

MASTER SERVICES AGREEMENT (MSA)

RADIO SERVICES

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I. RECITALS

1. The County operates and maintains Radio Services (hereinafter “RS”); and
2. The County offers RS to any and all Federal Communication Commission (FCC) Part 90 eligible entities.
3. Use of the RS provided under this MSA is for the exclusive use of the Customer, subject to (a) the terms and conditions of this MSA; (b) Customer’s obligations and responsibilities under FCC Part 90; and
4. The Customer wants to purchase RS and
5. The Customer agrees that it will use its Radio Equipment solely for public, educational and government communication purposes, and not for any for-profit or commercial purposes by itself or third parties; and
6. The purpose of this MSA is to establish the contractual, service, and support responsibilities between the County and the Customer (referred to collectively as the “Parties”).

NOW, THEREFORE, in consideration of the payments, covenants, and obligations contained herein, the Parties mutually agree as follows:

1. INTENT AND INTERPRETATION

- 1.1. The Parties acknowledge that they have mutually agreed to the provisions of this MSA; they have each been represented by legal counsel; and they have had a full opportunity to review all provisions. The Parties agree, therefore, that ambiguities, if any, shall not be construed or resolved against either Party as the drafter.
- 1.2. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to.
- 1.3. References to sections, exhibits, attachments, or appendices to this MSA and references to articles or sections followed by a number shall be deemed to include all subarticles, subsections, subclauses, subparagraphs, and other divisions bearing the same number as a prefix.
- 1.4. The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”.
- 1.5. The words “shall”, “will”, “requires”, or “must” shall be deemed to require mandatory action by either the Customer or the County, as applicable, and means that the Customer or the County, as applicable, has thereby entered into a covenant with the other Party to do or perform the same.
- 1.6. Words such as “herein,” “hereof” and “hereunder” are not limited to the specific provision within which such words appear but shall refer to the entire MSA taken as a whole.
- 1.7. If the due date for an MSA deliverable, payment, or any other requirement falls on a Saturday or Sunday, the due date will be considered to be the next Business Day.

- 1.8. The captions and headings in this MSA are for convenience of reference purposes only and shall not be deemed part of this MSA or considered in interpreting this MSA.

2. DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Where used in the MSA documents, the words and terms contained in Appendix A – Definitions shall have the meanings indicated therein. The meanings shall be applicable to the singular, plural, masculine, feminine, and neuter of the words and terms.

3. TERMINATION

3.1. TERMINATION FOR CONVENIENCE

THIS MSA MAY BE TERMINATED BY EITHER PARTY WITHOUT CAUSE, IN WHOLE OR IN PART, UPON PROVIDING THE OTHER **PARTY WITH** ONE HUNDRED EIGHTY (180) DAYS' ADVANCE WRITTEN NOTICE OF THE TERMINATION.

IF THE MSA IS TERMINATED PURSUANT TO THIS *PARAGRAPH 3.1*: (A) THE CUSTOMER WILL BE LIABLE ONLY FOR PAYMENT IN ACCORDANCE WITH THE TERMS OF THIS MSA FOR RS RENDERED UP TO THE TERMINATION NOTICE DATE; AND (B) THE COUNTY SHALL BE RELEASED FROM ANY AND ALL OBLIGATION TO PROVIDE FURTHER RS.

