

INTERAGENCY AGREEMENT

RECITALS

- A. Each party owns and/or operates certain Wireless Communication Facilities;
- B. Each party wishes to provide the other party access to its Wireless Communication Facilities identified in this Agreement for the purpose of the other party's installation, operation and maintenance of personal communications equipment and related telecommunications services as identified in this Agreement at said Wireless Communication Facilities;
- C. This Agreement supersedes and replaces any earlier agreements and/or leases between the Parties regarding the sites described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED THAT:

1. **PARTIES.** THIS INTERAGENCY AGREEMENT (hereinafter Agreement) for the installation, operation and maintenance of personal communications equipment and related telecommunications activities on the **Cooks Hill Fire Station and the Lewis County Courthouse Radio Tower** is made and entered into by and between the RIVERSIDE FIRE AUTHORITY (hereinafter RFA) and LEWIS COUNTY, a political subdivision of the State of Washington (hereinafter COUNTY).
2. **LEASED PREMISES.** The Premises ("Premises") collectively consist of wireless communications facilities at two (2) separate sites as follows (individually "Wireless Communication Facility" and collectively "Wireless Communication Facilities"):
 - A. **Cooks Hill Fire Station Site:** RFA owns a fire station located on Cooks Hill Road, Centralia. RFA will allow the installation, operation, maintenance, upgrading, and removal of unstaffed personal communications equipment and related telecommunications activities by the COUNTY including use of) tower, building, and backup generator, see **Exhibit A** for legal description and **Exhibit B**, Technical Data Sheets, for equipment location and description, both attached hereto and by this reference incorporated herein. With respect to the Lewis County Courthouse Radio Site. RFA is the LESSOR and COUNTY is the LESSEE.
 - B. **Lewis County Courthouse:** COUNTY has constructed a Wireless Communication Facility commonly known as the Lewis County Courthouse Radio Site located in Lewis County, State of Washington. The Wireless Communication Facility is located on real property owned in fee by the COUNTY. The COUNTY will allow the installation, operation,

maintenance, upgrading, and removal of unstaffed personal communications equipment and related telecommunications activities by RFA see **Exhibit C** for legal description and **Exhibit D**, Technical Data Sheets, for equipment location and description, both attached hereto and by this reference incorporated herein. With respect to the Lewis County Courthouse Site the COUNTY is the LESSOR and RFA is the LESSEE.

3. **TERM.** The term under this Agreement shall commence on execution of the Agreement by both parties (the "Commencement Date") and shall expire 5 years from that date (the "Expiration Date"), except as extended or earlier terminated in accordance with the terms of this Agreement.

4. **TERMINATION BY RFA.**

A. RFA may terminate this Agreement in whole or in part, without penalty or further liability as follows:

(1) Upon sixty (60) calendar days written notice to the COUNTY, if the COUNTY defaults, and fails to cure such default within that thirty (30) calendar day period, or such longer period, as may be determined by RFA in its sole judgment, if the COUNTY is diligently working to cure the default;

(2) Upon sixty (60) calendar days written notice, unless an emergency exists, then immediately, if RFA determines that it is in the best interest of the RFA to terminate this Agreement;

(3) Immediately, upon written notice, if a receiver is appointed to take possession of the COUNTY's assets, the COUNTY makes a general assignment for the benefit of creditors, or the COUNTY becomes insolvent or takes or becomes subject to and action under the Bankruptcy Act or in receivership.

(4) Immediately, upon written notice, if in RFA's judgment the respective Wireless Communication Facilities are destroyed or damaged so as to substantially and adversely affect RFA's authorized use of the Wireless Communication Facilities.

B. Waiver or acceptance of any default of the terms of this Agreement by RFA shall not operate as a release of the COUNTY's responsibility for any prior or subsequent default.

C. If the COUNTY defaults on any provision in this Agreement three (3) times within a twelve (12)-month period, then the third default shall be deemed "non-curable" and this Agreement may be terminated by RFA on thirty (30) calendar days written notice.

