

**Renewal - Communications System Use Agreement
City of Lakewood and Pierce County**

THE AGREEMENT signed in 2008 by Pierce County and City of Lakewood is hereby amended to change paragraphs 1 through 3 to renew for 2011 and remove the word "exclusive" under Purpose.

This Agreement continues in its entirety, except substituting the following paragraphs:

1. Purpose - The purpose of this agreement is to permit User the use of the County's 156.0900 Records Radio System for its radio and communication needs, subject to all applicable rules and regulations of the County and the Federal Communications Commission (FCC).

2. Term - The term of this agreement shall commence on the first day of January, 2011 and terminating on the 31st day of December, 2011. This agreement may be renewed for additional two (2) year terms subject to the negotiation of a use charge schedule by the parties.

3. Use Charges - User shall pay County an annual use charge in accordance with the following schedule for the User's use of the 156.0900 Records Radio System, except as authorized under paragraph 7 or 8 hereof. Payments shall be due and payable on the first day of each period below stated, for the use of the 156.0900 Records Radio System. 1/1/2011 - 12/31/2011 \$4,865.00

IN WITNESS WHEREOF, the parties have executed this Agreement this 2nd day of Dec, 2010

PIERCE COUNTY

Recommended:

By [Signature] Date _____
Tim Lenk
Communications Systems Manager

CITY OF LAKEWOOD

Recommended:

By [Signature] Date 11-17-10
Brett Farrar
Police Chief

Approved as to legal form only:

By [Signature] Date _____
Prosecuting Attorney

Approved as to legal form only:

By [Signature] Date 11/30/10
Heidi Ann Wachter
City Attorney

Recommended:

By [Signature] Date 12-2-10
Budget and Finance

By [Signature] Date 12-3-10
Alice Bush, City Clerk

Approved:

By [Signature] Date 12/10/10
Steven C. Bailey
DEM Director

Approved:

By [Signature] Date 12-2-10
Choi Halladay
City of Lakewood, Assistant City Manager

**Renewal - Communications System Use Agreement
City of Lakewood and Pierce County**

THE AGREEMENT signed in 2008 by Pierce County and City of Lakewood is hereby amended to change paragraphs 1 through 3 to renew for 2010 and remove the word exclusive under Purpose.

This Agreement continues in its entirety, except substituting the following paragraphs:

- 1. Purpose** - The purpose of this agreement is to permit User the use of the County's 156.0900 Records Radio System for its radio and communication needs, subject to all applicable rules and regulations of the County and the Federal Communications Commission (FCC).
- 2. Term** - The term of this agreement shall commence on the first day of August, 2008 and terminating on the 31st day of December, 2010. This agreement may be renewed for additional two (2) year terms subject to the negotiation of a use charge schedule by the parties.
- 3. Use Charges** - User shall pay County an annual use charge in accordance with the following schedule for the User's use of the 156.0900 Records Radio System, except as authorized under paragraph 7 or 8 hereof. Payments shall be due and payable on the first day of each period below stated, for the use of the 156.0900 Records Radio System. 1/1/2010 - 12/31/2010 \$4,865.00

IN WITNESS WHEREOF, the parties have executed this Agreement this 25th day of Mar, 2010.

**PIERCE COUNTY
Recommended:**

By [Signature] for Date 3/25/10
Tim Leuk
Communications Systems Manager

Attest: [Signature]

By [Signature] Date _____
Prosecuting Attorney
(as to form only)

By [Signature] Date 3/2/10
Budget and Finance

Approved:

By [Signature] Date 3/9/10
FOR Steven C. Bailey
DEM Director
ACTING DIRECTOR, WAYNE WIENHOLZ

**CITY OF LAKEWOOD
Recommended:**

By [Signature] Date 2-1-10
Brett Farrar
Police Chief

Attest:

By [Signature] Date 3-1-10
Heidi Ann Wachter
City Attorney (as to form only)

By [Signature] Date 3-2-10
Alice Bush, City Clerk

Approved:

By [Signature] Date 3/1/2010
Choi Halladay
City of Lakewood, Assistant City Manager

**Communications System Use Agreement
Lakewood Police Department and Pierce County**

This agreement is made and entered into by and between the City of Lakewood, herein referred to as "User", and Pierce County, herein referred to as "County", for the purpose of allowing the use of County's 156.0900 Records Radio System by User's Police Department communications equipment.

WHEREAS, the County has communication infrastructure systems established for Pierce County Radio coverage, which may be made available to other municipal corporations; and

WHEREAS, the User is a municipal corporation with a need to use the County's 156.0900 Records Radio System with all applicable rules and regulations of the County; and

WHEREAS, the User recognizes its obligation to pay for the use of the system in accordance with the schedule of rates and charges currently placed in effect by the County;

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES, AS FOLLOWS:

1. Purpose

The purpose of this agreement is to permit User the exclusive use of the County's 156.0900 Records Radio System, for its radio and communication needs, subject to all applicable rules and regulations of the County and the Federal Communications Commission (FCC).

2. Term

The term of this agreement shall commence on the first day of August, 2008 and terminating on the 31st day of December, 2009. This agreement may be renewed for additional two (2) year terms subject to the negotiation of a use charge schedule by the parties.

