SEATTLE CITY COUNCIL

Legislative Summary

CB 119079

Record No.: CB 119079 **Type:** Ordinance (Ord) **Status:** Passed

Version: 1 **Ord. no:** Ord 125431 **In Control:** City Clerk

File Created: 07/28/2017

Final Action: 10/05/2017

Title: AN ORDINANCE relating to the City of Seattle's Maple Leaf radio-transmitter facility; authorizing the Director of Finance and Administrative Services to execute a license agreement with King County for its use of the radio-transmitter site at Maple Leaf reservoir for the new regional Puget Sound emergency radio network; and declaring a portion of property licensed for King County's use in the same location to be surplus to the City's utility needs.

Notes:

Date

Filed with City Clerk:

Mayor's Signature:

Sponsors: Harrell

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 – Facility License Agreement

Drafter: julie.tobin@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File **Legal Notice Published:** ☐ Yes ☐ No

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	08/29/2017	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	08/30/2017	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	09/07/2017	sent for review	Education, Equity, and Governance Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Education, Equity, and Governance Committee						
	Notes:						

1	Full Council	09/11/2017	referred	Education, Equity, and Governance Committee	
	Action Text:	The Council Bill (CB) was referred. to the Education, Equity, and Governance Committee			
	Notes:				
1	Education, Equity, and Governance Committee	09/27/2017	pass		Pass
	Action Text:	The Committee recommends that Full Council pass the Council Bill (CB).			
		In Favor: 2	Chair Harrell, Vice Chair González		
		Opposed: 0			
1	Full Council	10/02/2017	passed		Pass
	Action Text:	The Council Bill (CB) was passed by the following vote, and the President signed the Bill:			
	Notes:				
		In Favor: 7	Councilmember Bagshaw, Councilmember González , Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant		
		Opposed: 0			
1	City Clerk	10/04/2017	submitted for Mayor's signature	Mayor	
	Action Text:	The Council Bill (CB) was submitted for Mayor's signature. to the Mayor			
	Notes:				
1	Mayor	10/05/2017	Signed		
1	Mayor	10/05/2017	returned	City Clerk	
1	City Clerk	10/05/2017	attested by City Clerk		
	Action Text:	The Ordinance (Ord) was attested by City Clerk.			
	Notes:				

CITY OF SEATTLE

ORDINANCE 125431

COUNCIL BILL 119079

AN ORDINANCE relating to the City of Seattle's Maple Leaf radio-transmitter facility; authorizing the Director of Finance and Administrative Services to execute a license agreement with King County for its use of the radio-transmitter site at Maple Leaf reservoir for the new regional Puget Sound emergency radio network; and declaring a portion of property licensed for King County's use in the same location to be surplus to the City's utility needs.

WHEREAS, Seattle Information Technology operates a radio-transmitter facility at 8526 – 8600 Roosevelt Way NE, adjacent to Seattle Public Utilities' Maple Leaf Reservoir (hereinafter, the "Maple Leaf Transmitter");

WHEREAS, in 2015, voters approved a ballot measure authorizing the funding of a new, upgraded, regional public safety emergency radio network, now commonly referred to as the Puget Sound Emergency Radio Network (PSERN);

WHEREAS, PSERN is being implemented through the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement, by and amongst King County, The City of Seattle ("City"), and other King County cities ("PSERN Agreement");

WHEREAS, as authorized by Ordinance 124687, The City of Seattle is a signatory to the PSERN Agreement;

WHEREAS, as provided for in the PSERN Agreement, King County is acting as the lead agency for the financing, procurement, contracting and implementation of PSERN, and after the completion of the build-out of PSERN, the parties to the PSERN Agreement intend to establish a jointly governed entity to own and manage PSERN;

WHEREAS, under the PSERN Agreement, the City agreed to make available for PSERN use City-owned sites, including the Maple Leaf Transmitter site, deemed by the County's contractor to be both necessary and suitable for the installation and operation of PSERN equipment;

WHEREAS, PSERN's contractor, Motorola Solutions, Inc., has identified the Maple Leaf Transmitter as both a necessary and suitable location for the installation and operation of PSERN equipment;

WHEREAS, pursuant to Seattle Municipal Code subsection 3.39.010.C.4, the Department of Finance and Administrative Services (FAS), acting on behalf of the Seattle Information Technology Department, negotiated with King County a license agreement that will govern PSERN's use of the Maple Leaf Transmitter facilities and adjacent property ("License Agreement");

WHEREAS, a portion of the Maple Leaf Transmitter facility is located on real property under the jurisdiction of Seattle Public Utilities (SPU); and

WHEREAS, FAS has obtained SPU's approval to license the portion of the real property that is under SPU's jurisdiction to King County on the terms and conditions of the License Agreement; and

WHEREAS, City Council authorization of the Agreement is required because the nature and duration of the License Agreement exceeds FAS's authority; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Finance and Administrative Services ("Director") is authorized to execute, for and on behalf of The City of Seattle, a license agreement with King County ("County") substantially in the form of the Facility License Agreement attached to this ordinance

as Attachment 1 ("Agreement"), which provides for the County's use of the City-owned real property and improvements located at the Maple Leaf Reservoir for the new regional Puget Sound Emergency Radio Network (PSERN).

Section 2. A portion of the Maple Leaf Reservoir property licensed for the County's use under the Agreement is located on real property under the jurisdiction of Seattle Public Utilities. After a public hearing, and as provided under RCW 35.94.040, that portion of utility property licensed for the County's use under the Agreement is no longer required for providing public utility service and is declared surplus to the City's needs.

Section 3. The Director is further authorized to make minor additions, modifications, and amendments to the Agreement as necessary or advisable to finalize the Agreement with the County, provided that the Director shall first obtain approval from Seattle Public Utilities (SPU) regarding any changes which impact the portion of the property under the jurisdiction of SPU, and provided further that the license fee is not reduced and the City's liabilities are not increased.

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 2nd day of October, 2017, and signed by me in open session in authentication of its passage this 2nd day of October, 2017.

Rob Johnson

President Pro Tem of the City Council

Approved by me this 5th day of October, 2017.

Tim Burgess, Mayor

Filed by me this 5th day of OCTOBER, 2017.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment 1 – Facility License Agreement

Attachment 1 – (form of Facility License) Agreement

FACILITY LICENSE AGREEMENT

License for King County's use (on behalf of the Puget Sound Emergency Radio Network) of FAS Facility at 8526 Roosevelt Way Northeast

This Facility License Agreement ("**License**") is made by and between The City of Seattle, a municipal corporation of the State of Washington, acting by and through its Department of Finance and Administrative Services ("**FAS**") and its Director, on the one hand (collectively, the "**City**"), and King County (the "**County**"), a political subdivision of the State of Washington, acting by and through its Facilities Management Division ("**FMD**"), a division of King County's Department of Executive Services, on the other hand.

Recitals

A. The Licensed Property.

The City owns certain real property and improvements described as follows:

1. A building of approximately seven-hundred-thirteen (713) square feet, also known as the DoIT – Maple Leaf Radio Transmitter Building (hereinafter, the "**Transmitter Building**"), which is located on a portion of real property located at 8526 Roosevelt Way NE, Seattle, WA 98115, legally described as follows:

> The east 40 feet of the west 50 feet of Lot 1, and the east 40 feet of the west 50 feet of the north 16.67 feet of Lot 2, Acre 1 of Block 3, Maple Leaf Addition to Green Lake Circle, in Volume 2 of Plats, page 115, Records of King County, Washington;
>
> Together with portion of vacated street adjacent pursuant to City of Seattle Ordinance Nos. 114109 and 114583;
>
> Except that portion of Roosevelt Way NE Pursuant to City of Seattle Ordinance Nos. 114109 and 114583.

(the "**Roosevelt Property**").

2. Situated on the Roosevelt Property is a 180-foot tall communications tower ("**Maple Leaf Tower**").

3. See **Exhibit A** for the depiction of the Roosevelt Property, including the location of the Transmitter Building and the Maple Leaf Tower.

B. PSERN.

1. In 2015, voters approved a ballot measure authorizing the funding of a new, upgraded, regional, public safety emergency radio network. Such network is commonly referred to as the Puget Sound Emergency Radio Network, or "**PSERN**".

2. PSERN is being implemented through that certain Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement, by and amongst the County, the City, and other cities located in King County ("**PSERN Agreement**").

3. As provided for in the PSERN Agreement, the County is acting as the lead agency for the financing, procurement, contracting and implementation of PSERN. After completion of the build-out of the PSERN, the parties to the PSERN Agreement intend to establish a non-profit entity to own and manage the PSERN.

4. Under the PSERN Agreement, the City agreed to make certain City-owned sites available for PSERN through lease, license or other appropriate agreements, including the Roosevelt Property. The County's primary contractor, Motorola Solutions, Inc. ("**Motorola**") has more specifically identified both (a) the Transmitter Building, and (b) the Maple Leaf Tower as being suitable for the installation and operation of PSERN equipment.

5. Therefore, the County and the City are entering into this License for purposes of permitting County's use of areas: (a) within the Transmitter Building, (b) on the Maple Leaf Tower, and (c) on the Roosevelt Property that lie between the Transmitter Building and the Maple Leaf Tower, in each case for the installation, maintenance, operation, housing, update and upgrade of PSERN equipment and improvements.

Agreement

NOW THEREFORE, in consideration of the mutual obligations and promises described herein, the City and the County agree as follows:

I. Definitions

The above recitals, including all defined terms, are incorporated and made a part of this License. Additionally, as used in this License, the following terms are defined as follows:

"**Equipment**" means PSERN equipment, including but not limited to the following:

1. "**Radio Equipment**" means equipment racks, radios, transmitters and receivers, batteries, radio frequency filtering, network equipment, microwave radios, power and telco utilities, and associated DC power systems, including but not limited to rectifiers, associated rectifiers, DC breakers and panels, and any other associated equipment.

2. On the Maple Leaf Tower, and where necessary, over or across that part of the Roosevelt Property which lies between the Transmitter Building and the Maple Leaf Tower: whip antennas, microwave antennas and associated co-axial cables, conduits, grounding, antenna mounts and any other associated equipment (hereinafter, the "**Tower Equipment**").

