitability of the assignee or sublessee as a Lessee of the Premises or the holder of this Lease.
  - b. Lessee shall provide the written assignment form to WSP at least sixty (60) calendar days prior to the date Lessee requires the approved form. In addition, Lessee shall provide to WSP a copy of said written assignment within fifteen (15) calendar days of its execution. If Lessee is a corporation, then the transfer of forty percent (40%) of Lessee's stock is deemed an assignment for the purposes of this Lease and requires WSP approval. WSP's consent to one assignment or sublease shall not waive the requirement of obtaining WSP consent to any subsequent

assignment or sublease. Lessee hereby covenants that it is acting as principal and not as an agent for any undisclosed principal.

- c. In the event Lessee assigns this Lease, sublets, or otherwise allows third party use of any portion of the Premises, whether by written or verbal agreement, without WSP's prior written approval, WSP, in addition to or in lieu of terminating this Lease for default and in addition to any damages it may experience, may demand a share of any revenue generated by such unauthorized use. WSP shall set the amount of said share and its decision shall be final and binding. WSP may demand such share at any time during the term of this Lease. Lessee agrees to pay said share retroactively to the date the unauthorized third-party use commenced. Furthermore, such unauthorized assignment shall not relieve Lessee from all of its obligations under this Lease, including, but not limited to, the payment of rent and the maintenance of insurance. Further, Lessee shall execute an assignment as provided above within ten (10) calendar days of the date WSP approves the assignment.
42. Performance by WSP. If Lessee defaults in the performance or observation of any covenant or agreement contained in this Lease, WSP, without notice if deemed by WSP that an emergency exists, or if no emergency, with thirty (30) calendar days written notice, may direct Lessee to stop work and may itself perform or cause to be performed such covenant or agreement and may enter upon the Premises for such purpose. Such an emergency shall include, but not be limited to, endangerment of life, endangerment of WSP's facility, or failure of Lessee to obtain in a timely manner any insurance. Lessee shall reimburse WSP the entire cost and expense of such performance by WSP within thirty (30) calendar days of the date of WSP's invoice. Any act or thing done by WSP under the provisions of this Section shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.
43. Cooperation in Execution of Subsequent Documents. WSP and Lessee agree to cooperate in executing any documents (including a Memorandum of Lease) necessary to protect the rights of the parties granted by this Lease.
44. Interpretation. This Lease shall be construed in accordance with the laws of the state of Washington. The titles to paragraphs or sections of this Lease are for convenience only, and shall have no effect on the construction or interpretation of any paragraph or sections hereof.
45. Invalid Provision. If any provision or condition of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
46. Totality of Agreement. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by Lessee or by WSP, except to the extent that the same are expressed in this Lease. It is further understood that this Lease shall not be valid and binding upon WSP unless and until accepted and approved by the Chief of WSP or the Chief's duly authorized representative.
47. Attorney Fees. In the event of any controversy, claim, or dispute arising out of this Lease, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to attorney's fees and costs, except as provided elsewhere in this Lease.
48. Venue. Lessee agrees that the venue of any action or suit concerning this Lease shall be in the Thurston County Superior Court, and all actions or suits thereon shall be brought therein, unless the parties mutually agree otherwise, in writing.
49. Notices. Except as otherwise designated in this Lease, wherever in this Lease written notices are to be given or made, they will be delivered or sent by certified mail addressed to the parties at the

addresses listed on the Face Sheet unless a different address shall be previously designated in writing and delivered to the other party. Notices shall be deemed effective as of the delivery date. Lessee agrees to accept service of process or certified mail at the addresses provided herein, provided any such address is located in the state of Washington.



NOTARY

LESSEE

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as \_\_\_\_\_ of the \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

(Seal or stamp)

\_\_\_\_\_  
(Print Name)  
Notary Public in and for the State of  
Washington, residing at

\_\_\_\_\_  
My appointment expires \_\_\_\_\_

WASHINGTON STATE PATROL

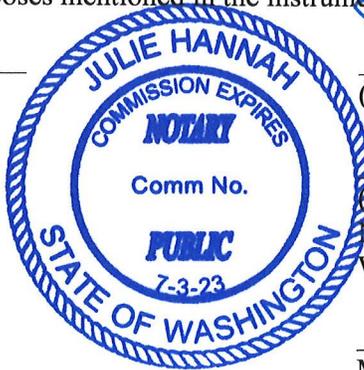
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that Robert L Maki is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as CFO of the Washington State Patrol, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4-19-21

\_\_\_\_\_  
(Signature)

(Seal or stamp)



JULIE HANNAH  
(Print Name)

