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**RESOLUTION NO. 23-03**

**A RESOLUTION OF THE PSERN OPERATOR  
BOARD OF DIRECTORS APPROVING A FORM  
OF PUGET SOUND EMERGENCY RADIO  
NETWORK TRANSFER AGREEMENT AND  
MATTERS RELATED THERETO.**

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**WHEREAS**, King County (the “County”), certain cities and the Port of Seattle have, under various interlocal agreements, been responsible for the ownership, operation and maintenance of various elements in the current emergency communication system serving King County; and

**WHEREAS**, the County and cities identified in the interlocal agreement (the “Operation ILA”) to create the Puget Sound Emergency Radio Network Operator (the “PSERN Operator”) determined that it is in the public interest that a new public safety radio system be implemented to provide public safety agencies and other user groups in the region with improved coverage and capacity, as well as uniformly high-quality emergency radio communications, to be known as the Puget Sound Emergency Radio Network (“PSERN”); and

**WHEREAS**, the County is the lead agency responsible for planning, procuring, financing and implementing the new PSERN System; and

**WHEREAS**, ownership, operations, maintenance, and management of the PSERN System will be transferred to the PSERN Operator at the time and pursuant to the terms of the Operation ILA; and

**WHEREAS**, in order to carry out such transfer, the PSERN Operator and the County now desire to enter into an agreement pursuant to which the County will transfer its interest in the assets and liabilities that comprise the PSERN System, including but not limited to real and personal property interests and certain facilities, improvements, agreements, funding, documents, equipment, permits, licenses, and other related assets and liabilities, to the PSERN Operator, and the PSERN Operator will assume such assets and the obligation to operate, maintain and manage the PSERN System;

**NOW, THEREFORE, BE IT RESOLVED** by the PSERN Operator Board of Directors as follows:

**Section 1.** The Board hereby approves the Puget Sound Emergency Radio Network Transfer Agreement (the “Agreement”) substantially in the form attached hereto as Exhibit A

and incorporated herein by this reference. The Executive Director of the PSERN Operator is hereby authorized to negotiate the final terms of the Agreement, including the exhibits attached thereto, and to finalize the Agreement upon the terms and conditions that are in the best interest of the PSERN Operator. The Executive Director is further authorized to execute the Agreement on behalf of the PSERN Operator. All actions taken pursuant to the authorization provided for in this resolution are hereby ratified and confirmed.

**Section 2.** If any portion of this resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution.

**Section 3.** This resolution shall take effect immediately upon its passage.

**ADOPTED** at the regular meeting of the PSERN Operator Board of Directors, this 25 day of May 2023.

**PSERN OPERATOR  
KING COUNTY, WASHINGTON**

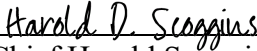
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\_\_\_\_\_  
Chief Harold Scoggins, Chair

Exhibit A  
Form of Transfer Agreement

(attached)

## **PUGET SOUND EMERGENCY RADIO NETWORK (PSERN) TRANSFER AGREEMENT**

This **PUGET SOUND EMERGENCY RADIO NETWORK TRANSFER AGREEMENT** (“**Agreement**”) is made and entered by and between **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (the “**County**”) and the **PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**, a governmental agency created pursuant to RCW 39.34.030(3)(b) and organized as a nonprofit corporation under chapter 24.06 RCW (the “**PSERN Operator**”). The County and the PSERN Operator are also referred to herein individually as a “**Party**” or collectively as “**Parties**.” This Agreement shall be effective as of the date it has been executed by both Parties (the “**Effective Date**”).

### **RECITALS**

A. The County, and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila (“**ILA Parties**”) along with the Port of Seattle, have under various interlocal agreements been responsible for the ownership, operation and maintenance of various elements in the current emergency communication system serving King County.

B. The ILA Parties determined that it is in the public interest that a new public safety radio system be implemented to provide public safety agencies and other user groups in the region with improved coverage and capacity, as well as uniformly high-quality emergency radio communications. The new system is known as the Puget Sound Emergency Radio Network (“**PSERN**” or “**PSERN System**”).

C. The costs of implementing PSERN are financed through a funding measure approved by voters in the April 2015 election.

D. In 2015, the ILA Parties executed an interlocal agreement designating the County as the lead agency for planning, procurement, financing and implementation of the PSERN System (the “**Implementation ILA**”).

E. As the PSERN lead agency, the County entered into King County Contract Number 5729347 with Motorola Solutions, Inc., for the design, development, implementation, testing, and on-going support, maintenance and upgrade of PSERN (the “**Motorola Contract**”).

F. In 2020, the ILA Parties executed a second interlocal agreement to create the PSERN Operator and to establish the terms for governance of the PSERN Operator and the terms under which the PSERN Operator will undertake the ownership, operations, maintenance, management and on-going upgrading/replacing of PSERN (the “**Operation ILA**”).

G. Upon and subject to the terms and conditions of this Agreement, the County intends to transfer to the PSERN Operator the County’s interest in the assets and liabilities that comprise the PSERN System, including but not limited to real and personal property interests and certain facilities, improvements, agreements, funding, documents, equipment, permits, licenses, and other related assets and liabilities (collectively, the “**PSERN Assets**”), and the

PSERN Operator intends to assure the Parties' goals of providing the region with improved coverage and capacity, as well as uniformly high-quality emergency radio communications, are met.

H. Chapter 39.33 RCW authorizes the Parties to sell, transfer, exchange, lease or otherwise dispose of any property, real or personal, or property rights, on such terms and conditions as may be mutually agreed upon between the Parties.

## **AGREEMENT**

Now, therefore, in consideration of the promises and mutual covenants contained herein, and other valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, and as provided for in the above-referenced recitals, which are made a part of this Agreement, the Parties hereto covenant and agree as follows:

### **ARTICLE 1 ASSIGNMENT, CONVEYANCE, AND TRANSFER OF PSERN ASSETS**

**1.0 DEFINITION OF PSERN ASSETS.** For purposes of this Agreement, "PSERN Assets" means all of the agreements, leases, subleases, permits, funds, physical assets, third-party subleases, licenses, and easements, documents, other equipment, liabilities, and other things addressed in Sections 1.1 through 1.7 inclusive.

**1.1 CONTRACTS TO BE ASSIGNED.** By assignment substantially in the form of **Exhibit A-1** attached hereto, the County shall assign to the PSERN Operator on the Closing Date (as defined in **Section 5.1**) and the PSERN Operator shall accept from the County on the Closing Date all of the County's rights and responsibilities under the contracts entered into by the County for or in connection with the PSERN System as described in **Exhibit A-2** and the PSERN Assets as described in **Exhibit D-2** (collectively, the "**PSERN Agreements**").

**1.2 LEASES TO BE ASSIGNED; OTHER LEASES.** By assignment substantially in the form of **Exhibit B-1** attached hereto, and subject to the proviso in Section 1.2.2 below, the County shall assign to the PSERN Operator on the Closing Date and the PSERN Operator shall accept from the County on the Closing Date all of the County's rights and responsibilities to the following leases, licenses, permits, subleases, easements, and other forms of contract (each, a "**Lease**" and collectively the "**Leases**");

**1.2.1** All Leases of third-party property that allow assignment without the landlord's written consent, which Leases are identified in **Exhibit B-2**.

**1.2.2** All Leases of third-party property that require landlord's written consent for assignment, which Leases are identified in **Exhibit B-3**. The Parties shall use commercially reasonable good-faith efforts to secure each landlord's written consent for County to assign the Leases identified in Exhibit B-3 to the PSERN Operator prior to the Closing Date so that each of those Leases can be assigned to the PSERN Operator on the Closing Date; provided, that if the Parties are unable to secure one or more required landlord consents by the Closing Date then the Parties shall thereafter cooperate to secure

any remaining landlord consents as soon as reasonably practicable after the Closing Date; and provided further, that if the Parties are unable to timely secure one or more landlord consents by the exercise of all commercially reasonable good-faith efforts, then the Parties shall confer on such further action as may be needed to secure such consent and the Parties shall consider all available options, including but not limited to the exercise of the power of eminent domain.

**1.2.3** Separate from the Leases to be assigned to the PSERN Operator listed in Exhibits B-2 and B-3, the Parties acknowledge that as previously authorized by ordinance of the Metropolitan King County Council: (A) the County is directly leasing portions of five (5) County-owned sites to the PSERN Operator, and (B) the PSERN Operator is subletting to County portions of two (2) sites that the PSERN Operator is acquiring pursuant to this Agreement (collectively, the “**County Leases**”). The County Leases are listed in **Exhibit C-1** for convenience, but are not otherwise the subject of this Agreement.

**1.2.4** In addition to the Leases to be assigned to the PSERN Operator listed in Exhibits B-2 and B-3, as well as the County leases listed in Exhibit C-1, the Parties acknowledge that certain existing leases of property from the United States Forest Service, and certain other real-property permits or licenses, cannot be assigned or transferred, and instead must be replaced with new leases, permits, or licenses to be negotiated separately by PSERN (collectively, the “**USFS Leases**”). The USFS Leases are listed in **Exhibit C-2** for convenience. The County agrees that it will not affirmatively terminate the USFS Lease for any given site (1) for a period of twenty-four months (24) from the Effective Date, or (2) until the PSERN Operator has secured a binding replacement lease for that site, whichever of (1) or (2) comes first. Provided, that the County will cooperate in good faith with the PSERN Operator’s effort to timely secure replacement USFS Leases on terms agreeable to the PSERN Operator; and provided further, that the Parties may negotiate to extend the twenty-four (24) month period described in this Section 1.2.4, and if the Parties agree to an extension then they shall document such extension in a written amendment to this Agreement.

**1.2.5** The Parties further acknowledge that it is possible that certain other PSERN-related agreements, permits, or licenses may not be assignable and the PSERN Operator may need to negotiate new agreements, permits, or licenses to replace them (collectively, the “**Nontransferable Agreements**”). The Parties shall list any such Nontransferable Agreements in an additional Exhibit C-3 to be added to this Agreement. If the Parties identify one or more Nontransferable Agreements then the County will not affirmatively terminate such Nontransferable Agreement (1) for a period of twenty-four (24) months from the Effective Date, or (2) until the PSERN Operator has secured a binding replacement agreement for that site, equipment, service, or function, whichever of (1) or (2) comes first. Provided, that the County will cooperate in good faith with the PSERN Operator’s effort to timely secure such replacement agreement on terms agreeable to the PSERN Operator; and provided further, that the Parties may negotiate to extend the twenty-four (24) month period described in this paragraph A, and if the Parties

agree to an extension then they shall document such extension in a written amendment to this Agreement.

### **1.3 SITE-SPECIFIC PHYSICAL ASSETS TO BE TRANSFERRED.**

**1.3.1** The County shall transfer, convey, or assign to the PSERN Operator on the Closing Date and the PSERN Operator shall accept from the County on the Closing Date all of the County's rights and responsibilities to the equipment, fixtures, and other physical assets located at each Lease site by bill of sale substantially in the form of **Exhibit D-1**. A non-exhaustive list of the primary equipment, fixtures, and other physical assets to be transferred at each Lease site is attached as **Exhibit D-2**.

**1.3.2** If, after the Closing Date, either Party identifies one or more physical assets not listed in Exhibit D-2 that the County intended to transfer to the PSERN Operator as of the Closing Date, then the Parties shall promptly execute a supplemental bill of sale substantially in the form of Exhibit D-1 to transfer, convey, or assign such physical assets from the County to the PSERN Operator as soon as reasonably practicable.

### **1.4 SITE-SPECIFIC THIRD-PARTY SUBLEASES, LICENSES, PERMITS, AND OTHER AGREEMENTS TO BE ASSIGNED.**

**1.4.1** The County shall assign to the PSERN Operator on the Closing Date and the PSERN Operator shall accept from the County on the Closing Date all of the County's rights and responsibilities in all third-party subleases, licenses, permits, and other agreements relating to each Lease site by assignment substantially in the form of **Exhibit E-1**. A non-exhaustive list of third-party subleases, licenses, permits, and other agreements relating to each Lease site is attached as **Exhibit E-2**. The Parties acknowledge that (1) some of these third-parties' agreements have expired and the third-parties are in holdover or similar status, and (2) some of these third-parties are using the Lease sites pursuant to verbal agreements that are not documented. To the best of the County's actual knowledge, all known third-parties using the Lease sites, whether by written, expired or verbal agreement, are identified in Exhibit E-2.