"**Permitted Use**" means the installation, housing, operation, maintenance, update, upgrade and removal of Equipment for the PSERN.

II. License for Use

1. Subject to the terms and conditions herein, the City grants the County a license to use the Roosevelt Property as more particularly described below:

   a. Exclusive use of six (6) rack spaces and space for batteries, all within the Transmitter Building, for purposes of housing the Radio Equipment. The exclusive use area is depicted on **Exhibit B**.

   b. Non-exclusive right to install, operate and maintain the Tower Equipment on the Maple Leaf Tower, and to install, operate and maintain conduit and cable connecting the Radio Equipment in the Transmitter Building to the Tower Equipment on the Maple Leaf Tower, provided no Equipment shall be placed below the surface of the Roosevelt Property without prior written approval of FAS.

   c. Non-exclusive right to use the Roosevelt Property as necessary to install, operate, and maintain Radio Equipment and Tower Equipment for the Permitted Uses.

   d. Non-exclusive right to use the restroom, aisles and other common areas of the Transmitter Building.

2. During the Term (as defined in Section III below), all Equipment installed at the Roosevelt Property by the County or its contractors or licensees shall be owned by the County on behalf of PSERN, as provided for in the PSERN Agreement, except as otherwise provided herein.

3. The City reserves the right to require the County to relocate Radio Equipment to another location within the Transmitter Building, so long as such relocation is at the City's sole cost and expense.

4. The County shall not acquire any property rights to the Roosevelt Property by virtue of this License, nor shall the County acquire any ownership of equipment or improvements existing as of the Effective Date (as defined in Section III below) or later installed by the City or any City-authorized user. If the installation of any of the Equipment requires the City to improve the Maple Leaf Tower or to relocate any City equipment, the improvements or relocation shall be at the County's expense.

5. City's execution of this License is evidence of City's approval (as required under Section V.1.a) of the Equipment that may be installed and the locations such Equipment may be installed on the Roosevelt Property, as depicted and listed on **Exhibit B** and **Exhibit C** annexed hereto, without the need for any additional documentation of such approval. County shall obtain City's approval of any substantial change or revisions to the plans prior to installation.

III. Term

1. This License shall be effective on the date when signed by an authorized representative of both parties ("**Effective Date**"). The term of this License shall commence on the first day of the month following the earlier of the date County commences any construction or installation of the Equipment on the Roosevelt Property, or twenty-four (24) months after the Effective Date ("**Term Commencement Date**"), and shall continue for a term of twenty-five (25) years (hereinafter, the "**Term**"), unless terminated earlier as provided under this License. Both City and County hereby agree that this License is irrevocable, and may only be terminated early in accordance with the terms of this License.

2. The parties agree that they shall acknowledge in writing the Term Commencement Date as follows: FMD shall notify FAS in writing of the Term Commencement Date and within ten (10) business days of receipt thereof, FAS shall acknowledge such date in writing as the Term Commencement Date and return such signed written instrument to FMD.

IV. Permitted Use; Interference; Release

1. Permitted Use. The County may use the Roosevelt Property for the Permitted Use, but for no other purpose unless approved in advance in writing by FAS.

2. Interference Standards.

   a. Where there are existing radio frequency user(s) on the Roosevelt Property, City will provide County with a list of all existing radio frequency user(s) on the Roosevelt Property and the frequencies used by each to allow County to evaluate and avoid the potential for interference.

b. City agrees to require all City-authorized users of radio frequencies on the Roosevelt Property, including City and County, to: (i) comply with the standards promulgated from time to time by the Western Washington Regional Interference Committee, the most recent version of which is attached hereto as **Exhibit D**, (ii) comply with the rules, regulations, and licenses of the Federal Communications Commission ("**FCC**"), (iii) cease operating any equipment that causes interference within twenty-four (24) hours after receipt of notice of interference, except for intermittent testing to determine the cause of such interference, until the interference has been corrected, (iv) perform radio frequency intermodulation studies prior to the installation of additional equipment or radio frequencies to confirm that the proposed installation will not create interference with existing uses, (v) agree to include in all future leases, licenses and agreements the requirement to comply with terms that are substantially equivalent to the non-interference requirements in this Section IV, and (vi) reasonably cooperate with other users in order to troubleshoot the cause of any radio frequency interference which may arise. With respect to third-party users, City's obligations under this subsection will be fulfilled so long as City includes the requirements in any third-party agreement entered into after the Effective Date of this License, and thereafter takes reasonable steps to enforce the requirements.

c. In the event of a conflict between the provisions of this Section IV, on the one hand, and the standards set forth in **Exhibit D**, on the other hand, the provisions of this Section IV shall govern.

3. Definitions.

a. User or users of the Roosevelt Property which are prior in time to the Term Commencement Date of this License, provided such user is operating and continues to operate within their respective frequencies and in accordance with all applicable Laws (as defined in Section IX.2 below), licenses and manufacturers specifications, and provided further that City has disclosed such user(s) to County prior to County's commencement of construction of the Equipment on the Roosevelt Property (hereinafter, "**Pre-Existing User(s)**");

b. Users of the Roosevelt Property which are subsequent in time to the Term Commencement Date of this License (hereinafter, "**Subsequent User(s)**");

c. For the purposes of this License, "**interference**" means harmful interference as defined by the FCC, and any use on the Roosevelt Property or surrounding property that causes physical obstruction with the Permitted Use of the Roosevelt Property.

4. Interference with Pre-Existing User. If the installation, configuration, operation, modification or maintenance of any of the Equipment creates any interference with or interruption of the operation of a Pre-Existing User, the following process shall apply:

a. Notice to the County. Upon receipt of FAS's written or oral notification, the County shall, within twenty-four (24) hours, stop any action, use, or condition that causes such interference or interruption, including but not limited to suspending broadcasting from the Maple Leaf Tower. The County shall not be required to suspend broadcasting unless there is no other reliable means by which to terminate the interference or interruption, as determined by FAS in its sole discretion;

b. County Steps to Remedy Interference or Interruption. The County shall, at its own expense, take reasonable steps as may be recommended by FAS and mutually agreed upon to eliminate the interference or interruption prior to resuming any action, use or condition that was stopped due to such interference or interruption;

c. Termination if Interference or Interruption Is Not Stopped. If within ten (10) business days after the initial notice, the County has not stopped the action, use, or condition that is causing the interference or interruption, including but not limited to suspending broadcasting from the Maple Leaf Tower, then either party may terminate this License upon written notice to the other, in which case the County shall have no further obligation to pay the License Fee; and

d. Termination for the County's Failure to Use Commercially Reasonable Efforts. After the County has stopped the interference or interruption as described above, the County shall initiate commercially reasonable efforts to identify the cause of the interference or interruption and, upon determining the cause, thereafter shall initiate and diligently pursue the cure, so there will be no interference or interruption after the County resumes broadcasting from the Maple Leaf Tower. If thereafter the County is unable to cure the condition of interference or interruption within sixty (60) days after receipt of the initial notice thereof, either County or City may terminate this License upon written notice to the other, in which case the County shall have no further obligation to pay the License Fee.

5. Interference from Subsequent User.

a. Without County's prior written consent, City will not grant a lease, license or any other right to any third-party for the use of the Roosevelt Property if the City has actual knowledge that such use will adversely affect or interfere with County's Equipment, County's operations, or County's rights under this License.

b. Use of the Roosevelt Property by a Subsequent User shall not interfere with the County's then-current operations. If the County experiences interference caused by any Subsequent User, the County shall notify FAS orally or in writing of such interference. Immediately upon receipt of the County's notice, FAS shall commence commercially reasonable efforts to cause the Subsequent User to correct and eliminate the interference, including but not limited to causing the Subsequent User to power down its equipment and to cease or modify its operations. FAS thereafter shall use commercially reasonable efforts to cause the Subsequent User to perform whatever actions are reasonable and necessary to eliminate such interference. If for any reason the interference continues for more than ten (10) days after the date of the County's notice to FAS of such interference, then the County may at its option, (a) terminate this License upon written notice to FAS, and/or (b) exercise any and all remedies available to the County at law and in equity, including but not limited to seeking injunctive relief.

6. Cooperation. In all cases, the County and the City will cooperate with one another and all authorized users of the Roosevelt Property in accordance with current FCC rules and regulations, in good faith and so as to protect the business interests of all involved, to (a) determine the source of any interference and identify the cause of the interference, (b) work toward removing the interference with minimal business interruption to all users of the Roosevelt Property including the party causing the interference and the party or parties affected by the interference, and (c) allow all users of the Roosevelt Property to operate transmitters and receivers in accordance with FCC authorization.

7. Costs Relating to Interference. If there is interference, the County and the City will cooperate with each other to determine the cause, but each party will be responsible for its own costs in determining the cause of the interference. If the County's use is determined to be the cause of interference with a Pre-Existing User, the County will be responsible for the cost of remedying the interference. The County will not be responsible for the cost of remedying interference caused by a Subsequent User.

8. Release. The City makes no covenant, representation, or warranty to the County that any Pre-Existing or Subsequent User of the Roosevelt Property will not cause interference with or interruption of the County's use of the Equipment or the Roosevelt Property. So long as the City complies with its obligations under Section IV and takes reasonable steps to cause any third-party users to comply with the requirements under Section IV, the County hereby releases the City from any claims arising from interference with County's Permitted Use of its Equipment caused by third parties, except to the extent caused by the City's negligence or willful misconduct.

9. Requirement for Intermodulation Study. An intermodulation study will be prepared by the County prior to installation of the Equipment, and by each Subsequent User, and by any Pre-Existing User before making any changes (exclusive of the removal of equipment) to the pre-existing equipment or operating frequencies utilized by a Pre-Existing User. An intermodulation study will include in its calculations all pre-existing and proposed subsequent receiver and transmitter frequencies, and will be prepared noting the

technical characteristics from each Pre-Existing User and proposed Subsequent User, including operating bandwidth, modulation type, receiver sensitivity and transmitter power output. If harmful intermodulation products are identified, the Pre-Existing User or Subsequent User, as the case may be, proposing a change in operating frequencies or the addition of equipment must provide an intermodulation avoidance plan that identifies how the proposed changes or additions will be implemented so as to avoid interference. All such intermodulation studies and avoidance plans will be prepared by a licensed electrical engineer having the qualifications necessary to competently prepare such a study and plan.