Notary Public in and for the State of  
Washington, residing at

Thurston  
My appointment expires 7-3-23

## ADDENDUMS

### ADDENDUM A - DEFINITIONS

DEFINITIONS	
Adjustment	Rent will be increased annually throughout the term of the Lease, beginning on the second Payment Date, per Exhibit D, Fees
Annual Rent Adjustment Date	Shall be annually on the Commencement Date
Authorization	Written approval in the form of a signed document, i.e., Notice to Proceed and/or amendment.
Commencement Date	The first day of the month following the Execution Date unless the Lease is executed on the first day of the month, then the Execution Date shall also be the Commencement Date
Communication Site	The property in which the Communication Facilities reside
Communication Facility	Unstaffed personal communications equipment and related telecommunications activities for which Lessee is legally authorized to provide within leased area
Execution Date	The date WSP signs the Lease
Expiration Date	Shall be 11:59 p.m. on the day preceding ten (10) years
Interference	Defined under applicable Federal Communications Commission (FCC) regulations in Title 47 CFR, as may be amended.
Material Interference	Any use on the Premises or adjacent WSP property that physically interferes with or creates an obstruction to authorized communications uses and/or radio signals.
Payment Date	Shall be the same day as the Commencement Date
Premises	The area Lessee rents from WSP
Renewal Date	Shall be ten (10) years from the Commencement Date
Renewal Period	Additional ten-(10) years or <i>Commercial entities: five-(5) years</i> period
Renewal Rent Adjustment	Rent may be adjusted for each Renewal Period
Term	Shall be ten-(10) years commencing upon the Commencement Date
Termination Date	Shall be 11:59 p.m. on the day WSP or Lessee terminates the Lease
Upgrade or Modification Adjustment	Additional rent charged from the time WSP approves, in writing, Lessee's additional equipment and/or improvements to be added, constructed, installed, and/or instituted outside of the Premises or Permitted Use

## **ADDENDUM B – ACCESS TO WSP’S FACILITIES**

All Lessee and their team members who will have unaccompanied access to WSP facilities, electronic equipment, computers, data bases, or other sensitive or restricted information shall pass a criminal history background check and complete security awareness training before any work is started and before access devices are granted.

### **1. Criminal History Background Checks.**

- a. Lessee shall complete the following forms for each team member:
  - 1) Contractor Qualifications
  - 2) Contractor Waiver and Authorization to Release
- b. Lessee shall use the most recent forms and submit the documents per instructions on the form

### **2. Security Awareness Training.**

- a. Lessee’s team members shall complete security awareness training once every two (2) years.
- b. As soon as possible, Lessee shall request security awareness training by sending the following information for each team member:
  - 1) First name, middle initial, and last name
  - 2) Email address
  - 3) Company name
  - 4) Name of company for which project is being worked
  - 5) Communications site name
- c. WSP shall request and monitor security training for the Lessee’s team members.

### **3. Access Control Devices – Cards and/or keys.**

- a. Lessee shall access Communication Facility with an Access Control Device (ACD) card and/or key.
- b. Only Lessee team members who have passed background checks may be assigned ACD card and/or key.
- c. Lessee and team members shall agree to the rules and requirements on the Key Agreement before being issued the access devices.

**ADDENDUM C – BACKGROUND CHECKS AND AUTHORIZATION TO RELEASE INFORMATION**

The attached forms are samples only.

**INSTRUCTIONS TO LESSEE:**

1. For current forms, contact WSP Background Check and Security Training Contact listed on first page.
2. Follow instructions on the forms.
3. Add communication site name, WSP Lease # and contact information under Project Description.
4. Contact WSP Background Check and Security Training Contact listed on the Face Sheet if there are any questions.

**FINGERPRINTING AND BACKGROUND CHECKS**  
**Contractor Instruction Sheet for**  
**Fingerprint Background Checks**



Please enter the following information on the fingerprint card:

1. Enter your name (including other names used), complete mailing address, Social Security number (optional), citizenship, date of birth, and personal information (sex, race, etc.). The spaces for OCA, FBI, and MNU numbers may be left blank.
2. Enter the name of your employer AND the name of the WSP division/district that will be receiving your services in the EMPLOYER section. Enter the address of the WSP division/district receiving your services in the ADDRESS section.
3. If not previously stamped on the fingerprint card, insert **Contract Employee** in the REASON FINGERPRINTED section. You shall use this exact wording. Also, please make sure **WAWSP0035** is imprinted or written in the ORI Section.