3.2. TERMINATION FOR DEFAULT

EITHER PARTY MAY TERMINATE THIS MSA IF THE OTHER PARTY MATERIALLY FAILS TO PERFORM IN THE MANNER STATED IN THIS MSA. TERMINATION SHALL BE EFFECTED AS FOLLOWS: (1) A "NOTICE TO CURE" IDENTIFYING THE ACT(S) OF DEFAULT SHALL BE DELIVERED TO THE DEFAULTING PARTY. THE DEFAULTING PARTY SHALL HAVE THIRTY (30) DAYS FROM THE DATE OF RECEIPT TO CURE THE DEFAULT OR PROVIDE THE OTHER PARTY WITH A DETAILED WRITTEN PLAN FOR REVIEW AND ACCEPTANCE THAT INDICATES THE SCHEDULE AND PROPOSED PLAN TO CURE THE DEFAULT. (2) IF THE DEFAULTING PARTY HAS NOT CURED THE DEFAULT OR THE PLAN TO CURE THE DEFAULT IS NOT ACCEPTABLE TO THE OTHER PARTY, OR THE DEFAULTING PARTY FAILS TO PERFORM AN ACCEPTED PLAN TO CURE, THE OTHER PARTY MAY TERMINATE THE MSA BY DELIVERING A "NOTICE OF TERMINATION" BY CERTIFIED OR REGISTERED FIRST CLASS MAIL IDENTIFYING THE EFFECTIVE DATE OF TERMINATION.

In addition, if the termination results from acts or omissions by the Customer, including but not limited to, failure to pay amounts due, the Customer shall, and no later than five (5) business Days, pay all amounts due to the County.

3.3. TERMINATION FOR NONAPPROPRIATION

IF EXPECTED OR ACTUAL FUNDING IS WITHDRAWN, REDUCED OR LIMITED IN ANY WAY PRIOR TO THE END DATE OF THIS MSA, OR IN ANY CONTRACT

AMENDMENT HERETO, EITHER PARTY MAY, UPON WRITTEN NOTICE TO THE OTHER PARTY, TERMINATE THIS MSA IN WHOLE OR IN PART.

If the MSA is terminated pursuant to this paragraph 3.3, (a) the Customer will be liable only for payment in accordance with the terms of this MSA for services rendered by the County prior to the effective date of termination; and (b) the County shall be released from any and all obligations.

Notwithstanding any provision to the contrary, the funding under this MSA beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the services described in this MSA. Should such appropriation not be approved, this MSA shall terminate at the close of the current appropriation year.

4. NOTICES

Any notice provided by one Party to the other Party, pursuant to Exhibit A, Key Persons of the Customer Services Contract ("CSC"), shall be in writing; email is an acceptable communication format. The effective date of a notice is the date on which one Party receives the notice from the other Party.

Notice under Section 3 Termination, shall be sent to the Contract Manager as identified in the CSC, Exhibit A- Key Persons. For all other matters, notice shall be sent to the applicable Key Person(s) as identified in the CSC.

5. FEES AND PAYMENT PROCEDURES

5.1. FEES

Customer's relevant Radio Services and their current costs are documented in Table B of the CSC.

5.2. INVOICING AND PAYMENT

RS Charges will be invoiced upon completion, or on a monthly basis for any recurring/ ongoing service charges.

Payment is due within thirty (30) Days of receipt of invoice. Thereafter, interest will be charged as allowable by law but in no event shall there be more than one (1) percent per Month on the balance due.

6. INSURANCE

During the term of the CSC both Parties shall maintain Commercial General Liability Insurance with limits of not less than \$1 million combined single limit per occurrence, \$2 million aggregate. Such coverage shall include Stop Gap/Employers Liability coverage in the amount of \$ 1,000,000. The above policies shall cover or be endorsed to cover the other Party, its officers, officials, employees and agents as an additional insured to include but not be limited to ongoing operations and product-completed operations. If either Party is a municipal corporation or an agency of the state of Washington and is self-insured or a member of the Washington Cities Insurance Authority for any of the above insurance requirements, a certificate of self-insurance or a letter of coverage shall be attached to the

CSC and be incorporated by reference and shall constitute compliance with this section. Customer acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, the County does not have the ability to name Customer as an additional insured. By requiring such minimum insurance, neither Party shall be deemed or construed to have assessed the risks that may be applicable to the other Party under this Contract. Each Party shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

7. INDEMNIFICATION

Each Party shall protect, defend, indemnify, and save harmless the other Party, its officers, employees, and agents from and against any and all costs, claims, judgments, and/or awards of damages, for injuries to persons and/or damage to tangible property, arising out of or in any way resulting from each Party's own negligent acts or omissions associated with the RS provided under this MSA to the extent each Party is liable for such acts or omissions. In the event any such liability arises from the concurrent negligence of the indemnifying Party and the other Party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying Party and its actors. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. In the event the indemnified Party incurs any costs including attorney fees to enforce the provisions of this paragraph, all such costs and fees shall be recoverable from the indemnitor.