5. **TERMINATION BY THE COUNTY.**

A. The COUNTY may terminate this Agreement, in whole or in part, without penalty

A. The COUNTY may terminate this Agreement, in whole or in part, without penalty or further liability as follows:

(1) Upon sixty (60) calendar days' written notice to RFA, if the RFA defaults, and fails to cure such default within that thirty (30) calendar day period, or such longer period, as may be determined by the COUNTY in its sole judgment, if RFA is diligently working to cure the default;

(2) Upon sixty (60) calendar days written notice, unless an emergency exists, then immediately, if the COUNTY determines that it is in the best interest of the COUNTY to terminate this Agreement; and

(3) Immediately, upon written notice, if a receiver is appointed to take possession of RFA's assets, RFA makes a general assignment for the benefit of creditors, or RFA becomes insolvent or takes or becomes subject to an action under the Bankruptcy Act or in receivership.

(4) Immediately, upon written notice, if in the COUNTY's judgment the respective Wireless Communication Facilities are destroyed or damaged so as to substantially and adversely affect the COUNTY's authorized use of the Wireless Communication Facilities.

B. Waiver or acceptance of any default of the terms of this Agreement by the COUNTY shall not operate as a release of RFA's responsibility for any prior or subsequent default.

C. If RFA defaults on any provision in this Agreement three (3) times within a twelve (12)-month period, then the third default shall be deemed "non-curable" and this Agreement may be terminated by the COUNTY on thirty (30) calendar days' written notice.

6. **CONSIDERATION.** In exchange for the use of the leased Premises by the LESSEES to install, operate, and maintain equipment at Wireless Communication Facilities, as described elsewhere herein, the Parties agree to waive any rent charges between them.

7. **USE OF PREMISES.**

A. No use other than the installation, operation and maintenance of Wireless Communication Facilities shall be permitted without the prior written approval of RFA for the Cooks Hill Fire Station Site. No use other than the installation, operation and maintenance of Wireless Communication Facilities shall be permitted without the prior written approval of the COUNTY for the Lewis County Courthouse Radio Site. Any other use authorized by the Parties will be pursuant to separate written agreement. This provision applies to other uses by the Parties and uses by third parties.

B. The LESSEE shall have access to the respective leased Premises via the existing access locations.

C. In using the leased Premises, the respective LESSEE must comply with all policies and regulations heretofore adopted or hereafter promulgated by the respective LESSOR relative to the location, operation, and maintenance of improvements located on the respective leased Premises.

D. In using the leased Premises, it is expressly agreed that the respective LESSEE must comply with all applicable federal, state, and local laws, ordinances, and regulations, including environmental requirements, that are in force or which may hereafter be in force and secure and maintain all necessary permits and licenses.

8. **MAINTENANCE.** Each Party will be responsible for the maintenance, repair and upkeep of its Premises for which it is the LESSOR. Each Party shall notify the other of any maintenance needs, repairs and scheduled maintenance work to be performed on said Premises including but not limited to buildings, towers, roadways or other commonly shared items.

A. Each Party agrees to install, operate, and maintain its respective personal communications equipment located on the Wireless Communication Facilities. Each Party agrees to perform site maintenance related to their individual use as needed. Each Party agrees that it will be responsible for the costs directly related to its proportional use of the Premises. If a dispute arises which can't be rectified within thirty (30) calendar days, the owner of the property shall make the final determination.

B. The LESSOR of each premise reserves the right to periodically observe and inspect the maintenance work conducted by the LESSEE on the Premises. The LESSOR shall provide written notice to the LESSEE to include details of those elements or areas not in compliance with specifically referenced LESSEE's maintenance requirements. The notice will set a specified reasonable period of time in which requested corrective action must be taken; provided, however, that if an emergency exists, corrective action must be taken immediately. If corrective measures are not completed within the specified time period, the LESSOR may either perform the maintenance as provided elsewhere herein, or issue a notice of default as provided elsewhere herein.

9. **RESERVATION OF RIGHT OF ENTRY.**

A. Right of Entry.

(1) Nothing herein shall affect the LESSOR's, its agents' and contractors' right to enter upon and use its leased Premises at any time for any purpose.

(2) Other than in an emergency, the LESSOR, as a matter of courtesy, will attempt to give the LESSEE a minimum of seven (7) working days' notice of any use or entry that will unreasonably disrupt the LESSEE's operation or maintenance on the leased Premises. All reasonable steps will be taken to minimize impacts to the LESSEE's operation and maintenance, however, the LESSOR assumes no liability of any kind for any such disruption.