V. Initial Installations of Equipment; Subsequent Installations

1. Initial Installations. At its sole cost, the County shall be responsible for performing all work, or contracting for all work, necessary to install the Equipment at the locations described in Section II herein, including the engineering design, installation, and mounting of any racks, wiring, cables, panels, cable trays and any meters ("**Initial Installation**"). The Initial Installation is subject to the following conditions:

a. The County shall not begin any installation of any of the Equipment until all plans have been reviewed and approved by FAS in writing and all necessary permits, approvals and waivers have been secured from all applicable governmental authorities. The County shall secure such permits, approvals and waivers at its sole cost; provided that FAS will cooperate with the County in its efforts to secure such permits, approvals and waivers.

b. Prior to any digging on the Roosevelt Property, the County shall first locate all underground utilities on the Roosevelt Property.

c. The County shall diligently complete all work in a safe and high-quality manner, at the County's sole cost.

d. All work performed by or for the County shall be in compliance with all laws, rules, and regulations of any governmental authorities having jurisdiction over the Roosevelt Property. All grounding work shall be performed to Motorola R56 specifications.

e. The County shall keep the Roosevelt Property and every part thereof free and clear of mechanics' liens and other liens for labor, services, supplies, equipment, or material provided for the use and benefit of the County, and the County shall at all times fully pay and discharge and save harmless the City, its successors and assigns, from any and all claims arising from such liens, and against all reasonable attorney's fees and costs and all expenses, damages, or outlay incurred by the City by reason of any such lien or claim of lien arising as a result of the actions of the County. Notwithstanding the foregoing, if the County in good faith disputes the claim of lien, the County may pursue such dispute in any

lawful manner, provided that it bonds against such lien to the City's reasonable satisfaction.

2. Subsequent Installations. Any work performed by or for the County after the Initial Installation will be subject to the same requirements as are set forth in Section V.1 above; provided that all work related to County's Radio Equipment does not require the City's or FAS's consent, and County need only provided prior telephonic notice to the City's Project Manager, as provided in Section XX, thereof so long as such Radio Equipment work does not increase the area designated for County's exclusive use under Section II.1.a herein above. Any maintenance or other work conducted on the Maple Leaf Tower must be approved in advance by the City's Project Manager, as provided in Section XX.

VI. Security

1. Critical Public Safety Facility. The City and County both acknowledge that the Roosevelt Property is a critical public safety facility. Except as otherwise provided for in this License, when using the Roosevelt Property, both the City and County shall follow best practices with respect to electronic and physical security.

2. Personnel of the County's contractors. The County's personnel, and the personnel of the County's contractors (including the contractors' subcontractors) furnishing labor, services, equipment or material in conjunction with the installation of the Equipment must satisfactorily complete a Criminal Justice Information System background check prior to entering the Roosevelt Property. Upon FAS's request, the County shall furnish FAS with reasonable evidence of such personnel's satisfactory completion of the Criminal Justice Information System background check.

3. Video Monitoring System. The County shall have the right to install a video monitoring system at the Roosevelt Property; provided that FAS shall have reasonable access to the content generated by such video monitoring system; and provided further that the County, at its sole cost and expense, shall install in and around the Transmitter Building signage to put persons on notice that their activities are being videotaped.

VII. License Fee/Taxes

1. The County shall pay FAS an annual license fee of Thirty Thousand Dollars ($30,000.00) ("**License Fee**"). The License Fee shall be due and payable in advance, with the initial payment due on the Term Commencement Date (subject to proration for a partial year) and thereafter on January 1 of each year during the Term. Beginning on the second January 1st occurring after the Term Commencement Date, and on January 1st of each subsequent year during the Term, the License Fee then in effect shall be increased by two percent (2.0%). The License Fee shall be prorated for any partial calendar year in the Term. Notwithstanding anything to the contrary contained in this License, provided City receives the first installment of the License Fee within forty-five (45) days of the Term

Commencement Date, such License Fee shall not be deemed past due or delinquent and County shall not be deemed to be in default of this License.

2. The County shall pay any applicable license fees, permit fees, and taxes now or hereafter arising from its use of the Roosevelt Property. In the event any government entity makes any demand upon the City for payment of license fees, permit fees, or taxes attributable to the County's use of the Roosevelt Property, the County will remit the taxes demanded along with any interest and penalties associated therewith or, at no expense to the City, County shall have the right to contest such collection action and indemnify the City therefrom.

VIII. Utilities; Back-up Power Generator

1. Utilities. City hereby grants County the right to install, repair, update and upgrade any power and/or telco utilities on or about the Roosevelt Property necessary for County's Permitted Use of the PSERN, subject to the terms in Section V. FAS shall provide water, sewer, solid waste utility service and electricity (except for costs of the Generator (as defined in Section VIII.2 below)) at no additional cost to the County.

2. Back-up Power Generator. The City owns and operates a backup-power generator on the Roosevelt Property ("**Generator**"). City hereby grants County the non-exclusive right to use the Generator as a back-up power source for County's Equipment during the Term of this License. County shall reimburse City for County's proportionate share of the costs to fuel and maintain the Generator, which shall be determined based on the percentage of calculated load attributed to each user of the Transmitter Building. The reimbursement amount will be billed to County annually on or before December 1st of each year, and County shall reimburse City on January 1st of each year, or within thirty (30) days after County's receipt of the invoice (including reasonably acceptable documentation supporting charges attributable to County's use) from City, whichever is later.

3. Interruption or Failure of Utilities. The County hereby releases the City from any liability for any injury, loss or damage caused by or resulting from any interruption or failure of utilities serving the Roosevelt Property due to any cause whatsoever, unless caused by or arising out of City's negligence or willful misconduct.

IX. Use of Transmitter Building; Maintenance

1. Use of Transmitter Building. The County will use the Roosevelt Property in a manner consistent with the existing operations established by FAS at the Transmitter Building and in accordance with rules and regulations established by FAS from time to time, except in case of conflict between the rules and regulations and express provisions of this License, in which case the provisions of this License shall prevail. If FAS elects to impose any existing rules and regulations or establishes any new rules and regulations applicable to County's use of the Roosevelt Property, FAS must give County at least thirty (30) days prior written notice thereof before County is required to comply; provided as a condition precedent to County's obligation for compliance, such rules and regulations must

be equally imposed against all users of the Transmitter Building, including City's use thereof.

2. Maintenance by County. The County shall be responsible for all maintenance of all the Equipment. The County shall maintain its Equipment in accordance with all applicable federal, state and local governmental laws, regulations, and engineering standards ("**Laws**"). Additionally, the County shall keep its exclusive use area and adjacent areas used by the County in a clean and neat condition. The County shall be responsible for repairing any damage to the Roosevelt Property and adjacent areas caused by the County, its employees, agents and contractors.

3. Maintenance by FAS. FAS shall maintain and keep in good repair the Roosevelt Property (inclusive of the Transmitter Building and the Maple Leaf Tower), and access thereto (excluding the Equipment or repair of damage caused by the County or its employees, agents or contractors), in a manner consistent with FAS's maintenance of its other similar facilities, and in compliance with all applicable Laws. FAS shall provide custodial service for the Transmitter Building.

4. Except as expressly set forth in this License, City shall not maintain, repair or otherwise touch or interfere with County's Equipment without County's prior consent; provided that in the event of an emergency posing an imminent threat of bodily injury or property damage, City may take action necessary to abate the threat and shall give County notice of such actions taken as soon as is reasonably possible thereafter.

5. City agrees to maintain the Maple Leaf Tower at all times during the Term of this License in such a manner so that the Maple Leaf Tower meets the Class III Structural Classification defined in ANSI/TIA-222-G, or at the then-current standards for use by emergency, rescue or disaster operations.

X. Signs

The County shall not install any external signage at the Roosevelt Property without first obtaining written approval from FAS (which shall not be unreasonably withheld), unless required to do so under any applicable Laws, or in compliance with Section VI.3, Video Monitoring System.

XI. Access

FAS shall ensure that the County has twenty-four (24) hour access to the Roosevelt Property, subject to reasonable security and monitoring measures.

XII. Indemnification

1. Mutual Indemnification. As used in this License, "**Claims**" means all claims, lawsuits, losses, damages, costs (including but not limited to reasonable attorney's fees), expenses and liabilities of any kind arising from damage to property or bodily injury, including death. The County shall defend, indemnify and hold harmless the City and its

directors, officers, elected officials, employees, and contractors from and against any and all Claims to the extent caused by the County's breach of this License or the negligent acts or omissions of the County, or its employees, elected officials, servants, contractors, licensees or invitees. The City shall defend, indemnify and hold harmless the County and its directors, officers, elected officials, employees, and contractors from and against any and all Claims to the extent caused by the City's breach of this License or the negligent acts or omissions of the City, or its employees, elected officials, servants, contractors, licensees or invitees.

2. Waiver of Immunity under Title 51. Each party agrees that the foregoing indemnity specifically covers actions brought by its own employees and that this indemnity shall survive termination or expiration of this License. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under the Washington's Industrial Insurance Act, Revised Code of Washington ("**RCW**") Title 51, but only with respect to the other and to the extent necessary to provide a full and complete indemnity from Claims as required under Section XII.1. Each party shall promptly notify the other of casualties or accidents occurring in or about the Roosevelt Property.

