

INTERAGENCY AGREEMENT  
BETWEEN

STATE OF WASHINGTON  
WASHINGTON STATE PATROL

AND

WASHINGTON STATE UNIVERSITY

THIS AGREEMENT is made and entered into by and between the Washington State Patrol (hereinafter referred to as WSP) and the Washington State University, by and through The Edward R. Murrow College of Communication (hereinafter referred to as WSU).

IT IS THEREFORE, MUTUALLY AGREED THAT:

WSP, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to WSU the following:

A nonexclusive right to occupy and use the WSP owned antenna tower located in Lind Washington in the Northwest quarter of the Northwest quarter of Section 9, Township 16 North, Range 34 East W.M. Adams County, Washington State, see attached Exhibit A "Legal Description", which said land is owned by Gale and Irma Gfeller of 616 East 3<sup>rd</sup>, Lind, Washington. WSU acknowledges that they have been granted a separate easement agreement from Garry D. and Lisa S. Gfeller to access this described parcel for ingress and egress to and from said tract and the County road.

TERM: The term of the Agreement shall commence on July 1, 2013 and shall terminate on June 30, 2018. This Agreement may be renegotiated between WSP and WSU for additional five (5) year terms until terminated and be in accordance with the termination provision below.

PERMITTED USE: Space on the WSP owned tower to install, maintain, repair and operate electronic equipment as described in attached "Technical Data Sheet", see attached Exhibit C. Installation is to be coordinated with the WSP Electronic Service Division and Property Management Division. No additional equipment is to be installed without prior review and written approval by WSP and the landowners, Gale and Irma Gfeller. During the period of performance of this lease, the Lessee shall maintain a separate Access Road Agreement for road use access to and from the Site with, Garry D. and Lisa S. Gfeller.

WSU shall adhere to minimum site engineering standards, all applicable laws and regulations and shall not cause interference with any other electronic transmitting or receiving equipment, see attached Exhibit D.

**CONSIDERATION:** WSU shall pay to WSP tower rent. Annual rent shall be at the following rate: Five Thousand Two Hundred and Thirty Three Dollars and Forty One Cents (\$5,233.41) per year in arrears, subject to a 4% annual rent adjustment the first rent payment is due within 30 days of June 30, 2014. Payment shall be made upon submission of properly executed vouchers. Annual tower Rents are listed as follows:

FISCAL YR	PAYMENT	PERIOD	DUE	AMT DUE	INCREASE 4%	TOTAL DUE
FY 2014	7/1/2013	6/30/2014	6/30/2014	\$5,233.41		\$5,233.41
FY 2015	7/1/2014	6/30/2015	6/30/2015	\$5,233.41	\$209.34	\$5,442.75
FY 2016	7/1/2015	6/30/2016	6/30/2016	\$5,442.75	\$217.71	\$5,660.46
FY 2017	7/1/2016	6/30/2017	6/30/2017	\$5,660.46	\$226.42	\$5,886.88
FY 2018	7/1/2017	6/30/2018	6/30/2018	\$5,886.88	\$235.48	\$6,122.36
					TERM TOTAL	\$28,345.85

**TERMINATION:** This agreement may be terminated by either party by giving written notice to the other party thirty (30) days prior to the effective date of termination.

**HOLD HARMLESS:** It is understood that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. Each party hereto agrees to be responsible and assumes liability for its own acts or omissions, or those of its officers, agents, or employees in the performance of this Agreement, to the fullest extent permitted by law, and agree to save, indemnify, defend, or hold the other party harmless from any such liability. In the case of negligence of both WSP and WSU, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

**HAZARDOUS SUBSTANCES:** WSP warrants no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject the owner or user to any damages, penalty or liability under an applicable local, state or federal law or regulation. WSP shall indemnify and hold harmless WSU with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by WSU.

NOTICES: Wherever in this Agreement written notices are to be given or made, they will be sent by certified mail addressed to the parties at the address listed below unless a different address shall be designated in writing and delivered to the other party.

