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 29th day of Dec, 2010

PIERCE COUNTY  
Recommended:

By ___________ Date ___________
Tim Lenk  
Communications Systems Manager

Approved as to legal form only:

By ___________ Date ___________
Prosecuting Attorney

Recommended:

By ___________ Date ___________
Budget and Finance

Approved:

By ___________ Date ___________
Steven C. Bailey  
DEM Director

CITY OF LAKEWOOD  
Recommended:

By ___________ Date ___________
Brett Farrar  
Police Chief

Approved as to legal form only:

By ___________ Date ___________
Heidi Ann Wachter  
City Attorney

Approved:

By ___________ Date ___________
Alice Bush, City Clerk

Approved:

By ___________ Date ___________
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 15th day of  

   MAM, 2010.  

PIERCE COUNTY  
Recommended:  

By Tim Leek  
Communications Systems Manager  
Attest:  

By  
Prosecuting Attorney  
(as to form only)  

By  
Budget and Finance  

Approved:  

By  
Steven C. Bailey  
DEM Director  

CITY OF LAKEWOOD  
Recommended:  

By Brett Farrar  
Police Chief  
Attest:  

By Heidi Ann Wachter  
City Attorney (as to form only)  

By Alice Bush, City Clerk  

Approved:  

By  
Chor 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.

<table>
<thead>
<tr>
<th>Period</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/1/08 – 12/31/08</td>
<td>(five months – pro-rated)</td>
</tr>
<tr>
<td>1/1/09 – 12/31/09</td>
<td>$ 4,422.99</td>
</tr>
</tbody>
</table>

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 ___ day of _Sept_, 2008.

PIERCE COUNTY
Recommended:

By ______________________ Date ________________
Tim Lenk
Communications Systems Manager

Attest:

By ______________________ Date ________________
Prosecuting Attorney
(as to form only)

By ______________________ Date ________________
Budget and Finance

Approved:

By ______________________ Date ________________
Steven C. Bailey
DEM Director

CITY OF LAKEWOOD
Recommended:

By ______________________ Date ________________
Brett Farrar
Police Chief

Attest:

By ______________________ Date ________________
Heidi Ann Wachter
City Attorney (as to form only)

By ______________________ Date ________________
Alice Bush
City Clerk

Approved:

By ______________________ Date ________________
Andrew Neiditz
City of Lakewood, City Manager