7.1. CUSTOMER INDEMNIFICATION

Customer agrees to defend, indemnify and hold harmless the County, its officials, employees, agents and assigns, from and against any and all third-party claims, damages, liabilities, losses, judgments, costs, and attorneys' fees arising directly or indirectly out of, or relating to Customer's use of the services provided under this Contract. Customer agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Customer will have the right, in its absolute discretion and at its sole cost, to employ attorneys of its own choice and to institute or defend any claim for which County has a right to be indemnified. Customer agrees to indemnify, defend and hold harmless the County, its officials, employees, agents and assigns from and against any claim arising from their use of data center services, or services provided under this Appendix of the Contract.

7.2. LIMITATION OF LIABILITY

Limitation of Liability and Damages; Exclusion of Damages. Notwithstanding the above paragraph in Section 7 Indemnity, all liability, claims, loss or damage arising out of Customer's use of RS provided under this Contract is at the sole risk of the Customer.. IN NO EVENT WILL COUNTY BE LIABLE HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SALES OR ANTICIPATED ORDERS, OR DAMAGES FOR LOSS OF GOODWILL, LOSS OF DATA, EVEN IF COUNTY WAS INFORMED OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. THE AGGREGATE LIABILITY OF THE COUNTY AS STATED HEREIN, WILL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO THE COUNTY DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE LAST EVENT FOR WHICH DAMAGES ARE CLAIMED.

THIS LIMITATION SHALL NOT APPLY TO CLAIMS FOR DAMAGE TO PROPERTY AND/OR BODILY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COUNTY.

7.3. WARRANTY DISCLAIMER BY THE COUNTY

EXCEPT AS PROVIDED IN THIS MSA, THE RS OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT IS PROVIDED BY COUNTY "AS IS," "AS AVAILABLE" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, OR REPRESENTATIONS WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY WARRANTIES OR REPRESENTATIONS MADE BY THE COUNTY IN ENTERING INTO THIS CONTRACT. ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING THE SERVICES OR GOODS, INCLUDING WITHOUT LIMITATION THE CONDITION, QUALITY, FUNCTIONALITY, PERFORMANCE OR FREEDOM FROM ERROR OF THE RS OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NO ADVICE OR INFORMATION GIVEN BY THE COUNTY, ITS AFFILIATES, ITS LICENSORS, ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY OF ANY KIND. THE COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE RS SERVICE OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT WILL BE UNINTERRUPTED, ERROR FREE, OR COMPLETELY SECURE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY MATERIALS, INCLUDING CUSTOMER'S MATERIALS OR THE THIRD-PARTY MATERIALS, WILL BE SECURE OR NOT OTHERWISE BE LOST OR DAMAGED. CUSTOMER'S USE OF ITS RADIO EQUIPMENT AND THE RS IS SOLELY AT ITS OWN RISK.

7.4. CUSTOMER WARRANTIES

7.4.1. CUSTOMER WARRANTS AND REPRESENTS THAT ITS RADIO EQUIPMENT WILL CONFORM TO ALL RULES AND REGULATIONS UNDER FCC PART 90.

7.4.2. CUSTOMER WARRANTS AND REPRESENTS THAT (A) IT OWNS ALL RIGHT, TITLE, AND INTEREST IN AND USAGE OF ITS RADIO EQUIPMENT AND ITS OPERATION THEREOF (B) CUSTOMER'S MATERIALS (INCLUDING THE USE,

DEVELOPMENT, DESIGN, PRODUCTION OF ITS MATERIALS) OR THE COMBINATION OF CUSTOMER'S MATERIALS WITH OTHER APPLICATIONS, CONTENT OR PROCESSES, DO NOT AND WILL NOT VIOLATE ANY APPLICABLE LAWS OR INFRINGE OR MISAPPROPRIATE ANY THIRD-PARTY RIGHTS; AND (C) CUSTOMER'S USE OF ITS RADIO EQUIPMENT AND CONSUMPTION OF RS PROVIDED UNDER THIS MSA WILL NOT CAUSE HARM TO OTHER PSERN RADIO EQUIPMENT OR THE RS PROVIDED UNDER THIS MSA BY THE COUNTY.