**IF WSP IS FINGERPRINTING YOU:**

1. Take the fingerprint card **and the Contractor Qualification form (Page 2 of these instructions)** to the WSP Identification and Criminal History Section located at 3000 Pacific Avenue, Suite 202, 2nd level, Olympia WA 98501. There will be no charge for the fingerprinting service at the WSP Identification and Criminal History Section. Bring one form of picture identification to the WSP when they take your fingerprints.
2. There is no fee for the state background check. The fee for the Federal Bureau of Investigation (FBI) background check is \$15.50 and shall be paid at the time of fingerprinting. Make checks payable to the Washington State Patrol.

**IF ANOTHER AGENCY IS FINGERPRINTING YOU:**

1. Take the fingerprint card **and the Contractor Qualification form to a law enforcement agency that offers fingerprinting services**. Other law enforcement agencies may charge a fee for this service (usually between \$5 to \$20). Bring one form of picture identification with you to the agency taking your fingerprints.
2. Provide the agency with an envelope (minimum size 9" x 12") with adequate postage for mailing the fingerprint card, **the Contractor Qualification form**, and your check for \$15.50 made out to the Washington State Patrol; and have them send these documents to the Washington State Patrol, Identification and Criminal History Section, PO Box 42633, Olympia WA 98504-2633.

If you have any questions, contact the Identification Section at (360) 534-2000.



**Contractor Qualification**

Non-Washington State Patrol (WSP) personnel who have unaccompanied access to WSP facilities, electronic equipment, computers, databases, or other sensitive or restricted information shall successfully complete a fingerprint background check through the WSP and Federal Bureau of Investigation (FBI).

Please mark either "Yes" or "No" after each of the following questions. (For this purpose, the term "convicted" includes any disposition adverse to the subject. A dismissal entered after a period of probation, suspension, or deferral of sentence is considered a disposition adverse to the subject.)

1. Have you ever been convicted of a felony? (Conviction under the age of 18 may be considered on a case-by-case basis.)

YES  NO

2. Have you ever been convicted of a misdemeanor involving theft, crimes of violence, larceny, moral turpitude, sex offenses, or controlled substances? (Convictions under the age of 21 may be considered on a case-by-case basis.)

YES  NO

If you answered "Yes" to either of the above questions, you will not be allowed unsupervised access to WSP facilities.

All of the information on this form is true and accurate to the best of my knowledge.

Your Signature \_\_\_\_\_

Date

Your Printed Name \_\_\_\_\_

Lessee/Vendor Company Name \_\_\_\_\_

**SAMPLE ONLY – CONTACT WSP**

**BACKGROUND CHECK**

**CONTACT FOR CURRENT FORM**

**Project Description:**

**LESSEE: ENTER COMMUNICATION SITE NAME HERE & WSP Lease #**

Please provide the name of the WSP employee who is your contact for the services you will be providing. If known, provide the title of the employee's division, district, or section (e.g., Information Technology Division, Fleet Section, District 1 Tacoma, etc.):

**LESSEE: ADD THESE NAMES TO THE FORM BEFORE SUBMITTING**

Employee Name Eric Felch /

Division/District/Section Electronic Services Division

**Contractor Waiver and  
Authorization to Release Information**



I authorize the recipient of this document to furnish the Washington State Patrol (WSP) with any and all information needed to determine whether I may be granted access to facilities or technologies of the WSP: my work records; my military service records; and any criminal history information. Information of a confidential or privileged nature shall also be included in this request. Your reply will be used to assist the Washington State Patrol in determining my qualifications for access to facilities or technologies of the WSP. I understand my rights under Title 5, United States Code, Section 552a, the Privacy Act of 1974, and waive these rights with the understanding that the information furnished will be used only for determining my prospective access to facilities or technologies of the WSP.

**To be completed by the applicant:**

For and in consideration of being considered to have access to facilities or technologies of the WSP, I \_\_\_\_\_, agree to indemnify and hold harmless the agency and/or person to whom this document has been presented; for myself, my heirs, assigns, or other successors in interest and do hereby release and forever discharge the State of Washington, the WSP, its officers, agents, employees, agencies, and departments from any and all liability for all existing and future claims, damages, and causes of action of any nature whatsoever which I may have or which may inure to me as a result of the acts or omissions of WSP based upon this process and the information requested. I understand that should information of a serious nature arise during the process of determining my qualifications for access to facilities or technologies of the WSP, such information may be turned over to the proper authorities. I also understand that because of confidentiality, security, and the integrity of the WSP process, I will not be provided any information obtained during this process, including the reasons for denial of access, should the process result in such denial.