3. Use Charges

User shall pay County an annual use charge in accordance with the following schedule for the User's exclusive use of the 156.0900 Records Radio System, except as authorized under paragraph 7 or 8 hereof. Payments shall be due and payable on the first day of each period below stated, for the use of the 156.0900 Records Radio System.

8/1/08 – 12/31/08	(five months – pro-rated)	\$ 1,842.92
1/1/09 – 12/31/09		\$ 4,422.99

4. Technical Standards

User shall operate its equipment communicating with the 156.0900 Records Radio System in compliance with the rules and regulations of the FCC and of the County.

5. Inspection

The County shall have the right to inspect User's equipment (radios) at any time during the term of this agreement to ensure compliance with the terms and conditions herein. Advance notice of such an inspection will be provided whenever possible.

6. Lawful Conduct

User agrees that the 156.0900 Records Radio System used hereunder is only for the purposes contemplated herein and to comply with all applicable Federal Communications Commission laws and ordinances. User shall not carry on or permit any illegal or immoral practice or business using such 156.0900 Records Radio System.

7. Assignment

User's interest hereunder shall not be sold, conveyed, mortgaged, encumbered, assigned or otherwise transferred without prior written approval of County.

This agreement is binding upon County and User and their respective heirs for the duration of this agreement.

8. Sublet

User may not sublet, or in any manner, allow any other party the use of the Records Radio System without prior written approval of County.

9. Breach or Default

The following event shall constitute a breach or default of this agreement by User:

Failure to perform or comply with any of the terms, covenants or conditions of this agreement, if the nonperformance or noncompliance shall continue for a period of thirty (30) days after written notice by County to User. Provided, that if performance or compliance cannot be reasonably attained within thirty (30) days, User shall have commenced performance within the thirty (30) day period and shall continue good faith correction of the breach to attain performance or compliance as soon as reasonably possible.

10. Remedies

In the event of default or breach, County shall have the following rights:

1. County shall have the right to cancel or terminate this agreement following notice required by paragraph 9.
2. County may elect, but shall not be obligated; to make any payment required of User herein or comply with any term, covenant or condition required hereunder to be performed by User.
3. The remedies given to County shall be cumulative, and the exercise of one right or remedy by County shall not impair its right to exercise any other right or remedy.

11. Notices

All notices and other communications shall be in writing and shall be deemed given if delivered or forwarded by certified mail, proper postage prepaid, to the following:

If to County: Pierce County DEM
Office of the Director
2501 S 35th St, Suite D
Tacoma, WA 98409-7405

If to User: City of Lakewood Police Dept
Police Chief
5504 – 112th St SW
Lakewood, WA 98499

12. Surrender

Upon termination or expiration of this agreement, User shall cease using the 156.0900 Records Radio System.

13. Non-liability and Indemnifications

User agrees that County shall not be liable for injury or death to any person, damage to property, or loss of business arising out of or in any way connection with the User's use of the 156.0900 Records Radio System.

County shall give User prompt notice of any such claim and User agrees to indemnify and hold County harmless against all such claims, including investigation costs, court costs and attorney's fees. User shall indemnify and save harmless County from all loss, liability, damage or other injury, including reasonable attorney's fees, arising as a direct or indirect result of any and all acts, omissions or negligence of Users, its officers, employees, contractors or subcontractors in its performance of this agreement. User shall also indemnify and save harmless County from any claims for copyright, libel, slander or similar liability by reason of the exercise of its rights hereunder. User assumes all responsibility and risk for its use of 156.0900 Records Radio System covered by this agreement.

14. Attorney Fees

If either party files an action to recover any use charge or payment under this agreement, for or on account of any breach of this agreement, to enforce or interpret any of the provisions of this agreement, or for the recovery of possession of the herein mentioned Records Radio System, then the prevailing party shall recover all reasonable collection costs and attorney's fees.

15. Non-waiver of Breach

The failure of County to insist upon strict performance of any of the covenants and conditions of this agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such rights, or any other covenants or conditions, but the same shall be and remain in full force and effect.

16. Other Documents

Each party undertakes to execute such additional or other documents as may be required to fully implement the intent of this agreement.

17. Miscellaneous

This agreement shall be governed by and construed in accordance with the laws of the State of Washington and the regulations of the Federal Communications Commission. This agreement replaces and supersedes all prior agreements and understanding between the parties with respect to the subject matter herein.

No alterations, modifications or changes in this agreement shall be valid unless made in writing and agreed to by both parties. Nothing in the execution and performance of this agreement shall be deemed in any way to constitute the parties as joint ventures or partners with each other.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4th day of Sept, 2008.

PIERCE COUNTY
Recommended:

CITY OF LAKEWOOD
Recommended:

By [Signature] Date _____
Tim Lenk
Communications Systems Manager

By [Signature] Date 8-5-08
Brett Farrar
Police Chief

Attest:

Attest:

By [Signature] Date _____
Prosecuting Attorney
(as to form only)

By [Signature] Date 8/8/08
Heidi Ann Wachter
City Attorney (as to form only)

By [Signature] Date 8-29
Budget and Finance

By [Signature] Date 8-13-08
Alice Bush
City Clerk

Approved:

Approved:

By [Signature] Date 9/4/08
Steven C. Bailey
DEM Director

By [Signature] Date 8-7-08
Andrew Neiditz
City of Lakewood, City Manager