7.5. SURVIVAL

The provisions of this section shall survive the expiration or termination of this MSA and/or CSC. All representations, warranties, indemnities, and covenants contained in this MSA, which by their nature would continue beyond the termination or expiration of the MSA, shall continue in full force and effect, and shall survive notwithstanding the full payments due hereunder.

8. FORCE MAJEURE

The term "force majeure" means: (a) an event that is unforeseeable at the time of MSA execution, (b) that is not within a Party's reasonable control, and (c) that causes an inability to perform or comply, in whole or in part, with any obligation or condition of this MSA. Upon giving prompt notice and full particulars to the other Party, such obligations or condition shall be suspended but only for the time and to the extent necessary to restore normal operations. So long as (a)-(c) are satisfied, a force majeure event may include, without limitation, acts of nature, acts of civil or military authorities, terrorism, fire, strikes, and other industrial, civil or public disturbances, epidemic, and quarantine.

9. SEVERABILITY

Whenever possible, each provision of this MSA will be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable, and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of this MSA and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality or enforceability of any other provision of this MSA, which will remain valid and binding.

10. NONDISCRIMINATION

10.1. THE CUSTOMER MUST COMPLY WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS PROHIBITING DISCRIMINATION, INCLUDING WITHOUT LIMITATION, LAWS AND REGULATIONS PROHIBITING DISCRIMINATION IN THE PROVISION OF SERVICES OR EMPLOYMENT UNDER THIS MSA. THESE LAWS INCLUDE, BUT ARE NOT LIMITED TO, TITLES VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, THE AMERICAN WITH DISABILITIES ACT, AND THE RESTORATION ACT OF 1987, COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED (SECTION 504), AND THE AMERICAN WITH DISABILITIES ACT OF 1990, AS AMENDED

(ADA), CHAPTER 49.60 OF THE REVISED CODE OF WASHINGTON, AS AMENDED, AND CHAPTERS 12.16 AND 12.18 OF THE KING COUNTY CODE, AS AMENDED. IF THE CUSTOMER ENGAGES IN UNFAIR EMPLOYMENT PRACTICES AS DEFINED IN KING COUNTY CODE CHAPTER 12.18, AS AMENDED, THE REMEDIES SET FORTH IN THAT CHAPTER, AS AMENDED, SHALL APPLY.

10.2. THE CUSTOMER IS SPECIFICALLY PROHIBITED FROM DISCRIMINATING OR TAKING ANY RETALIATORY ACTION AGAINST A PERSON BECAUSE OF THAT PERSON'S EXERCISE OF ANY RIGHT S\HE MAY HAVE UNDER FEDERAL, STATE, OR LOCAL LAW, NOR MAY THE CUSTOMER REQUIRE A PERSON TO WAIVE SUCH RIGHTS AS A CONDITION OF RECEIVING SERVICE.

10.3. THE CUSTOMER IS SPECIFICALLY PROHIBITED FROM DENYING ACCESS OR LEVYING DIFFERENT RATES AND CHARGES ON ANY INDIVIDUAL OR GROUP BECAUSE OF THE INCOME OF THE RESIDENTS OF THE LOCAL AREA IN WHICH SUCH GROUP RESIDES.

10.4. THE CUSTOMER SHALL NOT DISCRIMINATE IN ITS RATES OR CHARGES OR FROM GRANTING UNDUE PREFERENCES TO ANY INDIVIDUAL OR GROUP.