**SAMPLE ONLY – CONTACT**

Print Name (First, Middle, Last)

**WSP BACKGROUND**

Other names you have been known by (including prior marriage or nickname)

**CHECK CONTACT FOR**

Address

City

State

Zip Code

**CURRENT FORM**

Social Security Number

Date of Birth

Signature

Date

*\*A photocopy of this information shall be as valid as the original. This form is valid for the period that access is granted to facilities or technologies of the Washington State Patrol.*

3000-342-009 (3/14)

## ADDENDUM D – WSP MINIMUM COMMUNICATION SITE FACILITY STANDARDS

These Communication Site Facility Standards are developed in conjunction with the Western Washington Cooperative Interference Committee (WWCIC) and the Washington State Patrol, Radio Program.

These are minimum standards of good engineering practice in the operation and maintenance of communication sites. These standards will be revised as deemed necessary by WSP.

- 1 WSP, for itself and its employees, agents, and contractors, reserves the right to enter upon the Premises at any time and without notice to Lessee, but not to go inside Lessee's equipment shelter, except by reasonable notice to Lessee and in Lessee's presence, for the purpose of operation, inspection, maintenance, construction, or reconstruction of the Premises facilities located thereon or any element thereof. Further, WSP may also, from time to time, go upon the Premises for the purpose of inspection any excavation, construction, or maintenance work being done by Lessee. WSP will take all reasonable measures to minimize any disruption to Lessee. WSP shall in no way be responsible for any incidentally or consequential damages, including, but not limited to, lost profits due to such loss of use by Lessee; provide that Lessee may be entitle to a pro rata reduction of rent for the period in which the Premises could not be used by Lessee due to such entry.
- 2 Each transmitter at the site will be identified with the owner name and contact number and name of a person or service agency responsible for repairs.
- 3 All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed only with the written approval of WSP.
  - a. Transmitters in the 29.8 to 54 MHZ range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB of attenuation removed 1.0 MHZ from the operating frequency.
  - b. Transmitters in the 66 to 88 MHZ range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHZ removed from the operating frequency.
  - c. Transmitters in the 88 to 108 MHZ range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHZ from the operating frequency.
  - d. Transmitters in the 88 to 108 MHZ range operating at a power level above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHZ from the operating frequency.
  - e. Transmitters in the 130 to 225 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 1.0 MHZ removed from the operating frequency.
  - f. Transmitters in the 400 to 470 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 2.0 MHZ removed from the operating frequency.
  - g. Transmitters in the 700MHZ to 805 MHZ range shall have at least 50db of isolation followed by a low pass filter or a band pass filer with a minimum of 40dB of attenuation 20 MHZ

- h. Transmitters in the 806 to 990 MHz range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHz removed from the operating frequency and 40 dB of attenuation at 20 MHz. Where mixed services share a common site, series cavities need be incorporated.
- 4 Lessee shall comply with General Engineering Standards, including but not limited to the following:
- a. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such the first RF amplifier in a receiver, which can re-radiate causing interference.
  - b. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
  - c. Single braid coax cable is prohibited. Double shielded cable shall have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.
  - d. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.
  - e. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.
  - f. All equipment is to be grounded in compliance with Publication R56 "Standards and Guidelines for Communication Sites." Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. All cables are to be grounded to the tower at the point where the cables leave the tower for the building entry.
  - g. Transmitting systems shall be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
  - h. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals is prohibited. Transmission lines are to be insulated from metallic structures and objects. It is the duty of the installation personnel to prevent "diode junctions" from taking place.
  - i. All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be vinyl coated.
  - j. If required by FCC and/or NTIA, all equipment shall be licensed and operated in full accordance with all applicable rules and regulations of the regulating agency (FCC, NTIA). There shall be no modifications that violate "FCC Type Acceptance."
  - k. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, gap and MOV and Silicone Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.
  - l. Radios, equipment and batteries installed shall use support equipment that is braced, anchored and/or secured in a manner that prevents or reduces possible damage due to an earthquake.

5 Interference Policy Statement:

- a. In the event radio interference (RI) or physical interference occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. All equipment shall be maintained in good working order and meet original manufacturers and FCC specification for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc., may be required to correct specific problems.
  - b. Involved systems not in full compliance with these standards shall be required to comply immediately at their own expense.
  - c. WSP has the right to require the offending transmitter owner/operator to finance the required corrections or equipment necessary to correct the problem. WSP at its option may allow the affected receiver owner/operator to provide the necessary equipment (if one so chooses) for installation by the offender without surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.
- 6 For equipment using unlicensed frequencies:
- a. All equipment shall be compliant with all FCC rules and regulations.
  - b. State has the right to require Lessee to provide additional interference protection devices for existing and new site users to reduce interference and accommodate site growth.
  - c. State has the right to require Lessee to reposition antennas on towers, add equipment shielding and reduce effective radiated power to reduce interference.
- 7 Electrical Standards in WSP Facilities:
- a. Only assigned electrical outlets shall be used.
  - b. Additions or modifications shall not be made to any electrical distribution system without first securing WSP's written permission.
  - c. Access to the panelboard is provided for the circuit breaker to the user's assigned outlets.
  - d. Equipment and units shall have internal fusing to protect the supply circuit.
  - e. Cord connections for equipment and units shall have a ground wire and the attachment plugs shall provide a continuous ground from equipment to distribution panel.
  - f. Equipment and units shall have their own surge protection.