XIII. Insurance

1. County's Insurance Coverages and Limits. County shall, at its sole cost and expense, maintain, and cause its subtenant(s), if any, to maintain in full force and effect the following minimum limits of insurance or self-insurance, and adhere to all terms and conditions set forth below, throughout the entire Term:

a. **Commercial General Liability** ("**CGL**") written on an occurrence form at least as broad as ISO CG 00 01, with minimum limits of liability:

$1,000,000 per Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal/Advertising Injury Liability
$1,000,000 Damage to Premises Rented to You

Employers Liability / Washington Stop Gap
$1,000,000 Each Accident / Each Disease / Policy Limit

Alternatively, coverage may be evidenced as Employer's Liability insurance under Part B of a Workers Compensation insurance policy.

CGL Coverage shall include: Premises and Operations; Broad Form Property Damage (Including Completed Operations); Liability assumed under an Insured Contract, subject to standard policy exclusions (including tort liability of another assumed in a business contract); Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; Waiver of Subrogation endorsement in

favor of Owner as required by contract; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

The limits of liability described above are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by County, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by County regarding this License, nor (2) construed as limiting the liability of any of County's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

b. **Automobile Liability** insurance at least as broad as ISO CA 00 01 including coverage for owned, non-owned, leased or hired vehicles as applicable, with a minimum limit of $1,000,000 each accident for bodily injury and property damage.

c. **Workers' Compensation** insurance, or qualified self-insurance, securing County's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the RCW.

d. **Umbrella or Excess Liability** insurance if and as necessary to maintain total CGL and Automobile Liability insurance limits of $5,000,000 each occurrence and be no less broad than coverages described above.

e. **Property** insurance under which the County's Equipment and all alterations, additions and improvements that County makes to the Roosevelt Property are insured throughout the Term in an amount not less than the replacement cost new thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss (earthquake optional), not less broad than provided by the insurance industry standard "Causes of Loss - Special Form" (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Roosevelt Property; (iii) loss or damage by explosion of steam boilers, pressure vessels, or above-ground oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Roosevelt Property; and (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the payment of the License Fee and other costs during any interruption of County's business. City shall be named as an additional loss payee, as its interest may appear, as respects property insurance covering the alterations, additions and improvements under such policy.

f. In the event that the City deems insurance to be inadequate to protect County and the City, County shall reasonably increase coverages and/or liability limits as the City shall deem reasonably adequate within sixty (60) days after the date of written notice.

2. Terms and Conditions for County's Insurance.

a. The City as Additional Insured: The CGL insurance, and, in addition, excess and/or umbrella liability insurance, if any, shall include "The City of Seattle, its officers, officials, employees, agents and volunteers" as additional insureds. County's insurance shall be primary and non-contributory to any insurance maintained by or available to the City. If the County's self-insurance program does not allow for additional insureds, this paragraph does not apply.

b. Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited: County's CGL insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. County's CGL insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City from coverage or asserting a claim under the County's CGL insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy.

c. Cancellation Notice: Coverage shall not be cancelled without forty-five (45) day written notice of such cancellation, except ten (10) day written notice as respects cancellation for non-payment of premium, to the City at its notice address, except as may otherwise be specified in RCW 48.18.290 (Cancellation by insurer). The City and the County mutually agree that for the purpose of RCW 48.18.290(1)(b), for both liability and property insurance the City is deemed to be a "mortgagee, pledge, or other person shown by (the required insurance policies) to have an interest in any loss which may occur thereunder."

d. Minimum Security Requirements: Each insurance policy required hereunder shall be (1) subject to reasonable approval by City that it conforms with the requirements of this section, and (2) be issued by an insurer rated A–: VIII or higher in the then-current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of Chapter 48.15 RCW (Unauthorized insurers).

e. Deductible or Self-Insured Retention: Any deductible or self-insured retention ("**S.I.R.**") must be disclosed to, and shall be subject to reasonable approval by, the City. County shall cooperate to provide such information as the City may reasonably deem to be necessary to assess the risk bearing capacity of the County to sustain such deductible or S.I.R. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of County. If a deductible or S.I.R. for CGL or equivalent insurance is not "fronted" by an insurer but is funded and/or administered by County or a contracted third-party claims administrator, County agrees to defend and indemnify the City to the same extent as the City would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

3. City's Property Insurance Coverage and Limits.

a. City will maintain at its expense Property Insurance or self-insurance under which the Roosevelt Property, excluding County's Equipment, is insured throughout the Term in an amount not less than the replacement cost new thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss (including earthquake), not less broad than provided by the insurance industry standard "Causes of Loss - Special Form" (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Roosevelt Property; (iii) loss or damage by explosion of steam boilers, pressure vessels, or above-ground oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Roosevelt Property. City's Property Insurance currently is subject to a $250,000 deductible for most claims for which County shall be responsible only to the proportional extent to which the loss or damage is attributable to County's negligent acts.

b. During such time as County is engaged in the performance of the Initial Installation or other structural renovation of the Roosevelt Property, the County or its contractor(s) shall maintain in full force and effect "All Risks" Builder's Risk Property insurance or reasonable equivalent for the portion of the Roosevelt Property under structural renovation, including fire and flood, on a replacement cost new basis. In the event of a claim under the Builder's Risk Property insurance policy, County or its contractor(s) shall be responsible for paying any deductible under the policy if County or any of its agents, employees, or contractors is responsible for the loss or damage. It shall be County's responsibility to properly coordinate with the City's Risk Management Division the placement of Builder's Risk Property insurance prior to any new construction on, or structural alteration of, the Roosevelt Property.

c. The City may reasonably change the terms of its insurance in Section XIII.3.a and b at any time based on market conditions, with no compensation due to the County, upon at least forty-five (45) days prior written notice to County.

4. Waiver of Subrogation. Unless such waiver would void the property insurance coverage to be provided pursuant to this Section XIII, the City and County waive all subrogation rights each may have against the other, or any subtenant, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section XIII or other property insurance applicable to the Roosevelt Property, except such rights as they have, to proceeds of such insurance held by the City or the County or both as fiduciary. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or

indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

5. Evidence of Insurance. On or before the Term Commencement Date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to City at its notice address as evidence of the insurance coverage required to be maintained by County:

a. Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein;

b. A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability, and the "Schedule of Forms and Endorsements" specifying all endorsements listed on the policy including any company-specific or manuscript endorsements; and

c. A copy of the CGL insurance policy endorsements expressly including the City and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number;

d. Pending receipt of the documentation specified in this Section XIII.5, County may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof;

e. Evidence of insurance as set forth above, shall be issued to the City, at the City's notice address set forth in Section XIX, below.

f. In lieu of the above documents, the County may provide the City with a letter of self-insurance as adequate proof of coverage. County is required to update such proof only upon substantial changes to its self-insurance program; provided that if the County assigns this License as permitted under Section XXVII, the County or its assignee shall provide proof of coverage in compliance with the requirements of this Section XIII prior to or upon the effective date of assignment.

6. Assumption of Property Risk. The placement and storage of County's Equipment in or about the Roosevelt Property shall be the responsibility, and at the sole risk, of County.

7. Adjustments of Claims. The County shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft to the extent arising out of, and subject to the terms of Section XIII.4, Waiver of Subrogation, the activities of the County under this License.

8. County's Responsibility. The procuring of the policies of insurance required by this License shall not be construed to limit the County's liability hereunder. Notwithstanding said insurance, and subject to the terms of Section XIII.4, Waiver of

Subrogation, the County shall be obligated for the full and total amount of any damage, injury or loss caused by the negligence of the County, or any of its agents, officers and employees or through use or occupancy of the Roosevelt Property.

9. Third-Party Insurance. Before authorizing any contractor or third-party to enter onto the Roosevelt Property to perform any activity on behalf of the County, the County shall be responsible for ensuring that all such parties are insured in the forms described in Section XIII.5, Evidence of Insurance, herein above and meet all requirements in this Section XIII 1.a, b, c, f, 2, 5, 6, 7, and 8.

10. Self-Insurance. The County maintains a fully funded self-insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. The City acknowledges, agrees and understands that the County is self-funded for all of its liability exposures for this License. The County agrees to provide the City with at least thirty (30) days prior written notice of any material change in the County's self-funded insurance program. The City further acknowledges, agrees and understands that the County does not purchase CGL insurance and is a self-insured governmental entity; therefore the County does not have the ability to name the City as an additional insured.

XIV. Casualty; Damage or Destruction

1. The County specifically understands and agrees that the installation and operation of the Equipment at the Roosevelt Property involves certain unavoidable risks. All risk of loss to the Equipment is hereby knowingly assumed by the County, and the County hereby releases the City from liability for any loss from any cause, except any loss caused by the negligence or intentional misconduct of the City or its employees, elected officials, servants, agents, contractors, licensees and invitees.

2. If the Transmitter Building or the Maple Leaf Tower or any portion thereof is damaged or destroyed by fire, earthquake or other casualty, as soon as sufficient insurance, self-insurance and/or other funds are available, the City shall proceed with reasonable diligence to carry out all work necessary to repair or replace the Transmitter Building or the Maple Leaf Tower, as the case may be, or any portion that was damaged or destroyed, at the City's cost. The City shall have no responsibility for repair or replacement of the Equipment. Notwithstanding the foregoing, the City retains the sole option to elect not to repair or replace the Transmitter Building or the Maple Leaf Tower, in the City's sole discretion, in which case the City may terminate this License without liability, effective upon thirty (30) days written notice to the County. The City shall make best efforts to make such election within ninety (90) days after the casualty. If for any reason the nature of the damage or destruction is such that the Transmitter Building or the Maple Leaf Tower cannot be used for the Permitted Use and the City cannot reasonably, or notifies the County that the City elects not to, complete repair or replacement, the County may terminate this License without liability upon thirty (30) days written notice to FAS. The County places its Equipment on the Roosevelt Property at County's risk, and the County shall be solely responsible for the cost of replacement or repair of any damage to or destruction of its Equipment, unless caused by or arising out of the negligence or willful misconduct of the City or its employees or contractors. If at any time the Transmitter

Building or the Maple Leaf Tower is unusable for the Permitted Use, the License Fee shall be abated until the City completes the repair or replacement.