For WSU:

Murrow Public Media  
Attn: Marvin Marcelo, General Manager  
PO Box 642530  
Pullman, WA 99164-2530

For WSP:

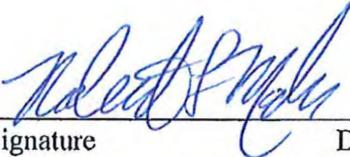
WASHINGTON STATE PATROL  
Budget and Fiscal Services  
PO Box 42602  
210-11<sup>th</sup> Ave SW, Room 116  
Olympia, WA 98504-2602

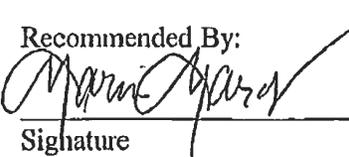
ALL WRITINGS CONTAINED HEREIN: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON  
WASHINGTON STATE PATROL

STATE OF WASHINGTON  
WASHINGTON STATE UNIVERSITY

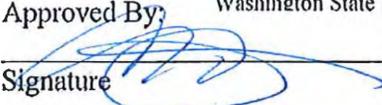
 3/22/13  
\_\_\_\_\_  
Signature Date

Recommended By:  
 3/18/13  
\_\_\_\_\_  
Signature Date

ROBERT MAKL, CEO  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

APPROVED BY SHELLEY WILLIAMS  
AS TO FORM JUNE 21, 2012  
ASSISTANT ATTORNEY GENERAL  
STATE OF WASHINGTON

Approved By:  
Amanda N. Owen  
Contracts Manager  
Washington State University  
 3/18/13  
\_\_\_\_\_  
Signature Date

WASHINGTON STATE PATROL ACKNOWLEDGMENT

STATE OF WASHINGTON)

County of Thurston ): ss  
)

On this 22<sup>nd</sup> day of March, 2013, before me personally appeared Robert L. Maki, know to me as the CEO of the Washington State Patrol, and executed the foregoing instruments, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal hereto affixed the day and year last above written.

Notary Seal



Cindy L. Haider  
Notary Public in and for the State of Washington, residing at  
Olympia, Thurston County

Cindy L. Haider  
Printed Name of Notary Public

My Appointment Expires July 29, 2014

WSU ACKNOWLEDGMENT

State of Washington )  
 ) ss.  
County of Whitman )

I certify that I know or have satisfactory evidence that Amanda N. Owen is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as the **Contracts Manager, Office of Business and Finance** of **WASHINGTON STATE UNIVERSITY** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 18<sup>th</sup> day of March, 2013



Heather Davison

Printed Name: HEATHER DAVISON

Notary Public in and for the state of Washington

My appointment expires: 09/01/2016

EXHIBIT A  
LEGAL DESCRIPTION

Northwest quarter of the Northwest quarter of Section 9, Township 16 North, Range 34 East W.M. Adams County, Washington State ("Premises"). The legal description of the site is as follows:

Beginning at a point located in the Northwest quarter of the Northwest quarter of Section 9, said point bears South 5 56' East, a distance of 6070.8 feet from the Northwest corner of Section 4, Township 16 North, Range 34 East, W.M.;

Thence North 46 12' East a distance of 100 feet, thence North 39 15' East a distance of 231.5 feet to the center point of said one (1) acre of land. Said tract of land contains approximately one (1) acre being approximately 208.6 feet on each side, situated equally about the center point.