**1.4.2** The Parties shall use commercially reasonable good-faith efforts to ensure that all known third-party subleases, licenses, permits, and other agreements relating to each Lease site are assigned from the County to the PSERN Operator at the Closing Date. If, after the Closing Date, either Party identifies one or more third-party subleases, licenses, permits or other agreements not listed in Exhibit E-2 that the County intended to transfer to the PSERN Operator as of the Closing Date, then the Parties shall promptly execute a supplemental assignment substantially in the form of Exhibit E-1 to assign such instruments from the County to the PSERN Operator as soon as reasonably practicable, and the PSERN Operator shall accept such assignment from the County.

### **1.5 FUNDS TO BE TRANSFERRED.**

As part of the Closing, the County shall convey and transfer to the PSERN Operator and the PSERN Operator shall accept from the County all of the County's rights and responsibilities to all funds approved for transfer by the PSERN Joint Board and held by the County at that time for or in connection with the PSERN project (collectively, the "**PSERN Funding**"). Depending on the PSERN Joint Board's approval, such funds could potentially include the startup funds (to the extent such funds remain as of the Closing Date), rate stabilization funds, and other reserves, all listed in **Exhibit F**. If and to the extent that the PSERN Joint Board approves the transfer of such funds then the Parties shall cooperate to identify and implement an appropriate mechanism or mechanisms (e.g. wire transfer, check or warrant, interfund transfer, etc.) to transfer the PSERN Funding from the County to the PSERN Operator as part of the Closing.

**1.6 DOCUMENTS TO BE TRANSFERRED.** The County shall convey and transfer to the PSERN Operator on the Closing Date and the PSERN Operator shall accept from the County on the Closing Date all of the County's documents relating to the PSERN radio equipment being transferred to the PSERN Operator (collectively, the "**Radio System Documents**"), including the documents described in **Exhibit G**. The Parties shall cooperate to efficiently transfer the Radio System Documents from the County to the PSERN Operator on the Closing Date. If, after the Closing Date, either Party identifies one or more Radio System Documents not listed in Exhibit G that the County intended to transfer to the PSERN Operator as of the Closing Date, then the Parties shall promptly cooperate to transfer such documents from the County to the PSERN Operator as soon as reasonably practicable.

**1.7 OTHER EQUIPMENT TO BE TRANSFERRED.** By bill of sale substantially in the form of **Exhibit H-1**, the County shall convey and transfer title to the PSERN Operator on the Closing Date and the PSERN Operator shall accept from the County on the Closing Date all of the County's rights and responsibilities to all other equipment that the County holds or acquired on behalf of the PSERN project (collectively, the "**PSERN Equipment**") as of the Closing Date, including the PSERN Equipment described in **Exhibit H-2**. If, after the Closing Date, either Party identifies one or more equipment items not listed in Exhibit H-2 that the County intended to transfer to the PSERN Operator as of the Closing Date, then the Parties shall promptly execute a supplemental assignment substantially in the form of Exhibit H-1 to assign such equipment from the County to the PSERN Operator as soon as reasonably practicable.

## **1.8 RETAINED ASSETS AND KCERCS EQUIPMENT REMOVAL.**

**1.8.1 OWNERSHIP AND REMOVAL OF KCERCS EQUIPMENT FROM CERTAIN LEASED SITES.** The Parties acknowledge that a number of the Leased sites contain equipment formerly used for the former King County Emergency Radio System ("**KCERCS**"), which equipment may be located on towers, in shelters, or in or on related infrastructure at each such site. The PSERN Operator acknowledges that the KCERCS equipment at each such site belongs to the County and not to the PSERN Operator or the PSERN System. As between the Parties, the County may decommission, remove, and dispose of all KCERCS equipment from the following Lease sites (each of which is more specifically identified in Exhibit B-2, Exhibit B-3, or Exhibit C-2 of this Agreement) at County's sole cost and expense and in County's sole discretion:



- A. Crista
- B. Clearview
- C. Snoqualmie Pass
- D. McDonald Mountain
- E. Cambridge
- F. Federal Way
- G. Skyway
- H. Sobieski

**1.8.2 COUNTY’S CONTINUING RIGHT OF ENTRY FOR REMOVAL OF KCERCS EQUIPMENT.** The PSERN Operator acknowledges that KCERCS equipment removal work is ongoing as of the Effective Date and may continue for twelve (12) months or more after the Effective Date. The County will notify the PSERN Operator after all KCERCS equipment removal work has been completed. The County reserves the right and the County’s employees, designated representatives, or agents or contractors have and shall continue to have the right to enter the Lease sites listed in Section 1.8.2 to remove any and all KCERCS equipment located there, and the PSERN Operator hereby acknowledges the County’s reserved right; provided, that in the exercise of such reserved right County will provide to the PSERN Operator reasonable prior notice and will not unreasonably disrupt the PSERN Operator’s use of, or the PSERN Operator’s operations and activities on, any of the Lease sites. The County shall use reasonable efforts to communicate and coordinate with the PSERN Operator regarding the County’s removal of KCERCS equipment. In connection with any such KCERCS equipment removal work, the County agrees to hold harmless, indemnify and defend the PSERN Operator, its officers, agents and employees, from and against all claims, losses, or liability for injuries, sickness or death of persons, including employees, designated representatives, or agents of the County (“Claims”) caused by or arising out of any act, error or omission of the County, its officers, agents, contractors, subcontractors or employees in entering the Lease sites for the purposes set out in this Section 1.8, except to the extent the Claims are caused by or arise out of any act, error or omission of the PSERN Operator, its officers, agents and employees.

**1.8.3 RETAINED ASSETS.** If the Parties identify any radio system assets to be retained by the County and not otherwise addressed in this Agreement, then they shall document such assets in a new exhibit to be added to this Agreement as a further Exhibit I. Any such retained assets shall not constitute PSERN Assets for any purpose from and after the date of Closing and as between the Parties the County shall bear all responsibility for and liability relating to such retained assets.

## **ARTICLE 2 CONSIDERATION**

**2.1 PSERN ASSETS.** Consistent with Chapter 39.33 RCW, and in consideration of the County’s conveyance, assignment, and transfer of the County’s rights, responsibilities, interest in and title to the PSERN Assets on the Closing Date, the PSERN Operator hereby covenants to use, operate, maintain, repair, and replace the PSERN Assets to provide the region with uniformly high-quality emergency radio communications with improved coverage and

capacity, consistent with the obligations imposed on the PSERN Operator under the Operation ILA. The County hereby agrees that the PSERN Operator's covenant to perform, and its acceptance of responsibility for the PSERN Assets under the terms and conditions set forth in this Agreement, together constitute full and complete consideration for this intergovernmental transaction.

**ARTICLE 3  
WARRANTIES OF THE PARTIES AND CONDITION OF ASSETS**

**3.1 CONDITION OF PSERN ASSETS.** The County has not made, and does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality or condition of the PSERN Assets. The County is transferring the PSERN Assets to the PSERN Operator and the PSERN Operator is acquiring the PSERN Assets and all interest therein as provided for in this Agreement, in an "as-is with all faults" basis with any and all patent and latent defects. Except for the deficiencies and defects disclosed to the PSERN Operator by the County pursuant to Section 3.2, the PSERN Operator is not relying on any representations or warranties, express or implied, of any kind whatsoever from the County with respect to any matters concerning the PSERN Assets, including, without limitation:

**3.1.1** The water, soil and geology in and around the PSERN Assets;

**3.1.2** The physical condition of the PSERN Assets;

**3.1.3** The operating history, projections, valuation or income to be derived from the PSERN Assets;

**3.1.4** The tax consequences of the transfers and other transactions contemplated by this Agreement;

**3.1.5** The suitability of the PSERN Assets for any and all activities and uses that the PSERN Operator or anyone else may conduct thereon;

**3.1.6** The requirement of, or existence of, or compliance with, any licenses, certificates of authority, authorizations, registrations, franchises or similar approvals from any governmental authority;

**3.1.7** The availability or existence of any water, sewer, or other utilities or utility rights;

**3.1.8** The compliance or noncompliance of or by the PSERN Assets or their operation with any laws, rules, ordinances, regulations or decrees of any applicable governmental authority or body or the zoning or land use designation for the PSERN Assets;

**3.1.9** The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the PSERN Assets;

**3.1.10** The manner or quality of the construction, materials, equipment and systems incorporated into the PSERN Assets;

**3.1.11** The presence of any wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in or around the PSERN Assets;

**3.1.12** The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the PSERN Assets, and the compliance or noncompliance of or by the PSERN Assets or their operation with applicable federal, state, county and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term “**Environmental Law**” shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70A.305 (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term “**Hazardous Substance**” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

**3.1.13** Any other matter with respect to the PSERN Assets.

**3.2 COUNTY’S LIMITED OBLIGATION TO DISCLOSE CERTAIN KNOWN DEFICIENCIES.** Notwithstanding anything to the contrary in this Article 3, the County shall disclose to the PSERN Operator deficiencies and defects in the PSERN Assets known to the County at or before the Closing Date. For purposes of this Agreement, the phrases “known to the County,” “to the County’s knowledge,” “about which the County has knowledge,” and similar formulations, each mean the present, actual knowledge of: (1) for real-property assets, Steve Rizika, who is an employee of King County, and is the Brokerage Service Unit Manager of the Real Estate Service Section in the Facilities Management Division of the Department of Executive Services; and (2) for personal property assets, Hai Phung, who is an employee of King County, and is Lead Project Manager for the PSERN Project in the Emergency Radio Communications Division of the King County Department of Information Technology. Steve Rizika and Hai Phung each have made no inquiries or investigations with respect to any deficiencies or defects in any of the PSERN Assets at any time prior to Closing and they each have no duty to undertake the same.

**3.3 NO WARRANTIES OF TITLE.** The PSERN Assets shall be conveyed, transferred, or assigned with no warranties of title and shall be subject to all matters affecting the PSERN Assets whether of record or not, including but not limited to (i) the lien of unpaid taxes not yet due and payable; (ii) matters which would be disclosed by a current, accurate survey or inspection of the PSERN Assets; or (iii) the rights granted to third parties pursuant to any easement, license, lease, sublease, permit, or other instrument.

**3.4 PSERN OPERATOR ACCEPTANCE OF CONDITION OF ASSETS; AS IS TRANSFER AND RELEASE.**

**3.4.1** The PSERN Operator acknowledges and accepts the County's disclaimers in **Section 3.1** and **Section 3.2** of this Agreement.

**3.4.2** The PSERN Operator acknowledges and agrees that it will approve and accept the PSERN Assets and shall acquire the PSERN Assets in "as-is with all faults" basis with any and all patent and latent defects, including, without limitation, the structural condition of the PSERN Assets, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal, or other handling of any Hazardous Substances in, on, under or emanating from or into the PSERN Assets, and the compliance or noncompliance of or by the PSERN Assets or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. The PSERN Operator further acknowledges and agrees that it is not relying on, and the County is not providing, any representation or warranties, express or implied, of any kind whatsoever from the County with respect to any matters concerning the PSERN Assets and that the conveyance is expressly subject to the disclaimers in **Section 3.1** and **Section 3.2**. The PSERN Operator acknowledges and agrees that the PSERN Operator shall have no recourse against the County for, and waives, releases, and discharges forever the County from, any and all past, present, or future claims or demands, and any and all past, present, or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort), costs, and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "**Losses**"), which the PSERN Operator might have asserted or alleged against the County arising from or in any way related to the PSERN Assets, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal, or other handling of any Hazardous Substances in, on, under or emanating from or into the PSERN Assets. Losses shall include without limitation (a) the cost of any investigation, removal, remedial, or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted prior to or after transfer of the PSERN Assets.

**3.4.3 INDEMNIFICATION.** From and after the Closing Date, and except to the extent of any losses, liability, or claims, or any agency orders or requirements, arising directly from a matter relating to the County’s use of the PSERN Assets as those assets existed prior to the Closing Date, of which matter the County had actual knowledge and such matter was not disclosed to the PSERN Operator, the PSERN Operator shall indemnify, defend, and hold the County, its officers, agents, and employees harmless from and against any and all losses, liability, claims, agency orders or requirements, damage, and expense relating to or arising out of, directly or indirectly, the PSERN Assets and the PSERN Operator’s interest in or use of the PSERN Assets, including without limitation those relating to the actual or threatened release, disposal, deposit, seepage, migration, or escape of Hazardous Substances at, from, into or underneath the PSERN Assets, and the compliance or noncompliance of the PSERN Assets with applicable federal, state, county, and local laws and regulations including, without limitation, Environmental Laws and regulations and laws and regulations pertaining to the PSERN Assets.