## ADDENDUM E – INSURANCE REQUIREMENTS

### INSURANCE REQUIREMENTS

1. The insurance policy shall provide liability coverage for any and all claims of bodily injury, property damage, and personal injury arising from Lessee's use of the Premises which is the subject of this Lease. The insurance policy required by this section shall provide coverage of no less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit of liability per occurrence, with a general aggregate limit of no less than Four Million and no/100 Dollars (\$4,000,000.00) per policy period. Lessee agrees that WSP may require increases in said coverages by written notice to Lessee, as WSP deems reasonably necessary. Coverages under said policy shall be triggered on an "occurrence basis," not a "claims made" basis. Coverages, if obtained by Lessee in compliance with this Section, shall not be deemed as having relieved Lessee of any liability. Claims for damages resulting from Lessee's use of the Premises under this Lease remain the responsibility of Lessee and will be forwarded to Lessee for handling if received by WSP.
2. The coverage required by this section shall be at least as broad as that provided by the most current Commercial General Liability Policy form ISO (Insurance Services Office, Inc.) policy form CG 00 01 12 04[07], or its equivalent without modification, and shall be endorsed to include pollution liability coverage under ISO form CG 00 39 12 04, or its equivalent without modification, in amounts previously stated. The use of an equivalent form shall require prior written approval by WSP. Lessee shall provide additional endorsements and/or increase the policy limits at its sole cost, when and if WSP deems it necessary due to Lessee's use of the Premises, within ten (10) calendar days of WSP's written request to do so.
3. WSP shall be named as an additional insured by endorsement of the liability policy required by this section utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. The additional insured endorsement shall contain no restrictions or limitations with respect to "completed operations", "ongoing operations", or the "active negligence" of WSP and/or the State. This coverage shall be "primary and non-contributory" and shall include a waiver of all rights of subrogation the insurer may have against WSP and the State. The endorsement shall require the insurer to provide WSP with not less than thirty (30) calendar days, prior written notice before any cancellation of the coverage required by this section.
4. Prior to the undertaking of any work or any use of the Premises in connection with this Lease by a contractor, subcontractor, consultant, or sub-consultant (together hereinafter "Contractors") of Lessee, Lessee shall require that its Contractor(s) obtain the insurance coverage set forth below and shall submit to WSP evidence that such Contractor(s) has obtained comprehensive general liability coverage under form CG 00 01 12 07, naming WSP and the State as an additional insured. The additional insured endorsement shall contain no restrictions or limitations with respect to "completed operations", "ongoing operations", or the "active negligence" of WSP and/or the State. This coverage shall be "primary and non-contributory" and shall include a waiver of all rights of subrogation the insurer may have against WSP and the State. This coverage shall be on a "per occurrence" basis with limits of not less than the following:

Bodily Injury Liability, including	\$2,000,000/\$4,000,000
automobile bodily injury	per occurrence/aggregate
Property Damage Liability, including	\$2,000,000/\$4,000,000
automobile property damage liability	per occurrence/aggregate

  - a. Should Lessee require limits of insurance of its Contractor(s) which are greater than as set forth above, those higher limits shall also apply to the coverage to be afforded WSP and the State.
  - b. Evidence of the required insurance shall be submitted prior to the start of any performance of work or any use of the Premises under the Lease on a standard ACCORD Form, with copies of the relevant additional insured and waiver of subrogation endorsements attached.

- c. Lessee shall require its Contractor(s) to maintain such insurance during the entirety of the period where work is to be performed, and for a period of three years thereafter, or the period of its use of the Premises.
5. No changes whatsoever shall be initiated as to the coverage without prior written approval by WSP and written authorization by WSP to make any requested changes.
6. Unless approved by WSP in advance and in writing, the liability coverage required by this section shall not be subject to any deductible or self-insured retentions of liability greater than: Five Thousand and no/100 Dollars (\$5,000.00) per occurrence. The payment of any such deductible or self-insured retention of liability amounts remains the sole responsibility of Lessee.
7. Coverage obtained by Lessee in compliance with this section shall not be deemed as having relieved Lessee of any liability in excess of such coverage.
8. Lessee shall provide WSP with a certificate of insurance reflecting the insurance coverage required by this section within ten (10) calendar days of the execution of this Lease, and within ten (10) days of receiving a written notice from WSP for an increase in the coverage amounts. Such certificates shall also be provided upon renewal of said policies and changes in carriers.