EXHIBIT B  
LIND SITE PLAN

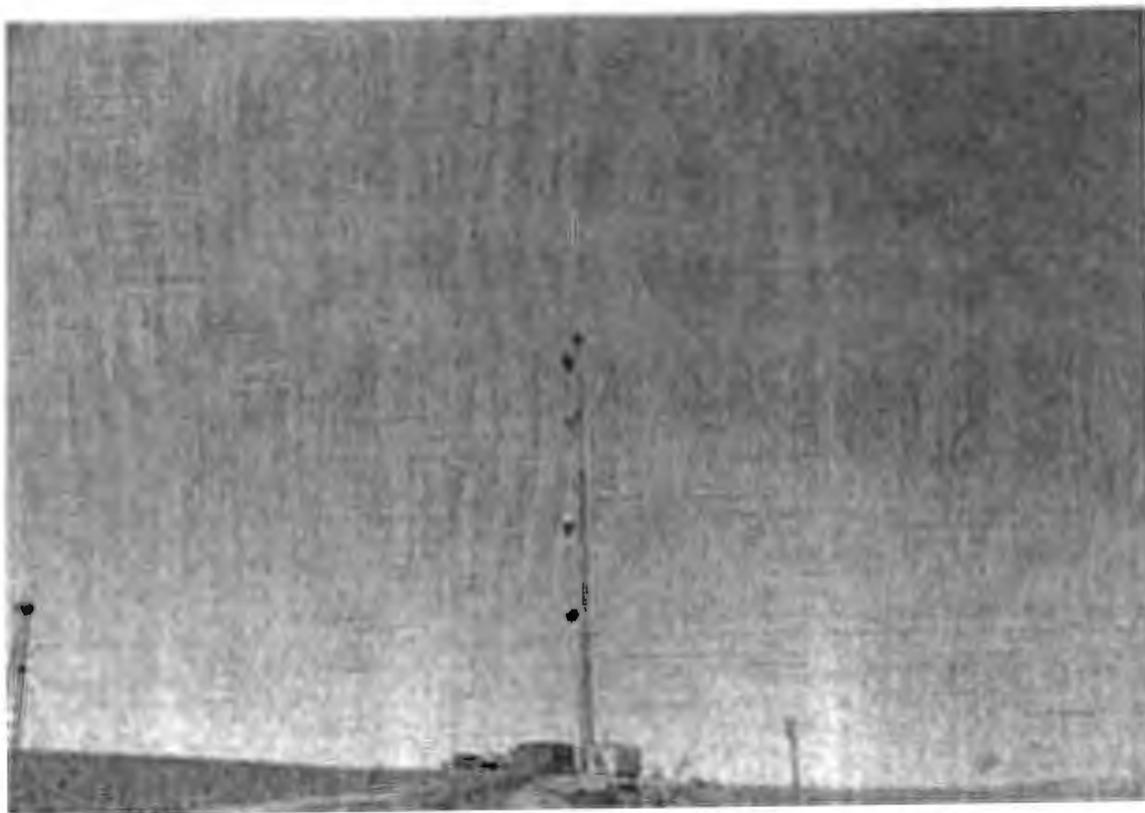




EXHIBIT C 1  
TECHNICAL DATA SHEET

<b>1. Lessee Information:</b>		<b>2. Chief Engineer or Service Provider Info:</b>	
Lessee Name: Washington State University	Phone: 509-335-1557	Name: Don Peters	Phone: (509) 335-6525
Address: Administrative Services, PO Box 642530	City, State, Zip: Pullman, WA 99164-2530	Address: Murrow College PO Box 642530	City, State, Zip: Pullman, WA 99164-2530
		Emergency Phone: (509) 335-6527	

<b>3. Premises Information:</b>	
Site Name: Lind Washington	
WSP Lease Number: C130136GSC	
Location at site: Lind (Site or building name): WSU building	
Latitude and Longitude: (at center of tower) 46-53-49.0 N 118-33-51.0 W	<input type="checkbox"/> NAD27 or xx <input type="checkbox"/> NAD83
Elevation of site: (at center of tower)	564 meters

<b>4. Equipment</b>	
a. FCC/NTIA Call Sign	WHEH251
b. Date FCC License Issued:	09-17-2008
c. Equipment Manufacturer:	Harris Farinon
d. Model Number:	DVM 6-45
e. Class of Service (FCC Symbol):	FXO
f. Type of Emission (FCC Symbol):	10M0D7W
g. Effective Radiated Power (Watts)	67.4 dBm
h. Transmit output power (watts):	.1 watt
i. CTCSS control tone (Hz):	
j. Type of unit, i.e., microwave, cellular, paging, etc. (For cell, also fill out 9. a. below)	Microwave
k. Is power on continuously?	XX Yes <input type="checkbox"/> No
l. If amateur radio operator, is this unit:	<input type="checkbox"/> Voice <input type="checkbox"/> Packet

<b>5. Units (Transmitter only or Transmitter/Receiver):</b>		
<i>Complete for all leases</i>		
Transmit Freq. (MHZ)	Receive Freq. (MHZ)	Channels- please indicate number and type - analog, digital, etc)
6625	6860	Digital - Video
6585	6825	Digital - Video