10. TAXES, ASSESSMENTS, AND UTILITIES.

A. The LESSEE agrees to pay all assessments that benefit the leased Premises as a result of the LESSEE's use and/or which may hereafter become a lien on the interest of the LESSOR. The LESSEE shall have the right to appeal disputed charges.

B. Each Party also agrees to pay all taxes that may hereafter be levied or imposed upon said Party or by reason of this Agreement. Each Party reserves the right to appeal disputed charges.

C. Each Party agrees, except as noted herein, to pay the cost for all utility bills related to its individual use incurred at the Wireless Communication Facilities, including, but not limited to, sewer, electric, water, surcharges, and rate adjustments that serve the Premises.

11. IMPROVEMENTS.

A. COUNTY may install, operate and maintain personal communications equipment on the leased Premises at the locations previously agreed to by the Parties and as shown on **Exhibit A**. Prior to the installation of equipment, the COUNTY shall notify RFA and the Parties shall coordinate their activities to facilitate such installations.

B. RFA may install, operate and maintain personal communications equipment on the leased Premises at the locations previously agreed to by the Parties and as shown on **Exhibit C**. Prior to the installation of equipment, RFA shall notify the COUNTY and the Parties shall coordinate their activities to facilitate such installations.

12. CONSTRUCTION. No construction of new or reconstruction of existing improvements is permitted without the prior written approval of the LESSOR. When applicable, the LESSOR shall be furnished with one (1) set of complete site plans, details, and specifications and revisions thereto for grading and all improvements proposed to be placed on the leased Premises, and no work shall be done without prior written approval of such plans by the LESSOR. All work shall be done in conformity with the plans and specifications as approved. The LESSOR may take any action necessary, including directing that work be temporarily stopped or that additional work be done, to ensure observation of the plans and specifications, protection of all parts and elements of the Wireless Communication Facilities, and compliance with LESSOR's construction and safety standards. The improvements shall be designed and constructed in a manner that will permit access to the leased Premises for the purpose of inspection, maintenance, and construction when necessary.

13. LIENS.

A. Nothing in this Agreement shall be deemed to make the COUNTY the agent of RFA or RFA the agent of the COUNTY, for purposes of construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on the leased Premises. The COUNTY acknowledges that RFA may not, and shall not, be subject to claims or liens

for labor or materials in connection with such activities by the COUNTY. RFA acknowledges that the COUNTY may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by RFA.

B. Each Party shall at all times indemnify and save the other Party harmless from all claims for labor or materials in connection with the Party's construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees.

C. In the event a lien is filed upon the leased Premises as a result of the LESSEE's installation, operation or maintenance of equipment or other telecommunications activities within the leased Premises, the LESSEE shall either:

(1) Record a valid release of lien; or

(2) Deposit sufficient cash with the LESSOR to cover the amount of the claim on the lien in question, and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or

(3) Procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.

Should the LESSEE fail to accomplish either (1), (2) or (3) above within sixty (60) calendar days after the filing of such a lien, this Agreement shall be in default.

14. PERSONAL PROPERTY.

A. The LESSOR shall not be liable in any manner for, or on account of any loss or damage sustained to any of the LESSEE's, its franchisees', lessees' and permittees', or other authorized users' personal property of whatsoever kind stored, kept, or maintained on or about the Premises, except for such claims or losses that may be caused by LESSOR or its authorized agents or employees.

B. Upon termination of this Agreement, if the LESSEE fails to remove its equipment and all personal property within thirty (30) calendar days of such termination, LESSOR may remove all equipment and personal property of the LESSEE remaining on the leased Premises at the LESSEE's expense and dispose of it in any manner the LESSOR deems appropriate. The LESSEE agrees to reimburse the LESSOR for the costs of such removal and disposal within thirty (30) calendar days of the date of LESSOR's invoice.