10.5. DURING THE PERFORMANCE OF THIS MSA, THE CUSTOMER SHALL NOT DISCRIMINATE ON THE BASIS OF AGE, ANCESTRY, CREED, COLOR, MARITAL STATUS, NATIONAL ORIGIN, RACE, RELIGION, SEX, SEXUAL ORIENTATION, OR PRESENCE OF ANY MENTAL, PHYSICAL OR SENSORY HANDICAP AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT, UNLESS BASED ON A BONA FIDE OCCUPATIONAL QUALIFICATION, OR IN THE ADMINISTRATION OR DELIVERY OF SERVICES OR ANY OTHER BENEFIT UNDER THIS MSA.

10.6. DURING THE TERM OF THIS MSA, THE CUSTOMER SHALL NOT CREATE BARRIERS TO OPEN AND FAIR OPPORTUNITIES TO PARTICIPATE IN THE USE OF THESE SERVICES AND SHALL NOT DISCRIMINATE AGAINST ANY PERSON ON THE BASIS OF RACE, COLOR, CREED, RELIGION, SEX, AGE, NATIONALITY, MARITAL STATUS, SEXUAL ORIENTATION, OR THE PRESENCE OF ANY MENTAL OR PHYSICAL DISABILITY IN AN OTHERWISE QUALIFIED DISABLED PERSON.

10.7. ANY VIOLATION OF THE MANDATORY REQUIREMENTS OF THE PROVISIONS OF THIS SECTION SHALL BE A MATERIAL BREACH OF THIS MSA FOR WHICH THE CUSTOMER MAY BE SUBJECT TO DAMAGES AND SANCTIONS PROVIDED FOR BY MSA AND BY APPLICABLE LAW.

11. APPLICABLE LAW AND FORUM

This MSA shall be governed by and construed according to the laws of the State of Washington. Any suit arising between the Parties shall be brought in King County Superior Court, which shall have sole and exclusive jurisdiction and venue.

11.1. DISPUTE RESOLUTION

In the event that a dispute arises between the Parties which cannot be resolved in the normal course, the following dispute resolution procedures shall be followed as a condition precedent to litigation:

If a dispute arises, then (i) within ten (10) business days of a written request by either Party, County's RS Manager and Customer's Primary Contact shall meet to resolve the issue; if these Parties cannot resolve the issue within ten (10) business days of the meeting, then (ii) the issue shall be submitted to each Party's designated Manager, Director or equivalent; if these Parties cannot resolve the issue within fifteen (15) business days of submission to them, then (iii) the issue shall be submitted for resolution to the King County Chief Information Officer and Customer's Executive Sponsor or equivalent. If within ten (10) business days the Chief Information Officer's cannot resolve the issue, then the Parties may seek to resolve through alternative dispute resolution as detailed in section 11.2 or other remedies available by law.

11.2. MEDIATION

If a dispute arises between the Parties that is not resolved through the procedure in Section 11.1, the Parties may, upon mutual agreement, seek to resolve the dispute by mediation or other agreed form of alternative dispute resolution.

12. SUBCONTRACTING

The County may subcontract for some or all of the RS covered by this MSA.

13. NONWAIVER OF BREACH

No action or failure to act by either Party shall constitute a waiver of any right or duty afforded to the other under this MSA; nor shall any such action or failure to act by either Party constitute an approval of or acquiescence in any breach, except as may be specifically stated by the non-breaching party in writing.

NOTHING HEREIN SHALL LIMIT, WAIVE, OR EXTINGUISH ANY RIGHT OR REMEDY PROVIDED BY THIS MSA OR LAW THAT EITHER PARTY MAY HAVE IN THE EVENT THAT THE OBLIGATIONS, TERMS AND CONDITIONS SET FORTH IN THIS MSA ARE BREACHED BY THE OTHER PARTY.

14. NO THIRD PARTY MSA

This Contract is not intended, nor shall it be construed to create a contractual relationship of any kind between any persons or entities other than the County and Customer.

15. TAXES

The Customer shall maintain and be liable for payment of all applicable taxes, fees, licenses permits and costs as may be required by applicable federal, State or local laws and regulations as may be required to provide the work under this MSA.