6. Dish Antennas

Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width	Beam Path Length	Azimuth	Tilt
6'RADOME	SW LEG	160	1.3°	63 Miles	208.8°	n/a
8'RADOME	SW LEG	130	1.3°	63 Miles	208.8°	n/a
8'RADOME	SE LEG	75	1.3°	65.85 Miles	91.6	n/a
6'RADOME	SE LEG	55	1.3°	65.85 Miles	91.6	n/a

7. Pole (Stick) (or other type) Antennas

Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna

8. Name of Location beam goes to: 208° goes to Johnson Butte, WA. 91° goes to Kamiak Butte, WA.

9. Additional Information:

antenna \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9.a Circle all that apply for cellular technology:

AMPS	CDMA (IS-95A)	TDMA	GSM	iDEN	UTMS
	CDMA (IS-95B)	IS-54	GSM w/ AMR	1XRTT	EDGE
	CDMA2000 1X	IS-136	GSM FFR w/AMR	1xEV	GPRS
Other (please specify) _____					

10. Lease Summary Information:

Lease Number: C130136GSC

Total Square Feet of Floor Space used \_\_\_\_\_

Number of Subscribers \_\_\_\_\_ (for cable tv only)

**EXHIBIT C 2  
TECHNICAL DATA SHEET**

<b>1. Lessee Information:</b>		<b>2. Chief Engineer or Service Provider Info:</b>	
Lessee Name: Washington State University	Phone: 509-335-1557	Name: Don Peters	Phone: (509) 335-6525
Address: Administrative Services, PO Box 642530	City, State, Zip: Pullman, WA 99164-2530	Address: Murrow College PO Box 642530	City, State, Zip: Pullman, WA 99164-2530
		Emergency Phone: (509) 335-6527	
<b>3. Premises Information:</b>			
Site Name: Lind Washington			
WSP Lease Number: C130136GSC			
Location at site: Lind (Site or building name): WSU Building			
Latitude and Longitude: (at center of tower) 46-53-49.0 N 118-33-51.0 W		<input type="checkbox"/> NAD27 or <input type="checkbox"/> NAD83	
Elevation of site: (at center of tower)		564 meters	

**4. Equipment**

a. FCC/NTIA Call Sign	<u>WHEH251</u>
b. Date FCC License Issued:	09-14-2008
c. Equipment Manufacturer:	M/A-Com
d. Model Number:	MA 7J
e. Class of Service (FCC Symbol):	FXO
f. Type of Emission (FCC Symbol):	18M0F8W
g. Effective Radiated Power (Watts)	68.4 dBm
h. Transmit output power (watts):	1 watt
i. CTCSS control tone (Hz):	
j. Type of unit, i.e., microwave, cellular, paging, etc. (For cell, also fill out 9. a. below)	Microwave
k. Is power on continuously?	xx <input type="checkbox"/> Yes <input type="checkbox"/> No
l. If amateur radio operator, is this unit:	<input type="checkbox"/> Voice <input type="checkbox"/> Packet

**5. Units (Transmitter only or Transmitter/Receiver):**  
*Complete for all leases*

Transmit Freq. (MHZ)	Receive Freq. (MHZ)	Channels- please indicate number and type - analog, digital, etc)
6550	6740	Analog -- Video
6700	6860	Analog -- Video

6. Dish Antennas

Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width	Beam Path Length	Azimuth	Tilt
6'RADOME	SW LEG	160	1.3*	63 Miles	208.8*	n/a
8'RADOME	SW LEG	130	1.3*	63 Miles	208.8*	n/a
8'RADOME	SE LEG	75	1.3*	65.85 Miles	91.6	n/a
6'RADOME	SE LEG	55	1.3*	65.85 Miles	91.6	n/a

7. Pole (Stick) (or other type) Antennas

Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna

8. Name of Location beam goes to: 208\* goes to Johnson Butte, WA 91\* goes to Kamiak Butte, WA

9. Additional Information:

antenna

9.a Circle all that apply for cellular technology:

AMPS	CDMA (IS-95A)	TDMA	GSM	iDEN	UTMS
	CDMA(IS- 95B)	IS-54	GSM w/ AMR	1XRTT	EDGE
	CDMA2000 1X	IS-136	GSM FFR w/AMR	1xEV	GPRS
Other (please specify)					