3. In the event the Transmitter Building or the Maple Leaf Tower or any portion thereof is damaged or destroyed by fire, earthquake or other casualty, or in the event of an event contemplated under Section XVIII, Eminent Domain, herein below, if the County and City mutually determine that it is feasible to relocate the Equipment to a different location on the Roosevelt Property or adjacent City property in order to continue operation of the PSERN uninterrupted, the parties agree that the Equipment may be relocated to a mutually acceptable alternate location. City will exercise best efforts to provide an interim site for County to locate temporary, mobile communication facilities and equipment as necessary to continue service during repair or relocation of the Roosevelt Property or Equipment necessitated by fire, earthquake or other casualty.

XV. Default

1. County Default. The County shall be in default under this License in the following circumstances:

a. If the County fails to pay any License Fee or other monetary sum due under this License in the time and manner required herein and fails to cure the monetary default within thirty (30) days after written notice from the City;

b. If the County fails to maintain the insurance required under this License and fails to cure such failure within fifteen (15) business days written notice from the City;

c. If the County fails to perform any non-monetary obligation or duty and fails to cure such non-monetary default within forty-five (45) days after written demand from FAS, unless such obligation is not susceptible of a cure within forty-five (45) days, in which case the County shall not be in default so long as the County commences a cure within forty-five (45) days after written notice and thereafter diligently pursues the cure to completion; provided that if the non-monetary default is related to interference, the timelines in Section IV shall apply.

2. City Remedies for County Default. If the County is in default as described in Section XV.1 and fails to cure such default in the time provided, then the City may exercise all rights and remedies provided by law or equity, including at the City's option, termination of this License, and only after termination City may re-license that part of the Roosevelt Property that was licensed to the County at such rental and upon such other terms and conditions as FAS may deem advisable in its sole discretion. In such event, the County shall remain liable to the date of termination for the License Fee, and all other costs and charges reserved in this License, plus any other cost or expense resulting from the County's uncured default.

3. County Remedies for City Default. If the City fails to comply with any of its obligations under this License and, after receipt of written notice from the County, fails to cure such failure within forty-five (45) days after said notice, then the City shall be in default under this License; provided that if the default cannot reasonably be cured within forty-five (45) days, then the City shall not be in default so long as it commences a cure within forty-five (45) days and diligently pursues it to completion; and provided further that if the default is related to interference, the timelines in Section IV shall apply. If the City is in default and fails to cure the default in the timelines in Section IV or this Section XV.3, the County may remedy City's failure to perform at City's sole cost and expense or terminate this License without further liability upon written notice to the City, and/or exercise all rights and remedies provided at law and in equity.

4. Remedies Cumulative. All remedies herein shall be cumulative and no one shall be exclusive of any other remedy available at law or in equity.

XVI. Termination

1. Termination for Default. Both the County and the City reserve the right to terminate this License for default as provided in Section XV.

2. The County's Unilateral Right to Terminate License. County retains the right to terminate this License for any reason whatsoever upon thirty (30) days written notice to City at any time prior to the Term Commencement Date. County also retains the right to terminate this License upon thirty (30) days written notice to City if (a) County determines that it cannot obtain any governmental permits, approvals or waivers required to employ the Roosevelt Property for the uses described in this License, or if any necessary permit, approval or waiver is revoked or terminated, or (b) if County or County's vendor of the PSERN determines that, for technical, design, interference, environmental, economic or title reasons, the Roosevelt Property is not necessary or suitable for the operation of the PSERN or the uses described in this License.

XVII. Surrender of Facility

Upon the expiration or termination of this License, the County shall remove all of the Equipment and other personal property from the Roosevelt Property, and shall repair any damage caused by the removal, and shall leave the Roosevelt Property areas used by the County in a neat and clean condition.

XVIII. Eminent Domain

1. If all or any part of the Roosevelt Property shall be taken for public or quasi-public use under any statute by right of eminent domain or transferred by agreement under threat of condemnation with or without any condemnation action or proceeding being instituted, this License shall terminate as of the date the condemning authority takes possession and use of the Roosevelt Property, and both parties shall be relieved of any further obligations hereunder. If part of the Roosevelt Property is taken for public or

quasi-public use under condemnation or threat of condemnation, this License shall continue as to that portion of the Roosevelt Property not appropriated or taken, and the License Fee shall be reduced proportionately; provided that the City is still able to provide the County use of the Roosevelt Property for the Permitted Use with the same functionality as prior to the taking.

2. If the City determines it is feasible to relocate the Equipment to a different location on the Roosevelt Property, as determined by the City in its sole discretion, and if the County determines there will not be any impairment to the quality of service provided by the Equipment, the parties agree that the Equipment will be relocated. If it is feasible to relocate the Equipment to a different location on the Roosevelt Property and there is an impairment to the quality of service provided by the Equipment, County may elect to either relocate the Equipment to the different location or terminate this License as provided in Section XVIII.1 above.

3. All compensation or damages awarded upon any taking or transfer shall be the sole property of the City, except for compensation or damages attributable to the Equipment and the County's costs of re-location, including but not limited to depreciation to and cost of removal or relocation of the Equipment, so long as the award to County for such claims does not reduce the amount of the award made to City. Nothing herein shall be construed to preclude the County from prosecuting any claim directly against the condemning authority in such condemnation proceedings for all compensation that may be recoverable by the County on account of any other loss incurred by the County.

XIX. Notices

All notices, requests and demands required in this License (except for communications under Section XX) will be given by first-class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

To the City:
The City of Seattle
Department of Finance and Administrative Services
Attention: Manager, Real Estate Services
RE: PSERN – Maple Leaf
700 Fifth Avenue, Suite 5200
Seattle WA 98124-4689

With a copy to:
The City of Seattle
Seattle Information Technology Department
Attention: Manager, Radio and Communications Infrastructure
RE: PSERN – Maple Leaf
P.O. Box 94689
Seattle WA 98124-4689

To the County: King County Facilities Management Division
Real Estate Services
Attention: Leasing Supervisor
Re: Northeast PSERN License
500 Fourth Avenue, Suite 830
Seattle, WA 98104

With a copy to: King County Facilities Management Division
Director's Office
Attention: Gail Houser
RE: Northeast PSERN License
500 Fourth Avenue, Suite 800
Seattle, WA 98104

And with a copy to: King County
Emergency Radio Communications Division - KCIT
Attention: Marlin Blizinsky
RE: Northeast PSERN License
401 Fifth Avenue, Suite 600
Seattle, WA 98104

XX. Project Management

Installation, operation and maintenance activities associated with this License, including any required approvals for such activities, will be coordinated between the parties' respective project managers:

For the City:

Laurie Kriesel-Roth
The City of Seattle
(206) 256-5116
Laurie.Kriesel-Roth@seattle.gov

For the County:

Hai Phung
King County Emergency Radio Communications Division
401 5th Ave., Suite 0600
Seattle WA 98104
206-263-7846
Hai.Phung@kingcounty.gov

XXI. Dispute Resolution

The parties shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in the event such negotiations are unsuccessful, to participate in good faith in the process described in this section prior to filing a lawsuit. If a dispute cannot be resolved by negotiations between subordinate staff of FAS, Seattle Information Technology, and FMD, the matter shall be referred to the City's Chief Technology Officer or his or her successor and the Chief Information Officer of the County or his or her successor. If those officials are unable to resolve the dispute within a period of seven (7) days after the matter has been formally referred to them for resolution, they shall elevate the dispute to the highest-level decision maker necessary to resolve the dispute. If those officials are unable to resolve the matter, upon the written request of either party, the City and County shall participate in mediation in good faith and shall share equally in the cost of the mediation. Despite any dispute, the parties shall continue to carry out, without unreasonable delay, all of their respective responsibilities under this License to the extent not affected by the dispute.

XXII. Partial Invalidity

If any court determines that any provision of this License or the application hereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this License, or application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term, covenant or condition of this License shall be valid and enforced to the fullest extent permitted by law.

XXIII. Headings

The section headings used in this License are used for purposes of convenience and do not alter in any manner the content of the sections.

XXIV. Waiver

The fact that either party may accept performance of obligations under this License that varies from the obligations as described herein shall not in and of itself operate as a waiver of any rights herein.

XXV. Entire License; Exhibits

1. Entire License. This License, including all exhibits, sets forth the entire agreement of the City and the County concerning the Roosevelt Property, and there are no other agreements or understandings, oral or written, between the City and the County concerning the Roosevelt Property. Any subsequent modification or amendment of this License shall be binding upon the City and the County only if reduced to writing and signed by them.

2. Exhibits. The following exhibits are hereby incorporated and made a part of this License:

Exhibit A: Depiction of the Roosevelt Property, including the location of the Transmitter Building and the Maple Leaf Tower thereon

Exhibit B: Depiction of Rack Spaces and Battery Space

Exhibit C: List of Equipment

Exhibit D: Interference Standards as promulgated by the Western Washington Regional Interference Committee (f/k/a as Western Washington Cooperative Interference Committee)

XXVI. Applicable Law, Jurisdiction and Venue

This License shall be governed by, and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any disputes or claims arising between the parties under this License that are not otherwise resolved in accordance with Section XXI, Dispute Resolution, shall be in King County Superior Court.

XXVII. Assignment

1. Except as provided under Section XXVII.2, the County's interest under this License shall not be sublicensed, transferred or assigned in whole or in part without the prior written approval of the City.

2. City acknowledges that County and other municipalities participating in the PSERN intend to establish a new governmental non-profit entity that will eventually own and operate the PSERN. County may assign its interest in this License, without the City's consent, to that governmental non-profit entity or to any entity existing now or in the future that is designated by an interlocal agreement of the PSERN parties to be responsible for the operation, maintenance, management, updating and upgrade or replacement of the PSERN as authorized by law, provided such PSERN entity assumes in writing all of County's rights and obligations set forth in this License as of the effective date of assignment, including proof of insurance as required under Section XIII. In such event, City shall be provided written notice of such assignment within a reasonable period of time thereafter. Any further sublicensing, transfer or assignment by the PSERN entity shall be subject to the City's prior written consent.

3. In the event of an assignment, the assignee shall assume all liability of the assignor and the assignor will be relieved of all future performance, liabilities and obligations under this License to the extent of such assignment.