15. VACATION OF PREMISES. Upon termination of this Agreement, the LESSEE shall cease its operations on the leased Premises and, if so directed by LESSOR, restore the leased Premises to its condition prior to LESSEE's occupancy. This restoration shall include the removal of personal property. This work shall be done at LESSEE's expense and to the reasonable satisfaction of the LESSOR. In the event the LESSEE fails to vacate and, if so directed by LESSOR, restore the leased Premises prior to the date of termination, the LESSEE shall be liable for any and all costs to the LESSOR arising from such failure and agrees to

reimburse LESSOR for all such costs within thirty (30) calendar days of the date of LESSOR's invoice for such costs.

16. ENVIRONMENTAL REQUIREMENTS.

A. Each Party represents, warrants and agrees that it will conduct its activities on the leased Premises in compliance with all applicable environmental laws. As used in this Agreement, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations.

B. Toxic or hazardous substances are not allowed on the leased Premises without the express written permission of the respective LESSOR under such terms and conditions as may be specified by LESSOR. For the purposes of this Agreement, "Hazardous Substances," shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., and the Washington Model Toxic Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations, and shall include gasoline and other petroleum products. The LESSEE is hereby authorized to bring on to the leased Premises gasoline and petroleum products necessary to carry out the installation, maintenance and operation requirements set forth in this Agreement. The disposal of all hazardous materials must be done in a legal manner by LESSEE.

C. The Parties agree to cooperate in any environmental investigations conducted by a Party's staff or independent third parties where there is evidence of contamination on the leased Premises, or where a Party is directed to conduct such audit by an agency or agencies having jurisdiction. The Party will reimburse the other Party for the cost of such investigations, where the need for said investigation is determined to be caused by the former's operations. The Parties will provide each other with notices of any inspections of the leased Premises, notices of violations and orders to clean up contamination. The Parties will permit each other to participate in all settlement or abatement discussions. In the event that a Party fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within Ninety (90) calendar days of such notice, the other Party may elect to perform such work, and shall be reimbursed by the non-performing Party for all direct and indirect costs incurred in performing such work. Each Party further agrees that its use of the leased Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the right of way.

D. For the purposes of this Agreement, "Costs" shall include, but not be limited to,

all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include, but not be limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the Clean Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxic Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations.

E. Each Party ("Indemnitor") agrees to indemnify, defend and hold the other Party harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the existence of, and/or removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to the other properties, which are caused by or result from the Indemnitor's activities on the Premises. Each Party ("Indemnitor") further agrees to retain indemnify, defend, and hold the other Party harmless from any and all liability arising from the Indemnitor's offsite disposal, handling, treatment, storage or transportation of any such Hazardous Substances removed from the Premises.

F. The provisions of this section shall survive the termination or expiration of this Agreement.

17. INSURANCE.

A. COUNTY COVERAGE:

(1) The COUNTY shall maintain liability coverage for the use of the Premises owned by RFA, including public liability coverage for bodily injury, property damage, and personal injury of not less than TWO MILLION (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than FOUR MILLION (\$4,000,000.00) per policy period. The COUNTY certifies that it is self-insured, and agrees to provide acceptable evidence of its self-insured status to RFA. The COUNTY agrees that RFA may require increases in said coverage amounts by written notice to the COUNTY, as RFA deems reasonably necessary.

(2) In the event the COUNTY, after commencement of this Agreement, elects to terminate its self-insured status and secure commercial liability coverage, the COUNTY will promptly notify RFA, and provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington.

(3) Coverage, if obtained by the COUNTY in compliance with this section, shall not be deemed as having relieved the COUNTY of any liability.

B. RFA COVERAGE.

(1) RFA shall maintain liability coverage for the use of the Premises owned by COUNTY, including public liability coverage for bodily injury, property damage, and personal injury of not less than TWO MILLION (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than FOUR MILLION (\$4,000,000.00) per policy period. RFA agrees to provide acceptable evidence of its self-insured status to RFA. RFA agrees that COUNTY may require increases in said coverage amounts by written notice to the RFA, as COUNTY deems reasonably necessary.

(2) Coverage, if obtained by the RFA in compliance with this section, shall not be deemed as having relieved the RFA of any liability.

18. INDEMNIFICATION.

A. To the maximum extent authorized by law, each Party ("Indemnitor") shall indemnify and hold harmless the other Party, its employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the other Party arising out of, in connection with, or incident to the Indemnitor's own negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the COUNTY and (b) RFA, their respective employees and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the COUNTY's or RFA's, their respective employees and/or officers; and provided further, that nothing herein shall require a Party to hold harmless or defend the other Party or the other Party's employees and/or officers from any claims arising from the other Party's sole negligence or that of its employees and/or officers.