16. RADIO SERVICES TERMS

16.1. USE OF RS

Use of the RS is intended for provision solely to FCC Part 90 eligible Customers. By entering into this MSA, Customer represents and warrants to be FCC Part 90 eligible and to be using the RS in compliance with all FCC Part 90 rules, regulations and policies.

16.2. RS TO BE PROVIDED

The specific RS purchased by Customer under this MSA are listed in the CSC and further defined in Appenidx B – Service Offerings.

16.3. TIME AND PLACE OF RS

16.3.1. Mobile

For Maintenance work on Radio Equipment being performed at the Customer's Site(s), listed on the CSC, Customer shall furnish heat, light, and power at these locations.

16.3.2. Preventative Maintenance

For standard preventative maintenance, Customer shall have Radios delivered to the County's location listed on the CSC.

16.4. EXCLUSIONS

RS excludes provision of the following: optional accessories; iDEN accessories; iDEN mobile microphones; Bluetooth accessories; and portable antennas.

Maintenance does not include the repair or replacement of equipment which has otherwise become defective, including, but not limited to, damage caused by accidents, physical abuse or misuse of the equipment, acts of God, fires, and does not include extensive maintenance or replacement of equipment due to interference, intermodulation, or other degrading signals causing poor service that the equipment is not designed to reject. Prior to the start of the CSC, the Customer is responsible for identifying equipment that is defective, broken, inoperable or physically damaged. Repairing this equipment to operational condition will be performed on a time and materials basis, at the rates indicated on the CSC. Furthermore, equipment that is documented as "end of life" by a manufacturer cannot be added to the RS, and the County will seek to repair and maintain such equipment on a time and materials basis, at the rates indicated on the CSC.

16.5. SERVICE LEVELS

The Customer shall notify the County in the event of failure of equipment as a result of an RS being performed within the past 30 days. If County fails to repair the equipment within thirty (30) business days, the Customer shall notify County in writing.

16.6. MAINTENANCE STANDARDS

The equipment will be maintained by the County in accordance with these standards: (I) Manufacturer parts or parts of equal quality will be used; (II) oil, water, dust and foreign substances will be removed from the equipment; (III) the equipment will be maintained at the levels necessary to provide the required communication; (IV) manufacturer routine maintenance procedures will be followed; and (V) all maintenance work will be performed by qualified and certified technicians.

16.7. CUSTOMER OBLIGATIONS

The Customer agrees it will complete the items listed below throughout the MSA at no cost to the County. Failure to do so shall be grounds for, and may result in the termination of, the RS and or CSC, or delays in the County's provision of RS.

16.7.1. CUSTOMER TO PROVIDE THE COUNTY WITH ANY CONTACT PERSON CHANGES WITHIN FIVE (5) DAYS OF THE STAFF CHANGE. FAILURE TO KEEP THE CONTACT INFORMATION CURRENT MAY RESULT IN DELAYS IN PROCESSING OF SERVICE REQUESTS.

16.7.2. CUSTOMER TO SUPPLY THE COUNTY WITH COMPLETE AND ACCURATE SERIAL NUMBERS AND MODEL DESCRIPTION OF ITS RADIO EQUIPMENT.

16.7.3. IF DESIRED, CUSTOMER TO SUPPLY THE COUNTY WITH A BACKUP PROGRAMMING TEMPLATE, UTILIZED FOR RETURNING THE EQUIPMENT TO ORIGINAL OPERATING PARAMETERS. BACKUP PROGRAMMING TEMPLATE MUST BE PROVIDED FOR EQUIPMENT THAT HAS BEEN PROVIDED TO RCS DUE TO ITS **FAILURE TO POWER UP.**

16.7.4. IF APPLICABLE, CUSTOMER TO RECORD THE CURRENT FLASHCODE FOR EACH RADIO. IF COUNTY MUST UTILIZE A GENERIC TEMPLATE OR CODE PLUG TO RESTORE EQUIPMENT TO ORIGINAL OPERATING CONDITION, CUSTOMER IS RESPONSIBLE FOR ANY PROGRAMMING REQUIRED TO RESTORE EQUIPMENT TO DESIRED PARAMETERS. STANDARD RADIO PROGRAMMING CHARGES WILL APPLY.