XXVIII. Negotiated License

The parties to this License acknowledge that it is a negotiated agreement, that they have had the opportunity to have this License reviewed by their respective legal counsel, and that the terms and conditions of this License are not to be construed against any party on the basis of such party's draftsmanship thereof.

XXIX. Hazardous Substances

1. City shall provide County copies of all documents City has knowledge of regarding any Hazardous Substances (as defined in Section XXIX.4 below) that may be located on the Roosevelt Property in the soil, groundwater, or other environmental media, in violation of applicable Laws. County and City agree that they will not place, dispose of or store any Hazardous Substance on the Roosevelt Property in violation of applicable Laws. The Parties acknowledge that, consistent with this Section XXIX, County may be installing on the Roosevelt Property backup power devices such as batteries in quantities normal and customary for such use.

2. In addition to and without limiting the obligation under Section XII, County shall indemnify, defend and hold harmless City with respect to any and all Claims arising from the release of any Hazardous Substances on the Roosevelt Property caused by County, its employees or agents, except to the extent that such Claims are caused by the City, its employees or agents, another tenant, its employees or agents, or a third-party.

3. Without limiting the County's obligation under Section XII, City shall indemnify, defend and hold harmless County with respect to any and all Claims arising from the presence or release of any Hazardous Substances on the Roosevelt Property caused by City or its employees or agents, except to the extent that such Claims are caused by County, its employees or agents. In addition, City hereby agrees to indemnify and hold harmless County with respect to any and all Claims arising from the presence of any Hazardous Substances on the Roosevelt Property as of the Effective Date; provided that such Claims do not arise from, and are not otherwise exacerbated by, any of County's actions or work on the Roosevelt Property.

4. For purposes of this License, "**Hazardous Substances**" shall mean any substance subject to regulation under the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) and implementing regulations, any "hazardous substance" under the Washington Model Toxics Control Act (Ch. 70.105D RCW) and implementing regulations, and any "hazardous substance" or "hazardous waste" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled or partially filled with any substance; asbestos; urea formaldehyde foam insulation; PCBs; and any other substance, waste, material or chemical deemed or defined as hazardous, toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated or penalized by any federal, state, county, municipal or other local

governmental statute, regulation, ordinance or resolution as these laws are amended from time to time.

XXX. Non-Discrimination

1. County and City, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state or local laws applicable to the Roosevelt Property, including, without limitation, Chapter 49.60 RCW. County and City shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. County shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this License and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this License and may result in ineligibility for further agreements between the parties.

2. City and County shall comply with all applicable equal employment opportunity and nondiscrimination laws of The City of Seattle, including but not limited to Chapters 14.04, 14.10 and 20.42 of the Seattle Municipal Code, as they may be amended from time to time, and rules, regulations, orders and directives of the associated administrative agencies and their officers.

XXXI. Representations and Warranties

1. The parties warrant that the officers and individuals executing below have been duly authorized to act for and on behalf of the party for purposes of executing this License.

2. So long as County is not in default beyond any applicable cure period, City grants to County sole, actual, quiet and peaceful use, enjoyment and possession of the exclusive use area in the Transmitter Building referenced in Section II.1.a on the terms of this License.

3. Each party represents that to the best of its knowledge the execution and performance of this License will not violate any Laws, covenants or the provisions of any mortgage, lease or other agreement binding on such party.

XXXII. Memorandum of License

City agrees to sign a short form Memorandum of License that County may record at County's expense.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

City:

The City of Seattle, a municipal corporation of the State of Washington, acting by and through its Department of Finance and Administrative Services

By: _____
Printed Name: _____
Its: _____
Date: _____

County:

King County, a political subdivision of the State of Washington, acting by and through its Facilities Management Division

By: _____
Printed Name: Anthony O. Wright
Its: Director
Date: _____

Approved as to Form:

_____
Busch Law Firm PLLC

[NOTARIES ON FOLLOWING PAGE]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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 the _____ of THE CITY OF SEATTLE's Department of Finance and Administrative Services, to be the free and voluntary act and deed of such party, for the uses and purposes mentioned in the instrument.

Witness my hand and official seal affixed on _____, 2017.

_____
(Signature of Notary)

_____
(Notary's printed name)

NOTARY PUBLIC in and for the State of Washington
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony O. Wright is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director, Facilities Management Division of KING COUNTY, to be the free and voluntary act and deed of such party, for the uses and purposes mentioned in the instrument.

Witness my hand and official seal affixed on _____, 2017.

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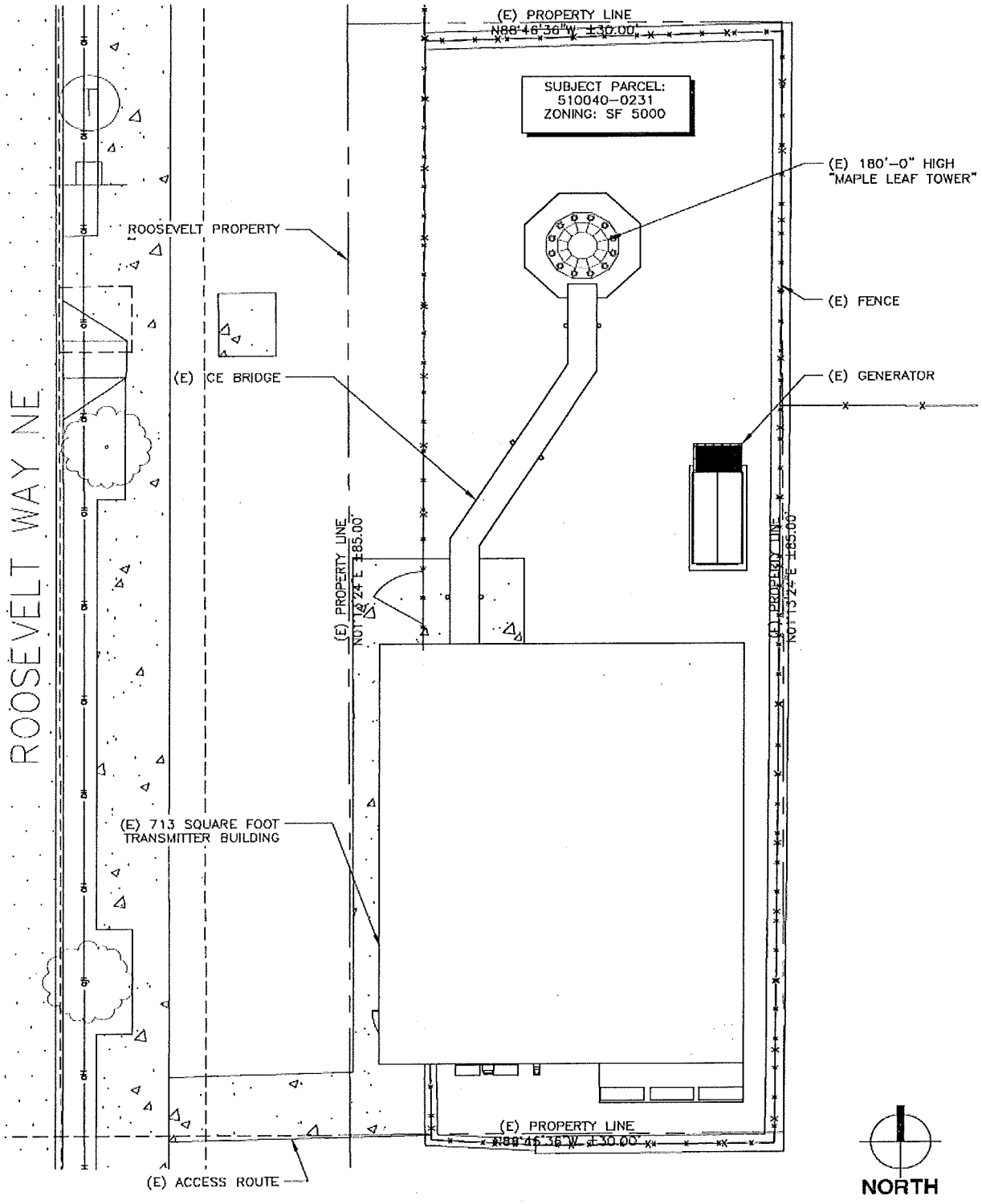
[EXHIBITS ON FOLLOWING PAGES]

Exhibit A

Depiction of the Roosevelt Property, including the location of the Transmitter Building and the Maple Leaf Tower thereon



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Depiction of Rack Spaces and Battery Space