**ADDENDUM F – KEY AGREEMENT**

**Washington State Patrol (WSP)  
KEY AGREEMENT  
For Communication Site Leases**

Per lease with WSP, lessee agency is responsible for the control of access cards and/or keys issued to their employees/subcontractors. Lessee is also responsible for ensuring access keys are returned to WSP upon termination of lease or employment of key-holder. In the event of the loss of keys, the lessee shall be liable for all costs associated with re-keying, to include the replacement of all associated locks, if applicable.

As a representative of the agency, the key-holder shall sign for the key and comply with the responsibilities listed below.

**KEY- HOLDER RESPONSIBILITIES**

- Ensure safe-keeping of the key;
- Only give key-holder access, does not allow them to escort others to WSP sites;
- Use of key will only be for work associated with the lease;
- Not to loan, transfer, give possession of, misuse, modify or alter key;
- Not to cause, allow, or contribute to the making of any unauthorized copies of the issued key;
- Cooperate with yearly key audits;
- Report lost or stolen key to agency and ensure that the WSP is notified of such loss within 24 hours of incident.  
Contact: ACD@wsp.wa.gov;
- All re-keying costs, due to misplacement or loss of key, will be at my/lessee expense.

I understand that violations of this agreement may result in revocation of my access to WSP owned sites.

When no longer employed with the lessee agency or my role with the lease is completed, I agree to return employee keys to:

Washington State Patrol  
Facilities Management Section  
8623 Armstrong Road SW  
PO Box 42626  
Olympia WA 98504-2626

The agency shall make arrangements for new staff to obtain their own issued keys.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NAME:		PHONE #:	
EMAIL:			

AGENCY NAME:			
MAILING ADDRESS:			
SUPERVISOR NAME:		PHONE NUMBER:	
EMAIL:			

## EXHIBITS

### EXHIBIT A – LEGAL DESCRIPTION AND ACCESS

#### LEGAL DESCRIPTION:

That certain area labeled “Lease Area” on the Survey recorded in Whatcom County Auditor’s Office on July 30, 2008, under Auditor’s File Number 2080703782 and as shown on “WSDOT Site Plan of Radio Facility, Sumas Mt. WSP, Original-Issue 02/11/2010, PROJ/FCR No. 1137RJ00-DWG NO. SP-1”, which includes the Facility Use Area, parking areas, and drainage areas.

#### ACCESS:

Access on the property is granted to Lessee through Communication Land Agreement No. 52-A82603 (Washington State Department of Natural Resources) /WSP No. C090309GSC, and a non-exclusive right to use the existing road to the Premises for the purpose of operating equipment commonly used for a communication site.

That certain existing road generally located in Govt. Lot 1 (NE1/4 NE1/4), Govt. Lot 2 (NW1/4 NE1/4) of Section 1, Township 39 North, Range 4 East, W.M., SW1/4 SW1/4 of Section 3, SE1/4 NW1/4, NE1/4 SW1/4, N1/2 SE1/4, SE1/4 SE1/4, SW1/4 NW1/4 of Section 4, Govt. Lots 2 & 7 (NW1/4 NE1/4), & Govt. Lot 8 (NE1/4 NE1/4) of Section 5, Govt. Lot 2 (NW1/4 NW1/4), Govt. Lot 5 (NW1/4 NW1/4), Govt. Lot 6 (NE1/4 NW1/4), Govt. Lot 9 (SW1/4 NW1/4) of Section 6 all located in Township 39 North, Range 5 East, W.M., Govt. Lot 7 (SW1/4 SE1/4), Govt. Lot 8 (SE1/4 SE1/4) of Section 31, and Govt. Lot 2 (SW1/4 NW1/4), Govt. Lot 3 (NW1/4 SW1/4), Govt. Lot 4 (SW1/4 SW1/4), SW1/4 NE1/4, SE1/4 NW1/4, E1/2 SW1/4, SW1/4 SE1/4 of Section 32, all in Township 40 North Range 5 East, W.M.; Starting from the intersection of Highway 542 and the DE-P 1000 Road and ending as shown on Record of Survey recorded in the Whatcom County Auditor’s Office under Auditor’s File Number 2110900944, (“Road Access”), and as shown approximately .