**3.5 SURVIVAL.** The provisions of **Section 3.4.3** shall survive Closing.

**3.6 RISK OF LOSS.** Prior to the Closing Date, the risk of loss relating to the PSERN Assets shall solely rest with the County. From and after the Closing Date, the risk of loss relating to the PSERN Assets shall solely rest with the PSERN Operator. Risk of loss shall be deemed to include any property damage, including business interruption (collectively, “**Casualty**”), whether or not covered under an all-risk property insurance policy. In no event shall the County be obligated to restore the PSERN Assets in the event of a Casualty that occurs prior to the Closing Date. The PSERN Operator shall be obligated to close on the transaction contemplated herein, and the County will assign any available insurance proceeds from a covered Casualty occurring prior to the Closing Date to the PSERN Operator, on the Closing Date. The County, in its sole discretion, shall have the right, but not the obligation, to elect to promptly repair or restore the Retained Assets in the event of a Casualty. In no event shall a Casualty delay the Closing Date.

#### **ARTICLE 4 CONDITIONS TO CLOSING**

**4.1 CONDITIONS TO CLOSING.** The Parties acknowledge and agree that the PSERN Project achieving Full System Acceptance and receipt of the following items, consents, and approvals, are each required as conditions precedent to Closing (as defined in Article 5):

##### **4.1.1 LEGISLATIVE APPROVAL.**

**4.1.1.1** The County’s performance under this Agreement is subject to approval by ordinance of this Agreement by the Metropolitan King County Council (“**Council**”). The Council provided such approval through passage of Ordinance No. \_\_\_\_\_, effective on \_\_\_\_\_.

**4.1.1.2.** The PSERN Operator’s performance under this Agreement is subject to approval by appropriate action of the PSERN Operator’s Board of

Directors (“**Board**”). The Board provided such approval through passage of Resolution No. \_\_\_\_\_, effective on \_\_\_\_\_.

**4.1.2 DELIVERY OF DOCUMENTS BY THE COUNTY.** The County shall have delivered to the PSERN Operator at or prior to Closing all documents required by the terms of this Agreement to be delivered to the PSERN Operator.

**4.1.3 DELIVERY OF DOCUMENTS BY THE PSERN OPERATOR.** The PSERN Operator shall have delivered to the County at or prior to Closing all documents required by the terms of this Agreement to be delivered to the County.

## **ARTICLE 5 CLOSING**

**5.1 CLOSING/CLOSING DATE.** The “**Closing**” shall occur when the County transfers the PSERN Assets to the PSERN Operator in accordance with all the terms and conditions of this Agreement, concurrent with or after the conditions of Closing set forth in Article 4 have been met. Closing shall occur within ninety (90) days of receipt of the consents and approvals described in Article 4 hereof. The date on which the “**Closing**” ultimately occurs is referred to as the Closing Date (“**Closing Date**”). The Parties may agree in writing to delay the Closing Date. In all cases, the Closing shall not occur until after Full System Acceptance.

**5.2 PRORATIONS.** The Parties agree that the transaction described herein is exempt from real estate excise tax pursuant to RCW 82.45.010(3(n)) and WAC 458-61A-205 and the Parties shall file a real estate excise tax affidavit documenting the exemption as contemplated in such regulation, to be filed by the Chicago Title Company escrow officer assigned to manage the Closing. All other applicable taxes and assessments shall be prorated as of the Closing Date. The County shall pay any other transfer tax due, and its own attorneys’ fees. The PSERN Operator shall pay all escrow fees, and its own attorneys’ fees. Except as otherwise provided in this **Section 5.2**, all other expenses hereunder shall be paid by the Party incurring such expenses.

**5.3 THE COUNTY’S DELIVERY AT CLOSING.** At or before Closing, the County will deliver into escrow the following properly executed documents:

**5.3.1** Executed Assignment of PSERN Agreements, substantially in the form of **Exhibit A-1**;

**5.3.2** Real estate excise tax affidavit (showing that the transaction is exempt) as provided in **Section 5.2**;

**5.3.3** Executed Assignment and Assumption of PSERN Leases, substantially in the form of **Exhibit B-1**;

**5.3.4** Executed Bill of Sale for Site-Specific Physical Assets, substantially in the form of **Exhibit D-1**;

**5.3.5** Executed Assignment and Assumption of Third-Party Subleases, Licenses,

Permits, and Other Agreements, substantially in the form of **Exhibit E-1**;

**5.3.6** Executed Bill of Sale for PSERN Equipment, substantially in the form of **Exhibit H-1**; and

**5.3.7** Such other documents, instruments or assignments as the Parties may deem reasonably necessary to complete the transaction described in this Agreement.

**5.4 PSERN OPERATOR'S DELIVERY AT CLOSING.** At or before the Closing, the PSERN Operator will deliver into escrow the following properly executed documents:

**5.4.1** Executed Assignment of PSERN Agreements, substantially in the form of **Exhibit A-1**;

**5.4.2** Executed Assignment and Assumption of PSERN Leases, substantially in the form of **Exhibit B-1**;

**5.4.3** Executed Bill of Sale for Site-Specific Physical Assets, substantially in the form of **Exhibit D-1**;

**5.4.4** Executed Assignment and Assumption of Third-Party Subleases, Licenses, Permits, and Other Agreements, substantially in the form of **Exhibit E-1**;

**5.4.5** A counterpart of the real estate excise tax affidavit (showing that the transaction is exempt) as provided in **Section 5.2**;

**5.4.6** Executed Bill of Sale for PSERN Equipment, substantially in the form of Exhibit H-1; and

**5.4.7** Such other documents, instruments or assignments as the Parties may deem reasonably necessary to complete the transaction described in this Agreement.

## **ARTICLE 6 DISPUTE RESOLUTION**

**6.1** The Parties shall work cooperatively and in good faith to resolve issues associated with this Agreement. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible. Neither Party shall take or join any action in any judicial or administrative forum to challenge the other Party's actions associated with this Agreement, except as set forth in this **Article 6**. Prior to taking or joining any action in any judicial or administrative forum to challenge actions of the other party associated with the Agreement, the Parties shall follow the dispute resolution process herein.

**6.2 NEGOTIATED RESOLUTION.** If a dispute cannot be resolved through ordinary means such as staff-to-staff discussions, then the first step in the dispute resolution process shall be as follows:

**6.2.1** A Party desiring to initiate negotiations (the “**Initiating Party**”) may do so by giving written notice to the other Party (the “**Responding Party**”) of the basis for the dispute, provided that the Initiating Party shall use commercially reasonable efforts to furnish the Responding Party, as expeditiously as possible, with notice of any dispute once such dispute is recognized, and shall cooperate with the Responding Party in an effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such dispute.

**6.2.2** The Initiating Party shall, within five (5) business days after giving written notice to the Responding Party of the basis for the dispute, prepare and provide to the Responding Party a written, detailed summary of the basis for the dispute, together with all facts, documents, backup data and other information reasonably available to the Initiating Party that support the Initiating Party’s position in the dispute.

**6.2.3** The Initiating Party shall designate and make any of its employees or agents having knowledge of the dispute available to the Responding Party to respond to questions of the Responding Party.

**6.2.4** Within fourteen (14) days after the Initiating Party gives notice of a dispute, (i) the Responding Party shall prepare and provide to the Initiating Party a written, detailed summary, together with all facts, documents, backup data and other information reasonably available to the Responding Party that support the Responding Party’s position in the dispute; (ii) the Responding Party shall designate and make any of its employees or agents having knowledge of the dispute available to the Initiating Party to respond to questions of the Initiating Party; and (iii) employees or agents of the Parties who have authority to settle the dispute, along with other parties having knowledge of or an interest in the dispute, shall meet at a mutually acceptable time and place in Seattle, Washington, in an effort to compromise and settle the dispute.

**6.3** **MEDIATION.** Any dispute which is not resolved by direct discussions and negotiations as provided in **Section 6.2.** shall be submitted to mediation under the Commercial Mediation Procedures of the American Arbitration Association unless the Parties agree in writing to use other rules. If the Parties cannot agree on the selection of a mediator within ten days (10) of the request for mediation, any Party may immediately request the appointment of a mediator in accordance with the governing mediation rules. Mediation shall occur at any location in Seattle, Washington that the mediator may designate. The mediation shall include the exchange of written claims and responses, with supporting information, at least ten (10) days prior to the actual mediation. The Parties shall each be responsible for 50% of the cost of the mediator but each Party shall otherwise be responsible for its own costs (including attorneys’ fees) incurred in connection with the mediation. The Parties shall conclude mediation proceedings under this **Article 6** within sixty (60) days after the designation of the mediator. If mediation proceedings do not resolve the dispute within such period, and if the Parties do not mutually agree to an extension of such period, then a Party may commence litigation with respect to the dispute.

**6.4** **NO PREJUDICE.** Provided the Initiating Party has given notice of the existence of a dispute, no delay in disposing of such dispute while the Parties pursue the dispute resolution procedures shall prejudice the rights of any Party. At the request of the Initiating Party or the



Responding Party, the Parties shall enter into an agreement to toll the statute of limitations with respect to the subject matter of a dispute while the Parties pursue the dispute resolution procedures in **Section 6.2 or 6.3**. Positions expressed, responses given, and information submitted in any dispute resolution process under this **Article 6** shall not be admissible as evidence in any subsequent dispute resolution, litigation, or other legal proceeding.

**6.5 EMERGENCY.** If either Party reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to or loss of all or part of the PSERN Assets, or that delay in initiating or prosecuting a claim in litigation would irrevocably prejudice a Party, then such Party may pursue any immediate remedy available at law or in equity without following the dispute resolution procedures in this **Article 6**.

**6.6 PERFORMANCE NOT EXCUSED.** During the pendency of any dispute resolution process under this **Article 6**, or any litigation or other proceeding to resolve a dispute between the Parties arising out of this Agreement, the Parties shall diligently continue to perform their duties under this Agreement in good faith so that the purposes of this Agreement are not frustrated.

## **ARTICLE 7 TRANSITION PERIOD**

**7.1 TRANSITION AFTER CLOSING DATE.** The Parties acknowledge that certain additional actions required to facilitate the transfer of the PSERN Assets likely cannot be completed by the Closing Date (collectively, the “**Transition Activities**”) and for a period of twelve (12) months after the Closing Date (as such date may be extended by the Parties), the County will make available at reasonable times to the PSERN Operator certain County staff members familiar with the PSERN Assets (the “**PSERN Information Staff**”) to answer the PSERN Operator’s questions relating to the ownership and operation of the PSERN Assets. For any such work performed by PSERN Information Staff whose positions are not funded by PSERN levy proceeds, the County will invoice the PSERN Operator for the time incurred at such staff member’s “fully loaded” hourly rate, and the PSERN Operator will pay such invoices within thirty (30) days of receipt. The provisions of this Section 7.1 shall survive Closing.

## **ARTICLE 8 RESERVED**

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

**9.1 MERGER.** Any statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall merge in, and not survive the Closing of the transaction contemplated by this Agreement, unless such expressly survives Closing as provided for in this Agreement.

**9.2 DEFAULT; LIMITATION ON LIABILITY.**

**9.2.1 DEFAULT BY PSERN OPERATOR.** In the event Closing does not occur due to default by the PSERN Operator, the County’s sole and exclusive remedy shall be to terminate this Agreement.

**9.2.2 DEFAULT BY THE COUNTY.** In the event Closing does not occur due to default of the County, the PSERN Operator’s sole and exclusive remedy shall be to terminate this Agreement.

**9.2.3 LIMITATION ON LIABILITY.** EXCEPT AS EXPRESSLY HEREINAFTER PROVIDED IN THIS SECTION 9.2.3. OR ELSEWHERE IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER OR PURSUANT TO THIS AGREEMENT FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOSS OF BUSINESS OR USE OF PROPERTY, OR COST OF CAPITAL, WHETHER IN AN ACTION FOR CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR EXISTENCE OF SUCH DAMAGES.

**9.3 TIME.**

**9.3.1 TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

**9.3.2 COMPUTATION OF TIME.** Any reference to “day” in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a “**Legal Holiday.**” A Legal Holiday under this Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. Any period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

**9.4 NOTICES.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

**If to the PSERN Operator:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

With a copy to:

Pacifica Law Group LLP  
1191 2<sup>nd</sup> Ave, Suite 2000  
Seattle, WA 98101  
Attn: Deanna Gregory

**If to the County:**

King County Department of Information Technology

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

With a copy to:

King County Prosecuting Attorney’s Office  
Civil Division  
701 5<sup>th</sup> Avenue, Suite 600  
Seattle, WA 98104  
Attention: Chief Civil Deputy

**9.5 ENTIRE AGREEMENT AND AMENDMENT.** This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written amendment to this Agreement and signed by the Parties.