16.7.5. CUSTOMER TO POSSESS **THE NECESSARY LICENSE AND AUTHORIZATIONS REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC).**

16.7.6. CUSTOMER TO VALIDATE NUMBER OF RADIOS PROVIDED TO THE COUNTY FOR SERVICE MATCHES WHAT IS LISTED ON THE CSC. THE COUNTY SHALL BILL CUSTOMER FOR THE NUMBER OF RADIOS LISTED ON THE CSC, EVEN IN THE EVENT THE CUSTOMER PROVIDES A QUANTITY LESS THAN THAT INDICATED. IF CUSTOMER PROVIDES QUANTITY GREATER THAN THAT INDICATED ON DATE OF SERVICE, COUNTY WILL ADD THEM TO THE CUSTOMER'S **CSC BUT HAS THE OPTION TO SCHEDULE THEIR SERVICE FOR A LATER DATE.**

16.7.7. RESPONSIBLE FOR COORDINATING AND PAYING ALL INBOUND AND OUTBOUND FREIGHT CHARGES AND SHIPPING INSURANCE FOR REPLACEMENT OF RADIOS BEING DELIVERED TO THE COUNTY.

16.7.7.1. PROVIDE RETURN SHIPPING LABELS FOR ALL RADIO **SHIPMENTS BE DELIVERED TO THE COUNTY.**

16.7.7.2. OBTAIN SHIPPING INSURANCE APPROPRIATE TO COVER THE REPLACEMENT OF ALL RADIOS BEING DELIVERED TO OR FROM THE COUNTY.

16.7.8. FOR ON-SITE RS, PROVIDE THE COUNTY WITH A SUITABLE WORK ENVIRONMENT TO PERFORM THE RS, INCLUDING VEHICLE PARKING, ACCESS TO POWER, AND TIMELY ACCESS TO ALL EQUIPMENT.

EXHIBIT A – DEFINITIONS

Customer

City, county, regional, state, special district, tribal and federal agencies, nonprofit corporations, private customers, and any other emergency radio customers, provided that such entities perform emergency response duties that contract and pay for County's RCS' Radio Services. See CSC for the specific Customer details and Site locations covered by this MSA.

Business Day

Monday through Friday, excluding King County holidays: New Year's Day (observed); Martin Luther King Day; Presidents' Day; Memorial Day; Juneteenth (observed); Fourth of July (observed); Labor Day; Indigenous Peoples' Day (observed); Veterans Day (observed); Thanksgiving and the following Friday (observed); Christmas Day (observed).

DAY

Calendar day.

Federal Communications Commission (FCC)

Federal government agency that regulates communications by radio.

FCC Part 90

<https://www.fcc.gov/document/part-90-commission-rules-and-policies>

Firmware Update

An addition or rewrite, by the manufacture, to the existing software embedded in the equipment and is required for it to operate properly at maximum efficiency.

KING COUNTY

King County, Washington. A political subdivision of the State of Washington, and its sub-contractors, where applicable.

MONTH

The period commencing on the first calendar day of a calendar month and ending on and including the last day of that calendar month.

Preventative Radio Maintenance

Tests, measures, adjustments and updates performed to ensure equipment operates as designed by the manufacturers and complies with regulatory requirements.

PSERN

The Puget Sound Emergency Radio Network (PSERN) is a voter-approved emergency radio system used for dispatching and communications between fire, law enforcement, and other agencies in King County, Washington. It is a simulcast 800MHz trunked radio system, utilizing P25 Phase II digital technology to broadcast via sixty-one (61) radio sites between over eighteen thousand (18,000) portable (hand-held), mobile (vehicle), and control station (desktop) radios, as well as dispatch center consoles, within the service area.

Radio Break/Fix Service

Services performed to restore inoperable or malfunctioning Radio Equipment to normal operation.