**SITE ACCESS:**

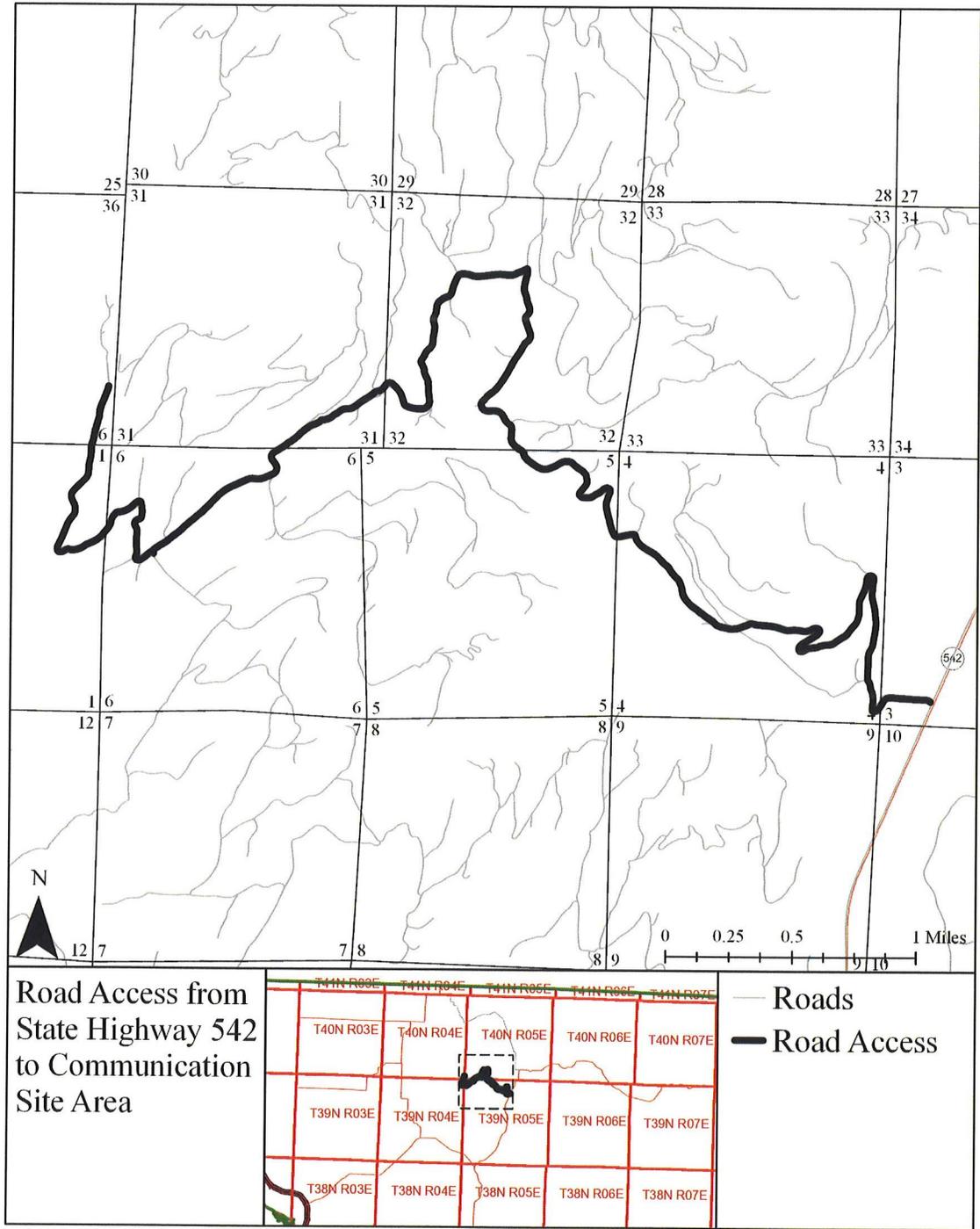


EXHIBIT B – TECHNICAL DATA SHEET(S)

<b>1. APPLICANT / LESSEE</b>	
Business Name	WHATCOM COUNTY SO
Contact Name	ROBERT GREENE
Technical Emergency Phone Number	

<b>2. CHIEF ENGINEER</b>	
Name	
Email	
Phone	

<b>3. PREMISES</b>		
Site Name	SUMAS MOUNTAUIIN	
Location of equipment at site (site or building name)		
Latitude and Longitude at center of tower	LAT N48-54-32.84, LON W122-13-22.08	NAD83 (DMS)
Ground Elevation of site at center of tower	976.0 METERS	

<b>4. EQUIPMENT</b>	
a. FCC/NTIA Call Sign	WPAL418
b. Date FCC License Issued	6/12/2002
c. Equipment Manufacturer	MOTOROLA
d. Model Number	MTR2000
e. Class of Service (FCC Symbol)	PW
f. Type of Emission (FCC Symbol)	11K2F3E
g. Effective Radiated Power (Watts)	90.000
h. Transmit output power (watts)	25.000
i. Power consumption and heat loading (BTU)	
j. What type of electrical power is needed (AC/DC)?	
k. Type of unit, i.e., microwave, cellular, paging, etc.	FB2, REPEATER
l. Is Transmitter on continuously?	Yes
m. Type and length of feedline or wave guide	
n. If amateur radio operator, is this unit Voice or Packet?	