**9.6 SEVERABILITY.** In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

**9.7 WAIVER.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

**9.8 BINDING EFFECT.** Subject to **Section 9.13**, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

**9.9 LEGAL RELATIONSHIPS.** The Parties to this Agreement execute and implement this Agreement solely as the County and the PSERN Operator. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

**9.10 CAPTIONS.** The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

**9.11 GOVERNING LAW AND VENUE.** This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

**9.12 NO THIRD PARTY BENEFICIARIES.** This Agreement is made only to and for the benefit of the Parties, and shall not create any rights in any other person or entity.

**9.13 ASSIGNMENT.** Neither Party will assign this Agreement or any part thereof without the written consent of the other Party. Any attempted assignment without said consent shall be void.

**9.14 NEGOTIATION AND CONSTRUCTION.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

**9.15 INDEMNIFICATION TITLE 51 WAIVER.** The indemnification provisions in **Section 1.8.3** and **Section 3.4.3** of this Agreement are specifically and expressly intended to constitute a waiver of the indemnifying Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the indemnified Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnifying Party's employees. The Parties acknowledge that these indemnity provisions were specifically negotiated and agreed upon by them. This provision shall survive Closing.

**9.16 COUNTERPARTS.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for

more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

**9.17 FURTHER ASSURANCES, INTERESTS AND AGREEMENTS.** In addition to the acts recited in this Agreement and contemplated to be performed at Closing, the County and the PSERN Operator agree to cooperate, to perform such other acts, and to execute and deliver such other documents and interests, as either the County or the PSERN Operator, or their respective counsel, may reasonably require to effectuate the intent of this Agreement. The requirements of this **Section 9.17** shall survive Closing.

**9.18 CONFLICTING PROVISIONS.** Except as otherwise expressly provided herein, in the event of any conflict between this Agreement and any other agreement between the Parties with respect to the PSERN Assets, this Agreement will control.

**9.19 EXHIBITS.** The following exhibits described below and attached hereto are fully incorporated into this Agreement by this reference:

- |             |  |
|-------------|--|
| EXHIBIT A-1 | Form of Assignment of PSERN Agreements   |
| EXHIBIT A-2 | List of PSERN Agreements   |
| EXHIBIT B-1 | Form of Assignment of PSERN Leases   |
| EXHIBIT B-2 | List of PSERN Leases Not Requiring Landlord Consent to Assign                                      |
| EXHIBIT B-3 | List of PSERN Leases Requiring Landlord Consent to Assign  |
| EXHIBIT C-1 | List of County Leases Not Covered by Transfer Agreement  |
| EXHIBIT C-2 | List of Nontransferable USFS Leases and Other Non-Transferable Real Property Licenses and Permits  |
| EXHIBIT D-1 | Form of Bill of Sale for Site-Specific Physical Assets   |
| EXHIBIT D-2 | Non-Exhaustive List of Site-Specific Physical Assets   |
| EXHIBIT E-1 | Form of Assignment of Site-Specific Third-Party Subleases, Licenses, Permits, and Other Agreements |
| EXHIBIT E-2 | Non- Exhaustive List of Site-Specific Third-Party Subleases, Licenses, and Other Agreements        |
| EXHIBIT F   | List of PSERN Funds to be Transferred  |
| EXHIBIT G   | List of Radio System Documents   |

EXHIBIT H-1            Form of Bill of Sale for PSERN Equipment

EXHIBIT H-2            Non- Exhaustive List of PSERN Equipment

**SIGNATURE BLOCKS APPEAR ON FOLLOWING PAGE**

EXECUTED on the dates set forth below.

**KING COUNTY (FMD)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PSERN OPERATOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Approved as to form for PSERN Operator

Title: \_\_\_\_\_

**KING COUNTY (KCIT)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Approved as to form for King County

Senior Deputy Prosecuting Attorney

**EXHIBIT A-1**

**FORM OF ASSIGNMENT OF PSERN AGREEMENTS**



## EXHIBIT A-1

### ASSIGNMENT AND ASSUMPTION OF PSERN AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF PSERN AGREEMENTS (this “**Assignment**”) is made and entered into by and between **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (“**Assignor**”), and the **PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**, a governmental agency created pursuant to RCW 39.34.030(3)(b) and organized as a nonprofit corporation under chapter 24.06 RCW (“**Assignee**”) Assignor and Assignee are also referred to herein individually as a “Party” and collectively as the “Parties.” This Assignment shall be effective as of the Closing Date as that term is defined in that certain PSERN Asset Transfer Agreement (the “Agreement”) executed by and between Assignor and Assignee and on file with them.

### RECITALS

A. Assignor is a party to those certain contracts and other agreements listed in Exhibit A attached hereto and pertaining to or in connection with the PSERN System as that term is defined in the Agreement.

B. Agreement Section 1.1 calls for the County to assign to the PSERN Operator and for the PSERN Operator to accept from the County on the Closing Date all of the County’s rights and responsibilities under the contracts entered into by the County for or in connection with the PSERN System, including the contracts and agreements that are the subject of this Assignment (collectively, the “PSERN Agreements”).

C. In furtherance of the Agreement, Assignor desires to assign and transfer all of Assignor's right, title and interest in, to and under PSERN Agreements upon the terms hereinafter set forth; and Assignee desires to accept such assignment and transfer and to assume all of Assignor's obligations and liabilities under and with respect to the PSERN Agreements upon the terms hereinafter set forth.

D. Assignor has separately provided to Assignee copies of the PSERN Agreements that are listed in Exhibit A and that are being assigned through this Assignment.

### AGREEMENT

In furtherance of the Recitals set forth above, which are incorporated herein by reference, and in consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties acknowledge and agree to the following:

1. As of the Closing Date, Assignor hereby assigns and transfers to Assignee all of Assignor’s rights, obligations, and interest in, to and under the PSERN Agreements, to have and to hold the same unto Assignee, its successors and assigns, subject to the terms, covenants and conditions contained in the PSERN Agreements.

2. Assignee acknowledges that it has received the copies of the PSERN Agreements delivered by Assignor as stated in Recital D. Assignee for itself and its successors and assigns hereby accepts the assignment and transfer of the PSERN Agreements from Assignor and hereby assumes and agrees to observe and perform all the obligations, terms, covenants and conditions of each and every one of the PSERN Agreements to be observed or performed by Assignee as a party thereunder from and after the Closing Date, and Assignee hereby assumes all duties, liabilities and obligations arising out of or relating to each and every one of the PSERN Agreements or arising out of the acts or events occurring or

conditions existing with respect to each and every one of the PSERN Agreements from and after the Closing Date.

3. Assignee will indemnify, defend, and hold Assignor and its affiliates, agents, directors, officers, and employees (the “**Assignor Parties**”) harmless from and against any and all claims brought against, or damages or incurred by, the Assignor Parties in connection with any act, omission, or obligation of Assignee or its employees, agents, contractors, and consultants (the “**Assignee Parties**”), arising or accruing in connection with this Assignment, or arising out of or related to Assignee’s obligations as a party under each and every one of the PSERN Agreements and committed or alleged to have been committed on or after the Closing Date.

4. This Assignment shall be binding upon and shall inure to the benefit of and shall be enforceable by the Parties hereto and their respective successors and assigns. In addition to the foregoing, Assignee acknowledges, on its behalf and on behalf of its successors and assigns, that the provisions hereof inure to the benefit of and are enforceable by each of the other respective parties to each of the respective instruments among the PSERN Agreements and their respective successors and assigns.

5. This Assignment, together with the Agreement, constitute the entire, full and complete agreement concerning the assignment and assumption of the PSERN Agreements and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements regarding the same. There are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, relating to the assignment other than those set forth in this Assignment and the Agreement. No obligations or duties that contradict or are inconsistent with the express terms of this Assignment may be implied into this Assignment. If there is any conflict or inconsistency between the Agreement and this Assignment as to the identity of the contracts being assigned through this Assignment, then this Assignment shall control. If there is any conflict or inconsistency between the Agreement and this Assignment as to any other matter addressed in the Agreement, then the Agreement shall control.

6. This Assignment may be executed in one or more counterparts, any one of which need not contain the signature of more than one Party, and all of which taken together shall constitute one and the same Assignment. This Assignment may be accepted and signed in electronic form (e.g. by an electronic or digital signature or other means of demonstrating assent) and each Party’s electronic acceptance and signature will be deemed binding between the Parties.

7. This Assignment shall be construed according to the laws of the State of Washington, without giving effect to its conflicts of law rules or choice of law provisions.

8. Each Party hereto represents and warrants that the person executing this Assignment on behalf of said Party has the authority to execute this Assignment and to bind the Party for which such person so executes this Assignment.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Assignment as of the latest date and year set forth below.

**ASSIGNOR:**

KING COUNTY, a home rule charter county and political subdivision of the State of Washington

By: \_\_\_\_\_  
Name: Megan Clarke  
Title: King County Chief Information Officer

**Approved as to form for Assignor:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

PSERN OPERATOR  
a public nonprofit corporation organized under Chapter 24.06 RCW

By: \_\_\_\_\_  
Name: Michael Webb  
Title: Executive Director, PSERN Operator

**Approved as to form for Assignee:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**

**LIST OF ASSIGNED PSERN AGREEMENTS  
(copy of PSERN Asset Transfer Agreement Exhibit A-2)**

**EXHIBIT A-2**

**LIST OF PSERN AGREEMENTS**

**PSERN Transfer Agreement, Exhibit A2: Non-Lease PSERN Project Agreements**

**1) Contracts**

Type	Contractor/Vendor	Contract No.	Exp Date	Note
Construction	Steelhead Communications, Inc.	C01325C18	12/31/2022	Deception Creek Site Improvements
Warranty	Steelhead Communications, Inc.	C01325C18	7/28/2022 - except ice bridge work	Deception Creek Site Improvements. Work still occurring. Contract 1 year from substantial completion of contract which occurred July 28, 2021, except ice bridge work warranty is 1 year after King County final acceptance of work which has not occurred yet.
Warranty	Convault	NA	11/24/2022 for completed work. TBD for new tank, ice bridge & generator shelter.	warranty on the Convault tank at Deception Creek is a 2 year manufacturer warranty. A new tank is being installed on 11/21/22, so that means the 2 year manufacturer warranty will expire on 11/24/22. The ice bridge at the site has a 1 year warranty which begins when the site reaches final acceptance. We don't have a date yet for final acceptance but our best guess is August 2023. The generator shelter will also have a 1 year warranty but we don't know at this time when it will be completed because that work hasn't begun yet.
Goods & Services	Cummins, Inc	6236076	3/16/2023	Generator Maintenance at Skykomish (HWY 2 Site)
Agreement	WSDoT	6236583	No expiration date	WSDOT agreement for Snoqualmie power. Either party can terminate based on certain stipulations. It's assignable. Not tied to a lease.
A&E	Odelia Pacific Corp	E00312E13	12/5/2022	
Technical/ Professional Services	Stantec	5522033	60 days after FSA	
Goods & Services	Fire Protection Services	5920459	10/31/2022	Universal KC Contract, may be extended, procurement underway
Goods & Services	Televate LLC	6163203	12/31/2022	PSERN Coverage Testing
Goods & Services	Legacy Telecommunications, Inc	5925592	12/31/2022	Universal KC Contract, Generator Maintenance may be extended
Goods & Services	Tektronix	KC000391	12/21/2026	No \$\$ left on contract, Radio Testing Equipment
Goods & Services	Commercial Fire Protection	6304119	7/30/2023	DES Piggyback #03115 Fire suppression maintenance
Goods & Services	Key Mechanical (HVAC)	6002920	3/1/2023	Universal KC Contract
Goods & Services	KBT Distributing	6301829	12/31/2023	DES Piggyback #08721 Fuel for sites
Goods & Services	NW Tower	6337277	6/30/2023	DES Piggyback #00517 Radio tower analysis, inspection and other services
Goods & Services	Motorola Solutions, Inc	5729347	12/14/2034	System Vendor with certain For warranties. Also, MSI also has leases that have to be assigned to the Operator but they are part of MSI contract.
Interagency Agreement	Tacoma Water (TPU) and King County	NA		Power for McDonald Radio Site
Fiber Agreement	City of Seattle	Agreement #33	NA	agreement contains wording transferring the ownership to the Operator. Sharing of Fiber Optic Installation Projects. Allows PSERN to use fiber.