10. Lease Summary Information:

Lease Number: C130136GSC

Total Square Feet of Floor Space used

Number of Subscribers \_\_\_\_\_ (for cable tv only)

EXHIBIT D  
MINIMUM COMMUNICATION SITE STANDARDS

1. WSP retains the right to inspect Lessee's equipment with 21 calendar days advance written notice to ensure compliance with site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.
2. Each transmitter at the site will be identified with the WSP document number, name of a person or service agency responsible for repairs, their telephone number, equipment receive frequency, and equipment transmit/receive tone frequencies.
3. All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed only with the written approval of WSP.
  - a. Transmitters in the 29.8 to 54 MHz range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB of attenuation removed 1.0 MHz from the operating frequency.
  - b. Transmitters in the 66 to 88 MHz range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHz removed from the operating frequency.
  - c. Transmitters in the 88 to 108 MHz range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHz from the operating frequency.
  - d. Transmitters in the 88 to 108 MHz range operating at a power level above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHz from the operating frequency.
  - e. Transmitters in the 130 to 225 MHz range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency.
  - f. Transmitters in the 400 to 470 MHz range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 2.0 MHz removed from the operating frequency.

- g. Transmitters in the 806 to 990 MHz range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHz removed from the operating frequency and 40 dB of attenuation at 20 MHz. Where mixed services share a common site, series cavities need be incorporated.
4. Lessee shall comply with General Engineering Standards, including but not limited to the following:
- a. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such the first RF amplifier in a receiver, which can re-radiate causing interference.
  - b. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
  - c. Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.
  - d. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.
  - e. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.
  - f. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. All cables are to be grounded to the tower at the point where the cables leave the tower for the building entry.
  - g. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
  - h. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware

capable of rusting and dissimilar metals is prohibited. Transmission lines are to be insulated from metallic structures and objects. It is the duty of the installation personnel to prevent "diode junctions" from taking place.

- i. All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be vinyl coated.
- j. All equipment shall be licensed and operated in full accordance with all applicable rules and regulations of the regulating agency (FCC, NTIA). There shall be no modifications that violate "FCC Type Acceptance."
- k. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, gap and MOV and Silicone Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.
- l. Radios, equipment and batteries installed shall use support equipment that is braced, anchored and/or secured in a manner that prevents or reduces possible damage due to an earthquake.

5. Interference Policy Statement:

- a. In the event radio interference (RI) or physical interference occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. All equipment must be maintained in good working order and meet original manufacturers and FCC specification for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc., may be required to correct specific problems.
- b. Involved systems not in full compliance with these standards shall be required to comply immediately at their own expense.
- c. WSP has the right to require the offending transmitter owner/operator to finance the required corrections or equipment necessary to correct the problem. WSP at its option may allow the affected receiver owner/operator to provide the necessary equipment (if one so chooses) for installation by the offender without surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.

- d. The 2.0 GHZ band is being developed. It is unknown at this time what interference may be expected or caused and what products will be available for interference mitigation. Policies and standards will be developed as needed.
6. For equipment using unlicensed frequencies:
  - a. All equipment shall be compliant with all FCC rules and regulations.
  - b. State has the right to require Lessee to provide additional interference protection devices for existing and new site users to reduce interference and accommodate site growth.
  - c. State has the right to require Lessee to reposition antennas on towers, add equipment shielding and reduce effective radiated power to reduce interference and accommodate site growth.
7. Electrical Standards in State Facilities:
  - a. Only assigned electrical outlets shall be used.
  - b. Additions or modifications shall not be made to any electrical distribution system without first securing State's written permission.
  - c. Access to the panelboard is provided for the circuit breaker to the user's assigned outlets.
  - d. Equipment and units shall have internal fusing to protect the supply circuit.
  - e. Cord connections for equipment and units shall have a ground wire and the attachment plugs shall have a "U" slot ground to provide a continuous ground from equipment to distribution panel.
  - f. Equipment and units shall have their own surge protection.
8. These are minimum standards of good engineering practice in the operation and maintenance of communication sites. These standards will be revised as deemed necessary by WSP.
9. These Communication Site Facility Standards are developed in conjunction with the Western Washington Cooperative Interference Committee (WWCIC) and the Washington State Patrol, Radio Program.