<b>5. RF UNITS</b>	
Transmit Freq. (MHZ)	Receive Freq. (MHZ)
453.325	458.325

<b>6. MICROWAVE DISH ANTENNAS</b>											
Model	Size (drop down)	Location on Tower (ie: SE leg)	Height on Tower at center of Antenna	Beam Path Width	Beam Path Length	Azimuth	Tilt	Distant End	ODU		
									Yes or No	# of Units	Weight
	choose size								Y or N?		
	choose size								Y or N?		
	choose size								Y or N?		
	choose size								Y or N?		

<b>7. OTHER ANTENNAS</b>									
Type (drop down menu)	Define Other'	Model	Quantity	Length (feet)	Location on Tower (i.e. SE leg)	Height on tower at Base of Antenna	Transmitters		
TWO WAY RADIO		ANDREW DB-636		9'4"			Yes or No	# of Units	TX/RX or RX only?
Choose type							Y or N?		choose one
Choose type							Y or N?		choose one
Choose type							Y or N?		choose one
Choose type							Y or N?		choose one

<b>8. FLOOR SPACE AND RACK INFORMATION</b>			
Total Square Feet of Floor Space needed		Type and Size of Racks	
How many Racks needed		If less than 1, # of rack	

9. WILL ANY OF THESE CHANGES RESULT IN A CHANGE TO TOWER LOADING?	Choose Yes or No (drop down menu)
---	-----------------------------------

10. COMMENTS / ADDITIONAL INFORMATION
---------------------------------------

EXHIBIT C – FEES

Lessee shall reimburse WSP for all expenses incurred for their use of the premise, including equipment space, road, and electricity.

Annual adjustment rent is 3% increase.

DESCRIPTION	ANNUAL FEES
Equipment	1 unit \$743
Electricity	1-4 channels \$462
Road use	\$130

Year	Date Range	Amount
1	Jan – Dec 2021	\$1,335.00
2	Jan – Dec 2022	\$1,375.05
3	Jan – Dec 2023	\$1,416.30
4	Jan – Dec 2024	\$1,458.79
5	Jan – Dec 2025	\$1,502.55
6	Jan – Dec 2026	\$1,547.63
7	Jan – Dec 2027	\$1,594.06
8	Jan – Dec 2028	\$1,641.88
9	Jan – Dec 2029	\$1,691.14
10	Jan – Dec 2030	\$1,741.87
<b>LEASE TOTAL:</b>		<b>\$15,304.28</b>

**WHATCOM COUNTY  
SHERIFF'S OFFICE**

**BILL ELFO**  
SHERIFF



PUBLIC SAFETY BUILDING  
311 Grand Avenue  
Bellingham, WA 98225-4038  
(360) 778-6600

**RECEIVED**

**MAR 9 2021**

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

**MEMO**

**To:** Satpal Singh Sidhu, County Executive

**From:** Sheriff Bill Elfo, Director  
John Gargett, Deputy Director  
Whatcom County Sheriff's Office Division of Emergency Management

**Subject:** Whatcom County Integrated Public Safety Radio Network  
Sumas Mountain Communications Site Lease

**Date:** March 4, 2021

A handwritten signature in black ink, appearing to read "John Gargett", is written over the "From:" field.

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Enclosed are two originals of the lease between Whatcom County and Washington State Patrol (WSP) for leasing tower access and equipment space at the WSP Sumas Mountain Communications Site.

- Background and Purpose

The Whatcom County Integrated Public Safety Radio Network, used by all first responder agencies county-wide, utilize multiple communications sites to provide coverage for Whatcom County. All tower leases have been previously managed by the Whatcom County Council of Governments through the NWLERN contract, which expired 12/31/2020. Management of all tower leases has reverted to Whatcom County.

The lease for the WSP Communications Site on Sumas Mountain has expired and needs to be renewed. This 10-year lease allows Whatcom County the continued ability to maintain communications for first responders. The costs for this lease are established by Washington State on a cost recovery only basis. Commercial rates could run 10-15x higher on an annual basis.

The performance period for this lease runs from January 1, 2021 through December 31, 2030.

- Funding Amount and Source

\$15,304.28 over ten years (\$1,335 for 01/01/2021-12/31/2021, with an annual rate increase of 3%) will be funded by the Sheriff's Office Division of Emergency Management Public Safety Radio System budget.

If you have questions, please contact John Gargett (360-778-7160).