**2) Federal Communications Commission (FCC) licenses** - agreements to operate FCC allocated spectrum by the PSERN system.  
(95 separate FCC licenses; further information available on request from PSERN Project staff or PSERN Operator staff)

**3) DAS Frequency Rebroadcast Agreements** - agreements required by the FCC allowing owners of buildings with distributed antenna systems (DAS) to boost the PSERN signal inside of buildings to enhance first responder communications.  
(See attached list on page 3 of this exhibit)

**4) Interlocal Agreements (ILAs) & Memorandum of Understanding (MOU)**

- 1) Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement
- 2) Memorandum of agreement relating to the ownership, governance and management of the Puget Sound emergency radio network after construction.
- 3) Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement

**5) Radio End User Service Level Agreements (SLAs) with (113 Parent) Agencies & (11 Parent) Dispatch Centers SLA Agreements:**

- Radio End User Dispatch Center SLA City of Bothell PD
- Radio End User Dispatch Center SLA City of Issaquah PD
- Radio End User Dispatch Center SLA KC Dep't of Adult and Juvenile Detention
- Radio End User Dispatch Center SLA Redmond
- Radio End User Dispatch Center SLA Norcom
- Radio End User Dispatch Center SLA Sound Transit
- Radio End User Dispatch Center SLA University of WA PD
- Radio End User Dispatch Center SLA City of Enumclaw PD
- Radio End User Dispatch Center SLA KC SO
- Radio End User Dispatch Center SLA Valley Com
- Radio End User Dispatch Center SLA City of Seattle
- Radio End user SLA Airlift Northwest
- Radio End user SLA Algona PD
- Radio End user SLA Bloodworks Northwest
- Radio End user SLA Cedar River
- Radio End user SLA Catholic Health Initiatives
- Radio End user SLA City of Auburn
- Radio End user SLA City of Bellevue
- Radio End user SLA City of Black Diamond
- Radio End user SLA City of Bothell PD
- Radio End user SLA City of Burien
- Radio End user SLA City of Carnation
- Radio End user SLA City of Covington
- Radio End user SLA City of Des Moines
- Radio End user SLA City of Duvall
- Radio End user SLA City of Enumclaw PD
- Radio End user SLA City of Federal Way
- Radio End user SLA City of Issaquah PD
- Radio End user SLA City of Kenmore
- Radio End user SLA City of Kirkland
- Radio End user SLA City of Maple Valley
- Radio End user SLA Cit of Medina
- Radio End user SLA City of Mercer
- Radio End user SLA City of Newcastle
- Radio End user SLA City of Normand Park PD
- Radio End user SLA City of Pacific PD
- Radio End user SLA City of Redmond
- Radio End user SLA City of Renton
- Radio End user SLA City of Sammamish
- Radio End user SLA City of SeaTac
- Radio End user SLA City of Seattle

Radio End user SLA	City of Shoreline
Radio End user SLA	City of Snoqualmie
Radio End user SLA	City of Tukwila
Radio End user SLA	City of Woodinville
Radio End user SLA	City of Kent
Radio End user SLA	Clyde Hill PD
Radio End user SLA	Covington Water District
Radio End user SLA	Eastside Fire and Rescue
Radio End user SLA	Enumclaw Fire Dept
Radio End user SLA	Enumclaw School District
Radio End user SLA	Evergreen Health
Radio End user SLA	Bellevue School District
Radio End user SLA	Centrio Energy
Radio End user SLA	KCFD 50
Radio End user SLA	KC Council
Radio End user SLA	Seattle Housing Authority
Radio End user SLA	Seattle School District
Radio End user SLA	Snoqualmie Tribe
Radio End user SLA	VA hospital
Radio End user SLA	Water District 90
Radio End user SLA	Fairfax Behavioral Health
Radio End user SLA	Federal Way Public Schools
Radio End user SLA	Harborview Medical Center
Radio End user SLA	Highline School District
Radio End user SLA	Highline Water District
Radio End user SLA	Issaquah School District
Radio End user SLA	Kaiser
Radio End user SLA	KC Fire District 20
Radio End user SLA	KC Fire District 2
Radio End user SLA	KC Fire District 27
Radio End user SLA	KC Fire District 45 Duvall
Radio End user SLA	KCIT
Radio End user SLA	KCIT w/ KCSO
Radio End user SLA	KCIT w/ KCSO and Council
Radio End user SLA	KCSO
Radio End user SLA	Kent School District
Radio End user SLA	KC Fire District 44 Mountain View
Radio End user SLA	KC Fire District 47
Radio End user SLA	KC Fire District 49
Radio End user SLA	KC Water District 20
Radio End user SLA	Lake Forest Park
Radio End user SLA	Mercer Island School District
Radio End user SLA	Midway Sewer
Radio End user SLA	MultiCare
Radio End user SLA	Navos
Radio End user SLA	NORCOM
Radio End user SLA	North City Water District
Radio End user SLA	Northeast Sammamish Sewer and water
Radio End user SLA	Northshore Fire District
Radio End user SLA	Northshore School District
Radio End user SLA	Northshore Utility District
Radio End user SLA	Northwest Healthcare Response Network
Radio End user SLA	Overlake Hospital Medical Center
Radio End user SLA	Puget Sound Regional Fire Authority
Radio End user SLA	Renton Regional Fire Authority
Radio End user SLA	Renton School District
Radio End user SLA	Riverview School District
Radio End user SLA	Sammamish Plateau Sewer and water
Radio End user SLA	SCORE
Radio End user SLA	Seattle Cancer Care Alliance
Radio End user SLA	Seattle Children's Hospital
Radio End user SLA	Shoreline Fire Dept
Radio End user SLA	Snoqualmie Pass Fire and Rescue
Radio End user SLA	Snoqualmie Valley Hospital
Radio End user SLA	Soos Creek Water & Sewer
Radio End user SLA	Sound Transit Light Rail
Radio End user SLA	Sound Transit Safety and Security
Radio End user SLA	South King Fire & Rescue
Radio End user SLA	Swedish Medical
Radio End user SLA	Tahoma School District
Radio End user SLA	Tri-Med
Radio End user SLA	UW Emergency Management
Radio End user SLA	UW medicine
Radio End user SLA	UW PD
Radio End user SLA	Valley Communications Center
Radio End user SLA	Valley Medical Center
Radio End user SLA	Valley Regional Fire Authority
Radio End user SLA	Valley View Sewer District
Radio End user SLA	Vashon Island Fire & Rescue
Radio End user SLA	Virginia Mason
Radio End user SLA	Virginia Mason Franciscan Health
Radio End user SLA	WA DOH
Radio End user SLA	Woodinville Fire & Rescue

## Executed Rebroadcast Agreements

<b>Company or Building Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>ZIP</b>
Bothell Fire Station 45	1608 217th I	Bothell	WA	98021
Sound Transit Angle Lake SO0 Sigr	47°26'35.00	SeaTac	WA	98188
Sound Transit Angle Lake SO1 Sigr	47°25'25.80	SeaTac	WA	98188
Artix	400 Queen A	Seattle	WA	98109
Clark Children and Family Justice C	1211 E Alder	Seattle	WA	98122
Climate Pledge Arena	334 1st Ave	Seattle	WA	98109
King County Correctional Facility	500 5th Ave	Seattle	WA	98104
King County Court House	516 3rd Ave	Seattle	WA	98104
King Street Center	201 S. Jacksc	Seattle	WA	98104
Lumen Field	800 Occiden	Seattle	WA	98134
Roystone Apartments	631 Queen A	Seattle	WA	98109
Sound Transit - Northgate Station	47°42'11.88	Seattle	WA	98125
Sound Transit N11 North TPSS anc	47°41'59.75	Seattle	WA	98115
The Rise on Madison	1400 Madisc	Seattle	WA	98104
UW Medical Center	1959 NE PAC	Seattle	WA	98195
WSDOT: SR99 Tunnel, North Ops I	330 6th Ave	Seattle	WA	98109



## Executed Rebroadcast Agreements

<b>Company or Building Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>ZIP</b>
Bothell Fire Station 45	1608 217th I	Bothell	WA	98021
Sound Transit Angle Lake SO0 Sigr	47°26'35.00	SeaTac	WA	98188
Sound Transit Angle Lake SO1 Sigr	47°25'25.80	SeaTac	WA	98188
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King Street Center	201 S. Jacksc	Seattle	WA	98104
Lumen Field	800 Occiden	Seattle	WA	98134
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UW Medical Center	1959 NE PAC	Seattle	WA	98195
WSDOT: SR99 Tunnel, North Ops I	330 6th Ave	Seattle	WA	98109

**EXHIBIT B-1**

**FORM OF ASSIGNMENT OF PSERN LEASES**

**EXHIBIT B-1**

**ASSIGNMENT AND ASSUMPTION OF LEASE[S]**

*[[With landlord consent if required]]*

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this “**Assignment**”) is made and entered into by and between **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (“**Assignor**”), and the **PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**, a governmental agency created pursuant to RCW 39.34.030(3)(b) and organized as a nonprofit corporation under chapter 24.06 RCW (“**Assignee**”) *[[ , and (INSERT LANDLORD NAME), a (INSERT LANDLORD FORM OF ENTITY) (“Landlord”).]]* Assignor and Assignee *[[and Landlord]]* are also referred to herein individually as a “Party” and collectively as the “Parties.” This Assignment shall be effective as of the Closing Date as that term is defined in in that certain PSERN Asset Transfer Agreement (the “Agreement”) executed by and between Assignor and Assignee and on file with them.

**RECITALS**

A. Assignor is the lessee under those certain communication site leases listed in Exhibit A attached hereto for the premises (collectively, the “Leased Premises”) and for the terms more particularly described in each of those leases (collectively, the “Leases”). *[[Assignor and Landlord are parties to that certain communication site lease dated \_\_\_\_\_ (the “Lease”) for the premises located at \_\_\_\_\_, as more particularly described in the Lease, King County Lease # \_\_\_\_\_, (the “Leased Premises”).]]*

B. Agreement Section 1.2 calls for the County to assign to the PSERN Operator and for the PSERN Operator to accept from the County on the Closing Date all of the County’s rights and responsibilities to those certain leases and other instruments identified in Exhibits B-2 and B-3 to the Agreement, including the Lease[s] that are [is] the subject of this Assignment.

C. In furtherance of the Agreement, Assignor desires to assign and transfer all of Assignor's right, title and interest in, to and under the Lease[s] upon the terms hereinafter set forth; and Assignee desires to accept such assignment and transfer and to assume all of Assignor's obligations and liabilities under and with respect to the Lease[s] upon the terms hereinafter set forth.

D. Assignor has separately provided to Assignee copies of the executed leases that are listed in Exhibit A and that are being assigned through this Assignment. *[[A copy of the executed lease being assigned is attached as Exhibit A to this Assignment.]]*

E. *[[Landlord desires to consent to such assignment and transfer upon the terms hereinafter set forth.]]*

**AGREEMENT**

In furtherance of the Recitals set forth above, which are incorporated herein by reference, and in consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties acknowledge and agree to the following:

1. As of the Closing Date, Assignor hereby assigns and transfers to Assignee all of Assignor’s rights, obligations, title and interest in, to and under the Lease[s], to have and to hold the same unto Assignee, its successors and assigns forever, subject to the terms, covenants and conditions

contained in the Lease[s].

2. *[[Where LL consent not required: Assignee acknowledges that it has received the copies of the executed Leases delivered by Assignor as stated in Recital D.]]* Assignee for itself and its successors and assigns hereby accepts the assignment and transfer of the Lease[s] from Assignor and hereby assumes and agrees to observe and perform all the obligations, terms, covenants and conditions of *[each and every one of]* the Lease[s] to be observed or performed by the lessee thereunder from and after the Closing Date, and Assignee hereby assumes all duties, liabilities and obligations arising out of or relating to *[each and every one of]* the Lease[s] or arising out of the acts or events occurring or conditions existing with respect to *[each and every one of]* the Lease[s] from and after the Closing Date.

3. Assignee will indemnify, defend, and hold Assignor and its affiliates, agents, directors, officers, and employees (the “**Assignor Parties**”) harmless from and against any and all claims brought against, or damages or incurred by, the Assignor Parties in connection with any act, omission, or obligation of Assignee or its employees, agents, contractors, and consultants (the “**Assignee Parties**”), arising or accruing in connection with this Assignment, or arising out of or related to Assignee’s obligations as lessee under *[each and every one of]* the Lease[s] and committed or alleged to have been committed on or after the Closing Date.