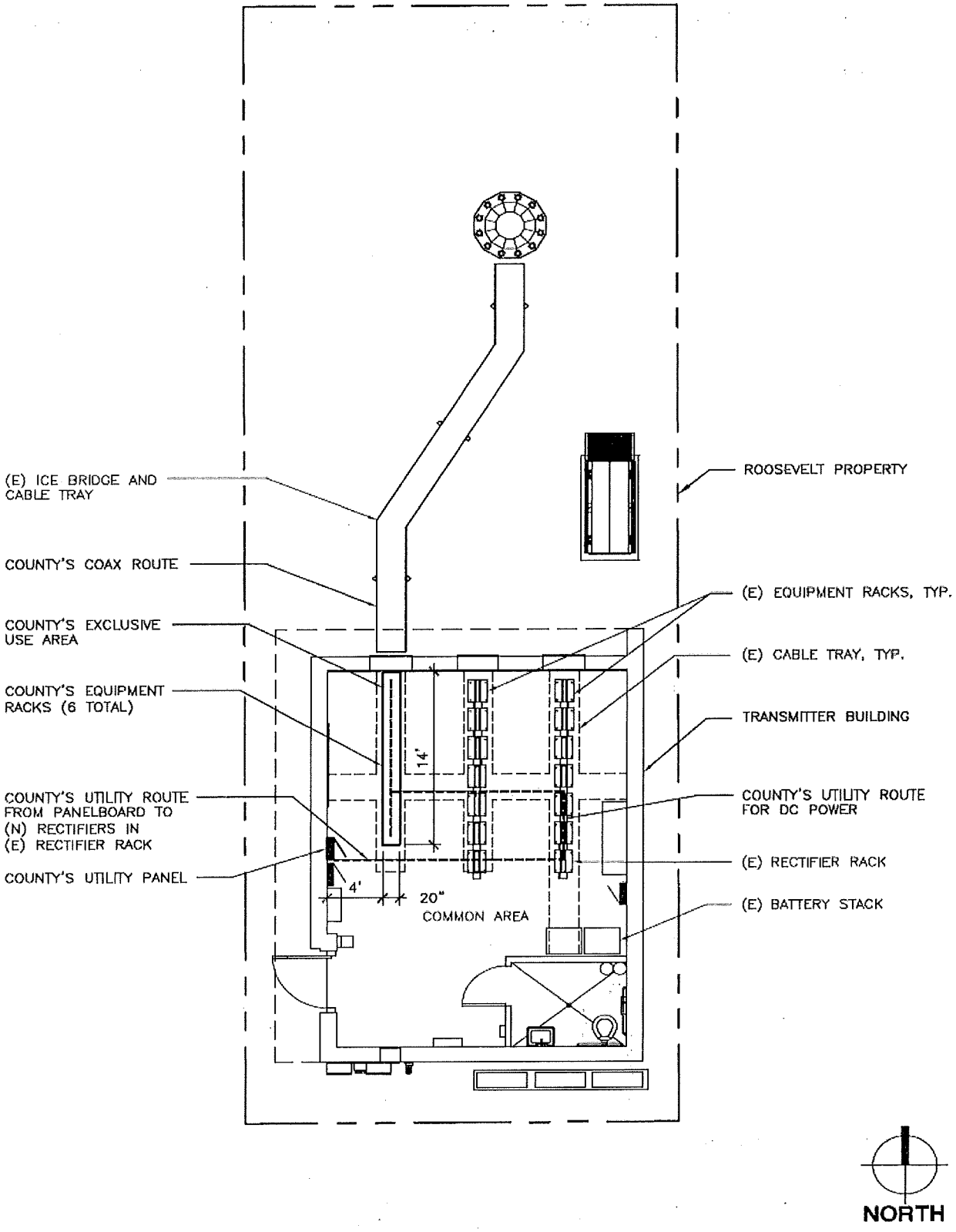

Exhibit C

List of Equipment

County shall have the right to install at its sole cost and expense the following:

a. a new, 100 amp/240 VAC breaker off of DoIT's main 120/240 power feed.

b. A new 100 Amp/240 VAC power distribution breaker panel.

c. AC distribution from the new 100 Amp/240 VAC distribution panel to its Equipment, primarily its DC rectifier rack.

d. DC distribution feeds from the rectifier to its radio equipment.

e. Six (6) racks of communications equipment.

f. Antennas on the Maple Leaf Tower, at the height specified:
   - Two (2) twenty-one foot (21') whip antennas at 175ft
   - Two (2) fifteen foot (15') whip antennas at 150ft
   - One (1) six foot (6') high performance microwave dish at 137ft
   - One (1) four foot (4') high performance microwave dish at 100ft

g. Coaxial cables.

h. Grounding.

i. Antenna mounts.

j. One (1) dual diversity tower mounted amplifier at 173ft

Exhibit D

Interference Standards as promulgated by the Western Washington Regional Interference Committee (f/k/a as Western Washington Cooperative Interference Committee)

WESTERN WASHINGTON COOPERATIVE INTERFERENCE COMMITTEE WWCIC ENGINEERING STANDARD #6 REV. C (02-97)

FOR RADIO TRANSMITTING AND RECEIVING DEVICES AND FM BROADCAST

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.

The following engineering standards will be observed:

Transmitters in the 29.8 to 54 MHz range shall have a low pass filter, band passfilter or cavity providing a minimum of 30 dB attenuation removed 1.0 MHz from the operating frequency.

Transmitters in the 66 to 88 MHz range shall have at least 25 dB of isolationfollowed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHz removedfrom the operating frequency.

Transmitters in the 88 to 108 MHz range operating at a power level of 350 wattsor less shall have at least 25 dB of isolation followed by a band pass cavity providingat least 35 dB of attenuation 1.0 MHz from the operatingfrequency.

Transmitters in the 88 to 108 MHz range at power levels above 350 watts shallhave a band pass cavity providing at least 25 dB of attenuation 1.4 MHz from the operating frequency.

Transmitters in the 130 to 225 MHz range shall have at least 50 dB ofisolation followed by a low pass filter and band pass cavity with a minimum of 15 dBof attenuation 1.0 MHz removed from the operatingfrequency.

Transmitters in the 400 to 470 MHz range shall have at least 50 dB ofisolation followed by a low pass filter and band pass cavity with a minimum of 15 dBof attenuation 2.0 MHz removed from the operatingfrequency.

Transmitters in the 806 to 990 MHz range shall have at least 50 dB ofisolation followed by a low pass filter or a band pass filter with a minimum of 15 dBof attenuation 10 MHz removed from the operating frequency and 40 dB ofattenuation at 20 MHz.

A band pass cavity/filter or crystal filter is recommended at the input of allreceivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non- linear device such as the first RF amplifier in a receiver which can re-radiate causing interference.

The band reject duplexer (cross notch duplexer) may not be used without the useof cavities or isolators.

Single braid coax cable is prohibited. Double shielded cable must have over98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLYas a fixed method for relative signal strengthmeasurements.

Jacketed coaxial cable is required. Unjacketed transmission line of any typeis prohibited.

Use of N, TNC, DIN or other types of constant impedance connector is preferredover a non-constant impedance type. Effort should be made to prevent the use ofcoax adaptors.

All equipment is to be grounded. Grounding is to be done with lowimpedance conductor to the station ground grid, preferably with flat copper strap orheavy braid. The "green wire" of the AC power plug is not an acceptable groundingpoint. The site manager has the responsibility of providing a suitable ground forusers.

Transmitting systems must be checked periodically, which includes theisolator, VSWR on the load port of the isolator and overall system insertionloss.

Bare metallic ties are prohibited for securing transmission lines to towers. Inthe case of large lines, use of stainless steel or galvanized hangers ispermitted.
Hardware capable of rusting and dissimilar metals are prohibited.

Transmission lines are to be insulated from metallic structures/objects. It is theduty of installation personnel to prevent "diode junctions" from takingplace.

All loose wire or metal objects are to be removed from the tower and site.Metal fencing should be plastic coated.

All equipment shall be licensed and operated in full accordance with allapplicable rules and regulations of the regulating agency, (FCC, NTIA). There shall beno modifications which violate "FCC TypeAcceptance."
It is recommended that all equipment be labeled with the owner's name anda current 24- hour telephone contact number, (service agency isacceptable).

Every effort should be made to protect the equipment from lightning damage.Feed- through lightning protectors should be used on all coaxial cable connections to equipment enclosures. Gas, Gap, MOV and Silicone Avalanche Diode (SAD) protectors should be used in control, audio, telephone and powerconnections.

INTERFERENCE POLICY STATEMENT

In the event Radio Interference (RI) 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. If these standards are complied with, additional isolators, filters, cavities, etc. may be required. All equipment must be maintained in good working order and meet original manufacturer's and FCC specifications for reduction of transmitter spuriousradiation. In the event radio interference (RI) occurs, and these standards are compliedwith, additional isolators, filters, cavities, etc. may be required to correct specific problems.

Involved systems not in full compliance with these standards will be asked tocomply immediately at their own expense.

It is customary for the offending transmitter owner/operator to finance therequired corrections or equipment necessary to correct the problem. It is also good practiceto 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 ofservice without notifying the owner.

The PCS industry is developing the 2.0 GHz band. It is unknown at this timewhat interference may be expected or caused and what products will be availablefor interference mitigation. Policies and standards will be developed by thiscommittee as needed.

These are minimum standards of good engineering practice in the operationand maintenance of electronic sites. These standards will be revised asdeemed necessary by the committee.

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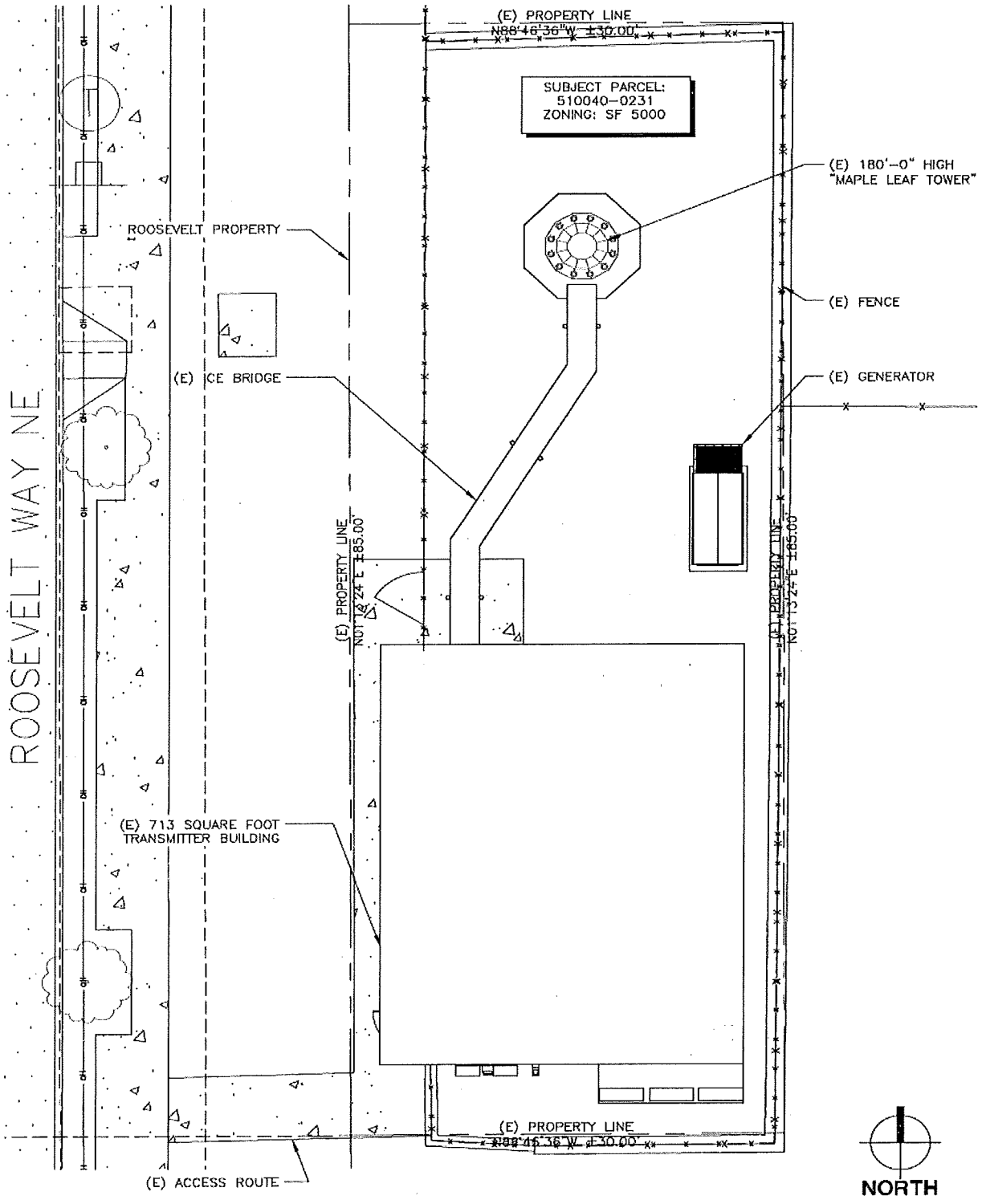