B. The Parties agree that their obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any Party's employees or agents. For this purpose, the Parties, by mutual negotiation, hereby waive, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

C. The indemnification provisions in this paragraph shall survive the expiration or termination of this Agreement.

19. PERFORMANCE BY LESSEE.

A. If the LESSEE defaults in the performance or observation of any covenant or agreement contained in this Agreement, LESSOR, without notice if deemed by LESSOR that an emergency exists, or if no emergency, with thirty (30) calendar days' notice, may direct the LESSEE to stop work and may itself perform or cause to be performed such covenant or agreement.

B. The LESSEE shall reimburse LESSOR the entire cost and expense of such

performance by LESSOR within thirty (30) calendar days of the date of LESSOR's invoice.

C. Any act or thing done by LESSOR under the provisions of this paragraph shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

20. **NONDISCRIMINATION.** In its activities associated with leasing the Premises, each Party, for itself, its successors and assigns, as part of the consideration hereof, agrees to comply with all applicable civil rights and antidiscrimination requirements, including but not limited to Chapter 49.60 RCW.
21. **INDEPENDENT CAPACITY.** For purposes of this Agreement, the COUNTY shall be deemed an independent contractor for all purposes and the employees of the COUNTY or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of RFA. For purposes of this Agreement, RFA shall be deemed an independent contractor for all purposes and the employees of RFA or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of the COUNTY.
22. **ASSIGNMENT.** Neither this Agreement nor any rights created by it may be assigned, sublet, or transferred.
23. **BINDING CONTRACT.** This Agreement shall not become binding upon RFA unless and until executed by both RFA signatories.
24. **ATTORNEYS' FEES.** In the event of any controversy, claim, or dispute arising out of this Agreement, each Party shall be solely responsible for the payment of its own attorney's fees and costs.
25. **MODIFICATIONS.** This instrument contains all the agreements and conditions made between the Parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all Parties. No failure on the part of either Party to enforce any covenant or provision herein contained, nor any waiver of any right thereunder, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the either Party to enforce the same in the event of any subsequent breach or default.
26. **INTERPRETATION.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington. The title to paragraphs or sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.
27. **TOTALITY OF AGREEMENT.** It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by either Party except to the extent that the same are expressed in the Agreement.
28. **SEVERABILITY.** If any covenant or provision or part thereof, of the Agreement be

adjudged void, such adjudication shall not affect the validity, obligation or performance of any other covenant or provision or part thereof, which in itself is valid; if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement.

29. DISPUTE RESOLUTION.

A. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

COUNTY: Department of Emergency Services Director
351 NW North Street
Chehalis, WA 98532

RFA: Fire Chief, RFA
1818 Harrison Avenue
Centralia, WA 98531

B. The RFA Designated Representative and the County Representative shall confer to resolve disputes that arise under this Agreement as requested by either Party. The Designated Representatives shall use their best efforts and exercise good faith to resolve such disputes.

C. In the event the Designated Representatives are unable to resolve the dispute, the appropriate RFA Program Administrator and the Department of Emergency Services Director for the COUNTY shall confer and exercise good faith to resolve the dispute.

D. In the event the RFA Administrator and the Department of Emergency Services Director for the COUNTY are unable to resolve the dispute, the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process who shall serve as the mediator, and the time frame the Parties are willing to discuss the disputed issue(s).

E. Each Party shall bring to the mediation session, unless excused from doing so by the mediator, a representative from its side with full settlement authority. In addition, each party shall bring counsel and such other persons as needed to contribute to a resolution of the dispute. The mediation process is to be considered settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such conference from later discovery or use in evidence; provided that any settlement executed by the Parties shall not be considered confidential and may be disclosed. Each Party shall pay its own costs for mediation and share equally in the cost of the mediator. The venue for the mediation shall be in Lewis County, Washington, unless the Parties mutually agree in writing to a different location.

F. If the Parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then either Party may institute a legal action. The Parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been

exhausted.