4. This Assignment shall be binding upon and shall inure to the benefit of and shall be enforceable by the Parties hereto and their respective successors and assigns. In addition to the foregoing, Assignee acknowledges, on its behalf and on behalf of its successors and assigns, that the provisions hereof inure to the benefit of and are enforceable by each of the other respective parties to each of the respective instruments comprising the Lease[s] and their respective successors and assigns.

5. This Assignment, together with the Agreement, constitute the entire, full and complete agreement concerning the assignment and assumption of the Lease[s] and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements regarding the same. There are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, relating to the assignment other than those set forth in this Assignment and the Agreement. No obligations or duties that contradict or are inconsistent with the express terms of this Assignment may be implied into this Assignment. If there is any conflict or inconsistency between the Agreement and this Assignment as to the identity of the lease[s] being assigned through this Assignment, then this Assignment shall control. If there is any conflict or inconsistency between the Agreement and this Assignment as to any other matter addressed in the Agreement, then the Agreement shall control.

6. This Assignment may be executed in one or more counterparts, any one of which need not contain the signature of more than one Party, and all of which taken together shall constitute one and the same Assignment. This Assignment may be accepted and signed in electronic form (e.g. by an electronic or digital signature or other means of demonstrating assent) and each Party’s electronic acceptance and signature will be deemed binding between the Parties.

7. This Assignment shall be construed according to the laws of the State of Washington, without giving effect to its conflicts of law rules or choice of law provisions.

8. Each Party hereto represents and warrants that the person executing this Assignment on behalf of said Party has the authority to execute this Assignment and to bind the Party for which such person so executes this Assignment.

9. *[[Pursuant to Section \_\_\_ of the Lease, Landlord hereby consents to such assignment and transfer of the Lease from Assignor to Assignee and to such assumption by Assignee, as provided in this Assignment and in the Lease. Provided further, and as set forth in Section \_\_\_ of the Lease, Landlord forever releases and discharges Assignor from all duties, obligations and liabilities as Lessee under the*

*Lease to the extent that such duties, obligations and liabilities arise on or after the Closing Date.]]*

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Assignment as of the latest date and year set forth below.

**ASSIGNOR:**

KING COUNTY, a home rule charter county and political subdivision of the State of Washington

By: \_\_\_\_\_  
Name: Anthony O. Wright  
Title: Director, Facilities Management Division

**Approved as to form for Assignor:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

PSERN OPERATOR  
a public nonprofit corporation organized under Chapter 24.06 RCW

By: \_\_\_\_\_  
Name: Michael Webb  
Title: Executive Director, PSERN Operator

**Approved as to form for Assignee:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

***[[LANDLORD:***

*NAME*  
*ENTITY TYPE*

*By: \_\_\_\_\_*  
*Name: \_\_\_\_\_*  
*Title: \_\_\_\_\_*

***Approved as to form for Landlord:***

*By: \_\_\_\_\_*  
*Name: \_\_\_\_\_*  
*Title: \_\_\_\_\_*

*]] \_\_\_\_\_*

**ASSIGNOR/KING COUNTY**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of KING COUNTY, a home rule charter county and political subdivision of the State of Washington, to be the free and voluntary act of such county for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Print Name \_\_\_\_\_  
My appointment expires \_\_\_\_\_

(Seal or Stamp)

**ASSIGNEE/PSERN OPERATOR**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the PSERN OPERATOR, a public nonprofit corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Print Name \_\_\_\_\_  
My appointment expires \_\_\_\_\_

(Seal or Stamp)

[[LANDLORD]]

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the \_\_\_\_\_, a \_\_\_\_\_, to be the free and voluntary act of such \_\_\_\_\_ for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Print Name \_\_\_\_\_  
My appointment expires \_\_\_\_\_

(Seal or Stamp)



**EXHIBIT A**

**For the set of leases not requiring landlord consent – LIST OF ASSIGNED LEASES  
(copy of PSERN Asset Transfer Agreement Exhibit B-2)**

**For each lease requiring landlord consent – COPY OF EXECUTED LEASE  
(leases listed in PSERN Asset Transfer Agreement B-3)**

**EXHIBIT B-2**

**LIST OF PSERN LEASES NOT REQUIRING LANDLORD CONSENT TO ASSIGN**

**King County Transfer Agreement****Leases Not Requiring Landlord Consent to Assign****EXHIBIT B-2**

10-18-2022

Site Name	Address	City	Landlord	Site Parcel #	Current Term	Renewal Options	
						# of Renewal Options	Renewal Term (Years)
Bandera	Bandera State Park, Tinkham Road	North Bend	Washington State Parks and Recreation Commission	1622109010	20	0	N/A
Bellevue City Hall	450 110th Ave. NE	Bellevue	City of Bellevue	3225059199	10	4	5
Bellevue Station 9	12412 Newcastle Way	Bellevue	City of Bellevue	1951820080	25	3	5
Cambridge	3300 South 264th Street	Kent	City of Kent	2722049157	25	0	N/A
Cambridge - Access Easement	3300 South 264th Street	Kent	Puget Sound Regional Fire Authority	2722049014	25 (Concurrent with KC Cambridge Lease with City of Kent)	N/A	N/A
Capitol Hill	1729 East Madison Street	Seattle	Cascade Public Media (KCTS)	7234601065; 7234601070	25	3	5
Clearview - Sublease	8010 180th Street SE	Snohomish	Snohomish County 911	27051400106200	25	3	5
Cougar Mountain - WSDOT Tower	18201 Southeast Cougar Mountain Drive	Issaquah	Washington State Department of Transportation	3024069017	5 (Concurrent with WSDOT Prime Lease)	Unlimited	5
CRISTA - Original Lease	19303 Fremont Avenue North (aka 19301 Kings Garden Drive North)	Seattle	CRISTA Ministries	0626049164	10	0	0
CRISTA - New Lease	19301 Kings Garden Drive North	Shoreline	CRISTA Ministries	0626049164	18	3	5
Deer Creek	No Property Address (NW1/4 of Sec.18, T27N, R10E, W.M.)		State of Washington, Department of Natural Resources	27101800100100	25	1	1
East Tiger	No Property Address	Issaquah	State of Washington, Department of Natural Resources	0823079001	25	1	1
Education Hill	10365 172nd Avenue NE	Redmond	City of Redmond	3626059031	25	3	5
Federal Way	3203 South 360th	Auburn	South King Fire and Rescue	2721049034	25	3	5
Grass Mountain - DNR Ground	No Property Address (Site is in NE1/4 of SW1/4 of Sec. 21, T.20N, R.8E, W.M.)	N/A	State of Washington, Department of Natural Resources	2120089018	25	1	1
Hyak	No Property Address (parcel is on southwest corner of intersection of I-90 East and NF-906)	Snoqualmie Pass	Washington State Department of Transportation	028335	10	2	10
Kent Repeater	12523 SE 286th Place	Auburn	City of Kent	3322059177	25	0	N/A
King Lake	King Lake Road	Monroe	Washington State Patrol	27072100300100	13 yrs, 10 mos, 15 days (Concurrent with WSP Prime Lease Current Term)	0	N/A
McDonald	36500 SE 295th St.	Ravensdale	State of Washington, Department of Natural Resources	0121079001	20	3	10
McDonald - Access & Utility Easement	No Property Address (See Site Parcel #'s)	Ravensdale	Mariani LLC	032107-9036-04; 032107-9041-07; 032107-9045-03	Perpetual	N/A	N/A
Northeast	8526 Roosevelt Way NE	Seattle	The City of Seattle, Department of Finance and Administrative Services	5100400231	25	0	N/A
Norway Hill	16206 104th Avenue NE	Bothell	City of Bothell	5690500065	25	3	5
Olallie	No Property Address (Public ROW southwest of I-90 & north of SE Homestead Valley Road, in King County)	N/A	Washington State Department of Transportation	No Parcel # (public right-of-way)	10	2	10
Preston	5535 308th Ave SE	Issaquah	State of Washington, Department of Natural Resources	2024079004	25	1	1
Renton City Hall	1055 S. Grady Way	Renton	City of Renton	1723059023	25	0	N/A
Skyway	6805 South 124th Street	Seattle	Skyway Water & Sewer District	7812801870	25	3	5
Stampede Pass	2856 FS Road 4100-126	Easton	KITTCOM (Kittitas County 9-1-1)	448834	25	3	5
Suquamish	22063 Dewberry Road NE	Indianola	Squamish tribe of the Port Madison Indian Reservation	2926089004	25	1	<25
Swan	39025 NE North Fork Road	Duvall	The City of Seattle, Seattle Public Utilities Department	2926089004	25	3	5
Tacoma	5225 Tower Drive NE	Tacoma	City of Tacoma	0321153026	30	2	5
Tinkham	56500 Tinkham Road	North Bend	Washington State Department of Transportation	0622109011	10	2	10

Site Name	Address	City	Landlord	Site Parcel #	Current Term	Renewal Options	
						# of Renewal Options	Renewal Term (Years)
Valley Communications Center	27519 108th Ave. SE	Kent	Valley Communications Center	3222059195	7 Yrs, 10 Mos, 14 Days	0	0
West Seattle	6900 36th Ave SW	Seattle	The City of Seattle, Department of Finance and Administrative Services	2489200285	25	3	5
West Tiger	10812 279th Ave. SE	Issaquah	State of Washington, Department of Natural Resources	0623079002	25	1	1

**EXHIBIT B-3**

**LIST OF PERN LEASES REQUIRING LANDLORD CONSENT TO ASSIGN**

**King County Transfer Agreement**  
**Leases Requiring Landlord Consent to Assign**  
**EXHIBIT B-3**  
**10/18/2022**

Site Name	Address	City	Landlord	Site Parcel #	Current Term (Years)	# of Renewal Options	Renewal Term (Years)
Cougar Mountain - USACE Ground	18201 Southeast Cougar Mountain Drive	Issaquah	United States of America, Secretary of the Army	3024069017	5	0	N/A
Grass Mountain - FAA Shelter	No Property Address (Site is NW of SE Enumclaw Chinook Pass Road, in King County)	N/A	Federal Aviation Administration	2120089018	Approx. 20 (expires concurrently with KC's Ground Lease with DNR)	0	N/A
Three Lakes (MLA/SLA)	21933 89th Street SE	Monroe	Public Utility District No. 1 of Snohomish County	29073300200700	4 yrs, 5 mos, 5 days	2	5

**EXHIBIT C-1**

**LIST OF COUNTY LEASES AND SUBLEASES NOT COVERED BY TRANSFER  
AGREEMENT**

**King County Transfer Agreement**  
**Leases & Subleases Not Covered By Transfer Agreement**  
**EXHIBIT C-1**  
**4/18/2023**

Site Name	Address	City	Landlord	Site Parcel #	Term (Years)	# Of Renewal Options	Renewal Term (Years)	Authorizing Ordinance
<b>Rattlesnake*</b>	14600 Rattlesnake Road SE	Snoqualmie	King County	2023089021	20	2	5	19510
<b>RCECC*</b>	3511 NE 2nd Street	Renton	King County	1623059138	20	2	5	19505
<b>Ring Hill*</b>	22705 NE Old Woodinville-Duvall Road	Woodinville	King County	0926069015; 1026069007	20	2	5	19504
<b>Squak Mountain*</b>	10900 Squak Mountain Road South	Issaquah	King County	0423069017	20	2	5	19512
<b>Top Hat*</b>	206 SW 112th Street	Seattle	King County	623049375	20	2	5	19511
<b>West Seattle**</b>	6900 36th Ave SW	Seattle	PSERN Operator	2489200285	20	2	5	19586
<b>Skyway**</b>	6805 South 124th Street	Seattle	PSERN Operator	7812801870	20	2	5	19588

\*Leases from King County to PSERN are not exempt from Council approval under K.C.C. 4A.100. and required Council approval under K.C.C. 4.56.190.

\*\*Subleases from PSERN to King County are not exempt from Council approval under K.C.C. 4A.100. and required Council approval under K.C.C. 4A.100.070.D.4.a.