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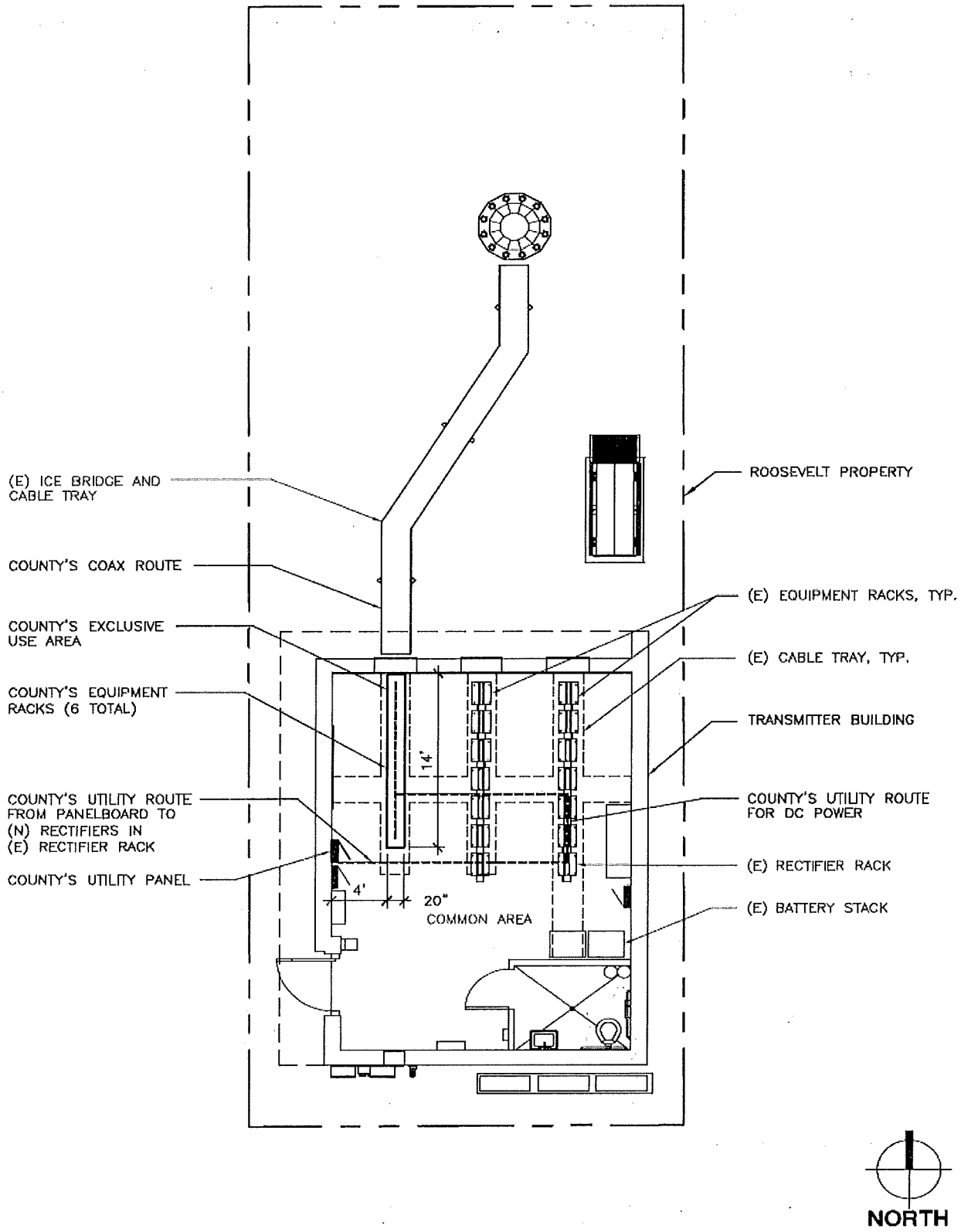

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STATE OF WASHINGTON -- KING COUNTY

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355039 No.

CITY OF SEATTLE,CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:125425-432 TITLE ONLY

was published on

10/23/17

The amount of the fee charged for the foregoing publication is the sum of $192.60 which amount has been paid in full.

Subscribed and sworn to before me on

10/23/2017

Notary public for the State of Washington,
residing in Seattle

JENNIFER A BARNES NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 10-24-19

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on October 02, 2017, and published below by title only, will be mailed upon request, or can be accessed at http://seattle.legistar.com. For information on upcoming meetings of the Seattle City Council, please visit http://www.seattle.gov/council/calendar.

Ordinance 125425

Council Bill 119093

AN ORDINANCE relating to land use and zoning; adopting a moratorium on the filing, acceptance, or processing of applications for the establishment, expansion, or change of use for certain uses on parcels with a Commercial 1, Commercial 2, or Neighborhood Commercial 3 zoning designation within the Aurora-Licton Urban Village; declaring an emergency and establishing an immediate effective date; all by a 3/4 vote of the City Council.

Ordinance 125426

Council Bill 119094

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Ordinance 125427

Council Bill 119092

AN ORDINANCE authorizing the Director of Finance and Administrative Services or the Director's designee to execute a license agreement with the Department of the Army for the City's continued use of an approximately 13,000 square-foot warehouse facility at 1555 Alaskan Way South for the operation of the St. Martin de Porres shelter for homeless men over the age of 50, and ratifying and confirming certain prior acts.

Ordinance 125428

Council Bill 119027

AN ORDINANCE amending the Seattle Comprehensive Plan to incorporate changes proposed as part of the 2016-2017 Comprehensive Plan annual amendment process.

Ordinance 125429

Council Bill 119057

AN ORDINANCE relating to land use and zoning; modifying the Design Review program; repealing and replacing Section 23.41.004 of the Seattle Municipal Code (SMC); amending Sections 3.51.030, 23.41.002, 23.41.008, 23.41.010, 23.41.012, 23.41.014, 23.41.016, 23.41.020, 23.57.013, 23.66.020, 23.66.030, 23.66.035, 23.73.009, 23.73.010, 23.73.012, 23.73.014, 23.73.015, 23.73.024, 23.76.004, 23.76.006, 23.76.008, 23.76.011, 23.76.012, 23.76.026, 23.76.040, 25.11.070, 25.11.080, 25.12.320, 25.12.680, 25.12.690 and 25.12.730 of the SMC; adding new Sections 23.41.015 and 23.41.022 to the SMC; repealing Section 23.41.018 of the SMC; making technical corrections; and adding new Sections 23.66.050 and 25.12.735 to modify the duties of Special Review District Boards and Landmark Preservation Boards by authorizing these Board to make recommendations to SDCI on design review development standard departures.

Ordinance 125430

Council Bill 119090

AN ORDINANCE relating to cable television; authorizing the Mayor or the Mayor's designee to approve the transfer of control, subject to conditions, of WaveDivision I, LLC; authorizing the Mayor or the Mayor's designee to execute a Cable Franchise Transfer of Controlling Interest Consent Agreement for the purpose of implementing and administering the transfer; and ratifying and confirming certain prior acts.

Ordinance 125431

Council Bill 119079

AN ORDINANCE relating to the City of Seattle's Maple Leaf radio-transmitter facility; authorizing the Director of Finance and Administrative Services to execute a license agreement with King County for its use of the radio-transmitter site at Maple Leaf reservoir for the new regional Puget Sound emergency radio network; and declaring a portion of property licensed for King County's use in the same location to be surplus to the City's utility needs.

Ordinance 125432

Council Bill 119055

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at pages 99, 98, and 100 of the Official Land Use Map to rezone land in the Uptown area; amending Sections 23.30.010, 23.45.517, 23.48.002, 23.48.005, 23.48.020, 23.48.021, 23.48.040, 23.48.055, 23.48.085, 23.48.620, 23.58A.042, 23.58C.050, 23.84A.025, 23.84A.042, and 25.05.800 of the Seattle Municipal Code; and adding a new Subchapter VI to Chapter 23.48 of the Seattle Municipal Code, consisting of Sections 23.48.702, 23.48.705, 23.48.720, 23.48.721, 23.48.722, 23.48.723, 23.48.724, 23.48.730, 23.48.732, 23.48.735, 23.48.740, 23.48.745, 23.48.750, 23.48.755, 23.48.780, and 23.48.785, to rezone areas in the Uptown Urban Center.

Date of publication in the Seattle Daily Journal of Commerce, October 23, 2017.

10/23(355039)