30. **VENUE.** In the event any Party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the Parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

31. **AGREEMENT MANAGEMENT.**

A. The Program Managers for the respective Parties shall be responsible for administration of this Agreement and shall be the contact persons for all communications and billings regarding the administration of this Agreement, which expressly excludes notices of default and reporting and correcting defects covered under warranty.

B. The Program Manager for the COUNTY is the Department of Emergency Services Director.

C. The Program Manager for RFA is: Fire Chief, RFA.

D. Either Party may, from time to time, by notice in writing served upon the other Party as required elsewhere herein, designate an additional and/or a different mailing address or an additional and/or different person to whom such notice, request, report or other communication are thereafter to be addressed.

32. **NOTICES.**

A. Wherever in this Agreement written notices are to be given or made, they will be served, personally delivered or sent by certified mail or overnight mail addressed to the appropriate Party(ies) at the addresses provided herein, unless a different address is designated in writing or delivered to the other Party.

B. Notices of default of this Agreement shall be given to the Program Manager and the individuals listed below:

(1)	COUNTY	Department of Emergency Services Director 351 NW North Street Chehalis, WA 98532
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(2)	RFA:	Fire Chief, RFA 1818 Harrison Avenue Centralia, WA 98531
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C. Either Party may, from time to time, by notice in writing served upon the other Party as required elsewhere herein, designate an additional and/or a different mailing address or an additional and/or different person to whom notices of default are to thereafter to be addressed.

33. EXHIBITS.

Exhibit A —Cooks Hill Fire Station Legal Description

Exhibit B —Cooks Hill Fire Station Technical Data Sheets

Exhibit C —Lewis County Courthouse Radio Site Legal Description

Exhibit D —Lewis County Courthouse Radio Site Technical Data Sheets

EXHIBIT A - COOKS HILL FIRE STATION LEGAL DESCRIPTION

Part of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 11, Township 14 North, Range 3 West, W.M., described as follows:

Beginning at a point on the East-West centerline of said Section 11, which is South $89^{\circ}33'10''$ West, 2,573.94 feet from the East Quarter Corner; thence North $0^{\circ}26'50''$ West, a distance of 774.28 feet, more or less, to the South line of the Lincoln Creek County Road and the true point of beginning; thence South $0^{\circ}26'50''$ East a distance of 200 feet; thence Westerly parallel to the East-West center line a distance of 200 feet; thence North $0^{\circ}26'50''$ West to the South line of the Lincoln Creek County Road; thence Easterly along said South line of said County road to the point of beginning.

EXHIBIT B--COOKS HILL FIRE STATION TECHNICAL DATA SHEETS

1. 19" standard equipment rack with base stations for Lewis Fire 1 Cook's Hill and REDNET West.
2. Tone remote adapters mounted in the 19 inch equipment rack which control the base stations remotely from dispatch.
3. Microwave channel bank supporting signaling and audio backhaul from Seminary Hill on Lewis County microwave link. Covers Lewis County and RFA circuits.
4. 2 - 48 Volt dc power supplies providing power for 2 base stations and channel bank.
5. Indoor unit for Microwave radio mounted on tower.
6. Tower space for microwave radio and panel.
7. Tower space for two omnidirectional VHF antennas connected to base stations.
8. RFA provided microwave channel bank DS0 for City PD Seminary, REDNET west, Fire 1 Cook's, Central Dispatch RFA primary connection to RFA system.

EXHIBIT C - LEWIS COUNTY COURTHOUSE RADIO SITE LEGAL DESCRIPTION

Block 18, Barrett's Addition to the City of Chehalis.

**EXHIBIT D--LEWIS COUNTY COURTHOUSE RADIO SITE
TECHNICAL DATA SHEETS**

1. 19 inch standard relay rack with base station for RFA back up.
2. Tone remote adapter mounted in the 19 inch equipment rack which controls the base station remotely from dispatch.
3. 19 inch standard equipment rack for RFA TAC2 repeater. Rack space for duplexer and power supply.
4. Microwave channels supporting signaling and audio backhaul from/to Lewis County microwave link at Crego Hill. Covers Lewis County and RFA circuits.
5. Indoor unit for Microwave radio mounted on tower.
6. Tower space for microwave radio and panel
7. Tower space for two omnidirectional VHF antennas connected to base station and repeater.