**EXHIBIT C-2**

**LIST OF NON-TRANSFERABLE USFS LEASES AND OTHER NON-TRANSFERABLE  
REAL-PROPERTY LICENSES AND PERMITS**

**King County Transfer Agreement****Nontransferable USFS Leases & Other Non-Transferable Real Property Licenses & Permits****EXHIBIT C-2****10-18-2022**

Site Name	Type of Agreement	Address	City	Landlord	Site Parcel #
<b>Cougar Mountain</b>	Special Use Permit - Access	Cougar Mountain Regional Wildland Park	Issaquah	King County, Facilities Management Division, Permit Section	2524059001; 3024069025
<b>Cowboy Mountain</b>	Lease	No Property Address (Site is located above the Skyline Express ski lift at Stevens Pass Ski Resort)	N/A	United States of America, Forest Service, Department of Agriculture	2326139020
<b>Deception Creek</b>	Lease	No Property Address (Site is south of Hwy 2, off of FSR 6000-820)	N/A	United States of America, Forest Service, Department of Agriculture	3026139009
<b>HWY 2 West</b>	Lease	No Property Address (Site is north of Hwy 2, off of FSR 6066, before reaching Jennifer Dunn and Beckler Peak Trailheads)	N/A	United States of America, Forest Service, Department of Agriculture	2126129001
<b>I-90 Repeater</b>	Lease	No Property Address (access to the Site will be via helicopter)	N/A	United States of America, Forest Service, Department of Agriculture	0122099003; 0122099013
<b>Maloney</b>	Lease	No Property Address (Site is south of Hwy 2, from County Foss River Road, FSR 68, then FSR 6800-710)	N/A	United States of America, Forest Service, Department of Agriculture	3626119001
<b>Scenic</b>	Lease	No Property Address (Site is south of Hwy 2, off of FSR 6000-840, adjacent to a BNSF RR ROW)	N/A	United States of America, Forest Service, Department of Agriculture	2826139001
<b>Snoqualmie Pass</b>	Lease	Summit West Ski Area	North Bend	United States of America, Forest Service, Department of Agriculture	0522119037
<b>Sobieski</b>	Lease	8800 FSR 68, RD 102	Skykomish	United States of America, Forest Service, Department of Agriculture	1225119002
<b>Sobieski</b>	Permit - Powerline	No Property Address	Skykomish	United States of America, Forest Service, Department of Agriculture	1225119002; 1225119001; 0125119001; 3626119001
<b>Stevens Pass</b>	Lease	No Property Address (Site is southwest of Skyline Ridge Road (FSR 6000-920), which leads to Stevens Pass Ski Resort parking lots C & D, north of Hwy 2)	N/A	United States of America, Forest Service, Department of Agriculture	1426139001
<b>Wellington</b>	Lease	No Property Address (Site is on west side of Tye Rd, northeast of the Wellington Trailhead, north of Hwy2 & west of Stevens Pass)	N/A	United States of America, Forest Service, Department of Agriculture	1526139006
<b>Wellington</b>	Permit - Powerline	Approx. 2.80 acres in portions of Sec.10, 14 & 15, T26N, R13E, W.M.	N/A	United States of America, Forest Service, Department of Agriculture	Reference Permit Appendix A

**EXHIBIT D-1**

**FORM OF BILL OF SALE FOR SITE-SPECIFIC PHYSICAL ASSETS**

## Exhibit D-1

### Form of Bill of Sale for Site-Specific Physical Assets

THIS BILL OF SALE (the “Bill of Sale”) is made by and between KING COUNTY, a home rule charter county and political subdivision of the State of Washington (“Seller”) to and in favor of the **PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**, a governmental agency created pursuant to RCW 39.34.030(3)(b) and organized as a nonprofit corporation under chapter 24.06 RCW (“Buyer”). The County and the PSERN Operator are also referred to herein individually as a “Party” or collectively as “Parties.” This Agreement shall be effective as of the Closing Date as defined in the PSERN Asset Transfer Agreement (the “Effective Date”).

### RECITALS

A. By King County Ordinance \_\_\_\_\_ and PSERN Operator Board Resolution \_\_\_\_\_, the Metropolitan King County Council and the PSERN Operator Board authorized the transfer of the PSERN system assets and related equipment and appurtenances from Seller to Buyer, all as more fully as set forth in the PSERN Asset Transfer Agreement attached to such ordinance and resolution (the “Agreement”).

B. In pertinent part, Section 1.3.1 of the Agreement states that “[t]he County shall transfer, convey, or assign to the PSERN Operator ... and the PSERN Operator shall accept from the County ... all of the County’s rights and responsibilities to the equipment, fixtures, and other physical assets located at each Lease site by bill of sale ...”

C. In furtherance of the Agreement, and consistent with Section 1.3.1 of the Agreement, Seller desires to sell, assign, convey, transfer and deliver to Buyer all of the equipment, fixtures, and other physical assets located at each leased PSERN site, including the personal property described in **Exhibit D-2** attached hereto (collectively, the “Site-Specific Physical Assets”); and Buyer desires to accept the same.

D. Consistent with Agreement Section 1.3.1, and to implement the Agreement and to effectuate the transfer of the PSERN system from King County to the PSERN Operator, Buyer and Seller do each desire to enter into this Bill of Sale on the terms and conditions set forth herein.

NOW, THEREFORE, Buyer and Seller do hereby agree as follows.

### CONVEYANCE

1. For good and valuable consideration as set forth in the Agreement, and in furtherance of the Agreement, Seller hereby sells, assigns, conveys, transfers, and delivers to the Buyer all of the Site-Specific Physical Assets, including the Site-Specific Physical Assets listed in **Attachment 1** attached hereto, and transfers to Buyer and its successors and assigns, all of

Seller's right, title and interest in and to all of the Site-Specific Physical Assets, in "as is, where is" condition, without recourse to Seller and without representation or warranty of any kind, whether written or verbal, except as may be otherwise provided in the Agreement; and Buyer hereby accepts the same.

2. If necessary, Seller and Buyer shall cooperate and coordinate in good faith to timely execute such additional documentation and take any other steps required to formally complete the transfer of any Site-Specific Physical Assets elements listed in **Attachment 1** attached hereto, such as transfer of title, etc.
3. If, after the Closing Date (as defined in the Agreement), either Party identifies one or more significant site-specific physical assets not listed in **Attachment 1** that the County intended to transfer to the PSERN Operator as of the Closing Date, then the Parties shall promptly execute a supplemental bill of sale substantially in the form of this Bill of Sale to transfer, convey, or assign such additional assets from the County to the PSERN Operator as soon as reasonably practicable.
4. This Bill of Sale shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns.
5. The individuals signing this Bill of Sale on behalf of Seller and Buyer hereby represent that they have the full legal power, authority and right to execute, deliver and perform the obligations under this Bill of Sale on behalf of their respective entities, that this Bill of Sale has been duly authorized by all requisite actions of Seller and Buyer, respectively, and that no remaining action or third party action is required on behalf of Seller or Buyer to make this Bill of Sale binding upon Seller and Buyer.
6. This Bill of Sale is in addition to, and in furtherance of, the Agreement. If there is any conflict or ambiguity between the Agreement and this Bill of Sale regarding the disposal of the Site-Specific Physical Assets, then this Bill of Sale shall control. As regards all other matters pertaining to the PSERN system transfer, the Agreement shall control.
7. This Bill of Sale may be executed and delivered in counterparts, as a PDF file delivered by email, or as a facsimile copy, and each counterpart so executed and delivered is original, and such counterparts together shall constitute but one and the same instrument. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any executed signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it such additional executed signature pages.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale effective as of the Closing Date as defined in the Agreement.

**SELLER**

**BUYER**

**KING COUNTY**

**PSERN OPERATOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Megan Clarke

Print Name: Michael Webb

Title: King County Chief Information Officer

Title: PSERN Operator Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Bill of Sale Attachment 1**

**Non-Exhaustive List of Site-Specific Physical Assets**

**(Copy of PSERN Asset Transfer Agreement Exhibit D-2)**

**EXHIBIT D-2**

**NON-EXHAUSTIVE LIST OF SITE-SPECIFIC PHYSICAL ASSETS**



	A	B	C	D	E	F	G	H	I
1	Site Name	Shelter	Tower	Fuel tank	Generator	LMR antennas	Microwave antenna	Battery plant	Equipment Racks
2	Bandera		X				X		0
3	Bellevue City Hall					X	X	X	5
4	Bellevue Station 9	X	X	X	X	X	X	X	6
5	Cambridge	X	X	X	X	X	X	X	6
6	Capitol Hill					X	X	X	17
7	Clearview						X		1
8	Cougar Mountain	X	X	X	X	X	X	X	5
9	Cowboy Mountain	X	X	X	X	X	X	X	5
10	CRISTA	X				X	X	X	6
11	Deception Creek	X	X	X	X	X	X	X	5
12	Deer Creek	X	X	X	X		X	X	3
13	East Tiger	X	X	X	X	X	X	X	6
14	Education Hill	X	X	X	X	X	X	X	6
15	Federal Way	X	X	X	X	X	X	X	6
16	Grass Mountain	X	X	X	X	X	X	X	5
17	HWY 2 West		X				X		0
18	Hyak						X	X	2
19	I-90 Repeater		X				X		0
20	Tacoma (Formerly Indian Hill)			X		X	X	X	6
21	Kent Repeater	X	X	X	X		X	X	2
22	King Lake	X	X	X		X	X	X	6
23	Maloney	X	X	X	X	X	X	X	5
24	McDonald	X	X	X	X	X	X	X	6
25	Northeast					X	X		5
26	Norway Hill	X	X	X	X	X	X	X	6
27	Olallie	X	X	X	X	X	X	X	5
28	Preston	X	X	X	X		X	X	2
29	Rattlesnake	X		X	X	X	X	X	7
30	RCECC						X	X	19
31	Renton City Hall					X	X	X	5
32	Ring Hill	X	X	X	X	X	X	X	6
33	Scenic	X	X	X	X	X	X	X	5
34	Skyway	X	X	X	X	X	X	X	6
35	Snoqualmie Pass	X	X	X	X	X	X	X	5
36	Sobieski	X	X	X	X	X	X	X	7
37	Squak Mountain					X	X	X	7



**EXHIBIT E-1**

**FORM OF ASSIGNMENT OF SITE-SPECIFIC THIRD-PARTY SUBLEASES,  
LICENSES, AND OTHER AGREEMENTS**

## EXHIBIT E-1

### ASSIGNMENT AND ASSUMPTION OF SITE-SPECIFIC THIRD-PARTY SUBLEASES, LICENSES, PERMITS, AND OTHER AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF SITE-SPECIFIC THIRD-PARTY SUBLEASES, LICENSES, PERMITS, AND OTHER AGREEMENTS (this “**Assignment**”) is made and entered into by and between **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (“**Assignor**”), and the **PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**, a governmental agency created pursuant to RCW 39.34.030(3)(b) and organized as a nonprofit corporation under chapter 24.06 RCW (“**Assignee**”) Assignor and Assignee are also referred to herein individually as a “Party” and collectively as the “Parties.” This Assignment shall be effective as of the Closing Date as that term is defined in in that certain PSERN Asset Transfer Agreement (the “**Agreement**”) executed by and between Assignor and Assignee and on file with them.

### RECITALS

A. Assignor is the sublessor under those certain communication site subleases, licenses, permits, and other agreements listed in Exhibit A attached hereto for the premises (collectively, the “**Leased Premises**”) and for the terms more particularly described in each of those instruments.

B. Agreement Section 1.4.1 calls for the County to assign to the PSERN Operator and for the PSERN Operator to accept from the County on the Closing Date all of the County’s rights and responsibilities in all third-party subleases, licenses, permits, and other agreements relating to each Lease site, including the Subleases identified in Exhibit E-2 to the Agreement, all of which third-party subleases, licenses, permits, and other agreements, are the subject of this Assignment(collectively, the “**Subleases**”).

C. In furtherance of the Agreement, Assignor desires to assign and transfer all of Assignor's right, title and interest in, to and under the Subleases upon the terms hereinafter set forth; and Assignee desires to accept such assignment and transfer and to assume all of Assignor's obligations and liabilities under and with respect to the Subleases upon the terms hereinafter set forth.

D. Assignor has separately provided to Assignee copies of the subleases and other instruments that are listed in Exhibit A and that are being assigned through this Assignment.

### AGREEMENT

In furtherance of the Recitals set forth above, which are incorporated herein by reference, and in consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties acknowledge and agree to the following:

1. As of the Closing Date, Assignor hereby assigns and transfers to Assignee all of Assignor’s rights, obligations, title and interest in, to and under the Subleases, to have and to hold the same unto Assignee, its successors and assigns forever, subject to the terms, covenants and conditions contained in the Subleases.