Radio Communications Services (RCS)

King County department that provides Radio Services.

Radio Depot Repair Processing

The administrative and technical activities necessary to receive, analyze, repair, ship and return to service, any Radio Equipment that is under manufacture warranty or requires repair that can only be provided by the manufacturer's repair depot. The reprogramming of Radio Equipment to initial operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup source. If the Customer template or code plug is not usable, a generic template or code plug utilizing the latest version for that equipment will be used. If a generic template or code plug is utilized, this will require the additional programming by the Customer to restore the original template. All Firmware is upgraded to the latest release for each individual product line.

Radio Parts and Accessories

Any item that is not integral to the radio itself and includes, but is not limited to; buttons, knobs, antennae, speaker mics, Bluetooth devices, and batteries.

Radio Equipment

Any Customer mobile (vehicular), portable (handheld), control station or console radio, equipment, or relevant component thereof, capable of communication by means of the emission and/or reception of radio waves utilizing the spectrum allocated to radio communication used for public safety, government, emergency, schools, hospitals, or any FCC Part 90 eligible agency.

Radio Procurement

Any purchases for FCC licensed radio communications device(s), Radio Parts and Accessories, on behalf of Customer by RCS.

Radio Services or RS

Services provided by RCS' Radio Shop include, but are not limited to, preventative maintenance, repair, programming, depot processing, parts and accessories sales, radio and public safety mobile installations, and other related goods and services.

Radio Template

The software a radio operator interfaces with to operate the radio on the authorized radio network.

Radio Template Installation

Installation activity to apply the Radio Template, designed by the radio network service provider, to the Customer's Radios.

Services

All services and professional offerings, other than RS, provided by King County under a CSC pursuant to this MSA.

SITE

A single building or location. Each Site is counted as a unit for purposes of the Customer's use charge.

Customer Radio(s)

Customer Radio Equipment listed in CSC.

EXHIBIT B RADIO SERVICES OFFERINGS

THE FOLLOWING IS A LIST OF CURRENT RADIO SERVICES OFFERINGS.

1. **Preventative Radio Maintenance**

This service provides a once year Preventative Radio Maintenance and installation of any Firmware Update(s). Any additional work needed would need to be scheduled and billed on a time-available basis.

2. **Mobile Service**

RCS technician deployed to the Customer's Site to perform the services as stated in the CSC, and for the quantity of radios listed. Roundtrip travel time from RCS location to Customer Site is calculated on a time basis, with a minimum increment of 0.5 hrs. Travel time incurred may include multiple trips depending on the number of radios being serviced.

3. **Radio Break/Fix Repair**

Any radio repair not covered by any current manufacturer warranty performed by RCS.

4. **Radio Template Installation**

Programing of 's Radio with the corresponding Customer Radio Template performed by RCS.

5. **Radio Depot Repair Processing**

The reprogramming of Radio to original operating parameters based on the Customer's Radio Template, if retrievable, or from a Customer supplied backup diskette. If the Customer's Radio Template or code plug is not usable, then a generic Radio Template or code plug, utilizing the latest version will be utilized and the Radio will require additional programming by the Customer to restore it to the Customer's Radio Template. Firmware upgrades for the applicable equipment product line will be installed per the latest manufacture release.

6. **Radio Procurement**

Procurement services for any Radio, Parts and Accessories, performed by RCS on behalf of the ; and shall be billed on a Time and Materials Basis.

7. **Radio Installations**

This service includes the installation of radios, associated accessories and related equipment into motorized vehicles of any type. The installation may include additional equipment such as light bars, sirens/siren control units, center consoles, laptop stands, camera systems, data systems, RADAR and other similar equipment.

8. **Radio Parts Sales**

RCS maintains for sale on-hand stock for Customer radio accessories such as batteries, antennas, remote speaker microphones, Bluetooth headsets, belt clips and similar accessories.

Appendix 1

RCS Time and Material Service Rates—2025	
Description	Rate
Radio Installation Rate	\$153.00 / hour
Radio Maintenance and Repair Rate	\$177.00 / hour