2. Assignee acknowledges that it has received the copies of the Subleases listed in Exhibit A and delivered by Assignor as stated in Recital D. Assignee for itself and its successors and assigns hereby accepts the assignment and transfer of all of the Subleases from Assignor and hereby assumes and agrees to observe and perform all the obligations, terms, covenants and conditions of each and every one of the

Subleases to be observed or performed by the lessee thereunder from and after the Closing Date, and Assignee hereby assumes all duties, liabilities and obligations of sublessor arising out of or relating to each and every one of the Subleases or arising out of the acts or events occurring or conditions existing with respect to each and every one of the Subleases from and after the Closing Date.

3. Assignee will indemnify, defend, and hold Assignor and its affiliates, agents, directors, officers, and employees (the “**Assignor Parties**”) harmless from and against any and all claims brought against, or damages or incurred by, the Assignor Parties in connection with any act, omission, or obligation of Assignee or its employees, agents, contractors, and consultants (the “**Assignee Parties**”), arising or accruing in connection with this Assignment, or arising out of or related to Assignee’s obligations as sublessor under each and every one of the Subleases and committed or alleged to have been committed on or after the Closing Date.

4. This Assignment shall be binding upon and shall inure to the benefit of and shall be enforceable by the Parties hereto and their respective successors and assigns. In addition to the foregoing, Assignee acknowledges, on its behalf and on behalf of its successors and assigns, that the provisions hereof inure to the benefit of and are enforceable by each of the other respective parties to each of the respective instruments comprising the Subleases and their respective successors and assigns.

5. This Assignment, together with the Agreement, constitute the entire, full and complete agreement concerning the assignment and assumption of the Subleases and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements regarding the same. There are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, relating to the assignment other than those set forth in this Assignment and the Agreement. No obligations or duties that contradict or are inconsistent with the express terms of this Assignment may be implied into this Assignment. If there is any conflict or inconsistency between the Agreement and this Assignment as to the identity of the Subleases being assigned through this Assignment, then this Assignment shall control. If there is any conflict or inconsistency between the Agreement and this Assignment as to any other matter addressed in the Agreement, then the Agreement shall control.

6. This Assignment may be executed in one or more counterparts, any one of which need not contain the signature of more than one Party, and all of which taken together shall constitute one and the same Assignment. This Assignment may be accepted and signed in electronic form (e.g. by an electronic or digital signature or other means of demonstrating assent) and each Party’s electronic acceptance and signature will be deemed binding between the Parties.

7. This Assignment shall be construed according to the laws of the State of Washington, without giving effect to its conflicts of law rules or choice of law provisions.

8. Each Party hereto represents and warrants that the person executing this Assignment on behalf of said Party has the authority to execute this Assignment and to bind the Party for which such person so executes this Assignment.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Assignment as of the latest date and year set forth below.

**ASSIGNOR:**

KING COUNTY, a home rule charter county and political subdivision of the State of Washington

By: \_\_\_\_\_  
Name: Anthony O. Wright  
Title: Director, Facilities Management Division

**Approved as to form for Assignor:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

PSERN OPERATOR  
a public nonprofit corporation organized under Chapter 24.06 RCW

By: \_\_\_\_\_  
Name: Michael Webb  
Title: Executive Director, PSERN Operator

**Approved as to form for Assignee:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

**ASSIGNOR/KING COUNTY**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of KING COUNTY, a home rule charter county and political subdivision of the State of Washington, to be the free and voluntary act of such county for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Print Name \_\_\_\_\_  
My appointment expires \_\_\_\_\_

(Seal or Stamp)

**ASSIGNEE/PSERN OPERATOR**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the PSERN OPERATOR, a public nonprofit corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Print Name \_\_\_\_\_  
My appointment expires \_\_\_\_\_

(Seal or Stamp)

**EXHIBIT A**

**LIST OF ASSIGNED SITE-SPECIFIC THIRD-PARTY SUBLEASES, LICENSES, PERMITS, AND  
OTHER AGREEMENTS**

**(copy of PSERN Asset Transfer Agreement Exhibit E-2)**



**EXHIBIT E-2**

**NON-EXHAUSTIVE LIST OF SITE-SPECIFIC THIRD-PARTY SUBLEASES,  
LICENSES, AND OTHER AGREEMENTS**

**King County Transfer Agreement****King County Third-Party Leases & Subleases to Be Assigned to PSERN Operator****EXHIBIT E-2**

5/9/2023

Site Name	Lease/Sublease Name	Lease/Sublease #	Address	City	Tenant	Current Term (Years)	Renewal Options		
							Renewal Options Only if assigned to PSERN Operator	# of Options	Renewal Term (Years)
Cambridge	Cambridge ValleyCom Sublease	PSERN-12a	3300 South 264th Street	Kent	Valley Communications Center	5	N/A	0	N/A
Cambridge	Cambridge WSDOT Sublease	PSERN-12b	3300 South 264th Street	Kent	Washington State Department of Transportation	5	N/A	0	N/A
Cambridge	Cambridge Port of Seattle Sublease	PSERN-12c	3300 South 264th Street	Kent	Port of Seattle	5	N/A	0	N/A
CRISTA	CRISTA	PSERN-16a	19303 Fremont Ave. N	Shoreline	NORCOM	Expired(5)	N/A	0	N/A
Deer Creek	Deer Creek BPA Sublease	PSERN-39a	No Property Address (NW1/4 of Sec.18, T27N, R10E, W.M.)		United States of America, Department of Energy, Bonneville Power Administration	5	Yes	2	5
Education Hill	NORCOM Education Hill Sublease	PSERN-06a	10365 172ND Avenue NE	Redmond	North East King County Regional Public Safety Communications Agency	5	N/A	0	N/A
Federal Way	Federal Way WSDOT Sublease	PSERN-01a	3203 South 360th	Auburn	Washington State Department of Transportation	5	N/A	0	N/A
Federal Way	Federal Way ValleyCom Sublease	PSERN-01b	3203 South 360th	Auburn	Valley Communications Center	5	N/A	0	N/A
Federal Way	Federal Way AT&T Sublease	PSERN-01d	3204 South 360th	Auburn	AT&T	Expired(5)	N/A	0	N/A
Federal Way	Federal Way FWARC Sublease	PSERN-01g	3205 South 360th	Auburn	Federal Way Amateur Radio Club	Expired(5)	N/A	0	N/A
Federal Way	Federal Way Verizon Sublease	PSERN-01c	3206 South 360th	Auburn	Verizon	5	N/A	0	N/A
Federal Way	Federal Way T-Mobile Sublease	PSERN-01e	3207 South 360th	Auburn	T-Mobile	5	N/A	0	N/A
Federal Way	Federal Way Sprint Sublease	PSERN-01f	3208 South 360th	Auburn	Sprint	Expired(5), terminating with Amendment 6/30/2023	N/A	0	N/A
Grass Mountain	Grass Mountain USACE Sublease	PSERN-40a	No Property Address (Site is in NE1/4 of SW1/4 of Sec. 21, T.20N, R.8E, W.M.)		United States of America, U.S. Army Corps of Engineers	5	Yes	1	5
Kent Repeater	Kent Repeater City of Kent Sublease	PSERN-05a	12523 SE 286th Place	Auburn	City of Kent	5	Yes	4	5
Maloney	Maloney Ziplly Sublease	PSERN-21a	No Property Address (Site is south of Hwy 2, from County Foss River Road, FSR 68, then FSR 6800-710)		Northwest Fiber, LLC, d/b/a Ziplly Fiber	5	Yes	4	5
McDonald	McDonald ValleyCom Sublease	PSERN-42a	36500 SE 295th St.	Ravensdale	Valley Communications Center	5	N/A	0	N/A
Rattlesnake	Rattlesnake WSDOT Sublease	PSERN-44a KC-2072a	14600 Rattlesnake Rd SE	Snoqualmie	Washington State Department of Transportation	5	N/A	0	N/A
Ring Hill	Ring Hill Verizon	PSERN-46a	22905 NE Old Woodinville-Duvall Rd.	Duvall	Verizon	5	N/A	0	N/A
Ring Hill	Ring Hill AT&T	PSERN-46b	22906 NE Old Woodinville-Duvall Rd.	Duvall	AT&T	5	N/A	0	N/A



**EXHIBIT F**

**LIST OF PSERN FUNDS TO BE TRANSFERRED**

**Exhibit F:****List of PSERN Funds in Project Budget to be transferred to the PSERN Operator***as of May 3, 2023*

Budgeted/Joint Board Approved PSERN Project Funds not expected to be spent prior to PSERN Project completion thus transferred to Operator:	Transfer Amount
1) Maloney permanent power solution	\$ 3,000,000
2) IBC* - Funding for a Plan on How To Fund the 10 Areas Recommended by Task Force	\$ 1,000,000
<b>Subtotal:</b>	<b>\$ 4,000,000</b>

**\*NOTE:** The Joint Board must determine (at FSA or other appropriate milestone) additional funding to be transferred to the Operator based on the availability of surplus PSERN Project funds at Project completion and any other considerations it determines to be appropriate.

3) Startup funds (estimated remaining)	\$ 500,000.00
4) Rate stabilization funds (set aside per Implementation ILA Section 8.8)	\$ 2,619,406.00
<b>Subtotal:</b>	<b>\$ 3,119,406.00</b>
<b>Total:</b>	<b>\$ 7,119,406.00</b>

**EXHIBIT G**

**NON-EXHAUSTIVE LIST OF RADIO SYSTEM DOCUMENTS**

## **PSERN Transfer Agreement**

### **Exhibit G - List of Radio System Documents**

#### Warranties

- Motorola
- Motorola RSA – Extended Warranty on User Radios

#### Technical Manuals

- Radio Site Equipment Manuals
- Network Maintenance Manuals
- Radio Manuals

#### Design and Construction Documents

- As-Builts
- Construction photos
- Test results
- Design drawing and documentation

#### Customer Records

- End User Radios and Dispatch Center Inventories

#### Maintenance Records

#### Consultant Study Reports

#### System Technical Data

#### Site / Tower Registrations

#### Other Government Agreements

#### Utility Agreements

**EXHIBIT H-1**

**FORM OF BILL OF SALE FOR PSEB EQUIPMENT**



## Exhibit H-1

### Form of Bill of Sale for PSERN Equipment

THIS BILL OF SALE (the “Bill of Sale”) is made by and between KING COUNTY, a home rule charter county and political subdivision of the State of Washington (“Seller”) to and in favor of the **PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**, a governmental agency created pursuant to RCW 39.34.030(3)(b) and organized as a nonprofit corporation under chapter 24.06 RCW (“Buyer”). The County and the PSERN Operator are also referred to herein individually as a “Party” or collectively as “Parties.” This Agreement shall be effective as of the Closing Date as defined in the PSERN Asset Transfer Agreement (the “Effective Date”).

### RECITALS

- A. By King County Ordinance \_\_\_\_\_ and PSERN Operator Board Resolution \_\_\_\_\_, the Metropolitan King County Council and the PSERN Operator Board authorized the transfer of the PSERN system assets and related equipment and appurtenances from Seller to Buyer, all as more fully as set forth in the PSERN Asset Transfer Agreement attached to such ordinance and resolution (the “Agreement”).
- B. In pertinent part, Section 1.7 of the Agreement states that “the County shall convey and transfer title to the PSERN Operator ... and the PSERN Operator shall accept from the County ... all of the County’s rights and responsibilities to all other equipment that the County holds or acquired on behalf of the PSERN project (collectively, the “PSERN Equipment”).
- C. In furtherance of the Agreement, and consistent with Section 1.7 of the Agreement, Seller desires to sell, assign, convey, transfer and deliver to Buyer the PSERN Equipment, including the personal property described in **Attachment 1** attached hereto; and Buyer desires to accept the same.
- D. Consistent with Agreement Section 1.7, and to implement the Agreement and to effectuate the transfer of the PSERN system from King County to the PSERN Operator, Buyer and Seller do each desire to enter into this Bill of Sale on the terms and conditions set forth herein.

NOW, THEREFORE, Buyer and Seller do hereby agree as follows.

### CONVEYANCE

1. For good and valuable consideration as set forth in the Agreement, and in furtherance of the Agreement, Seller hereby sells, assigns, conveys, transfers, and delivers to the Buyer all of the PSERN Equipment, including the equipment listed in **Attachment 1** attached hereto, and transfers to Buyer and its successors and assigns, all of Seller’s right, title and interest in and to all of the PSERN Equipment, in “as is, where is” condition, without recourse to Seller and

without representation or warranty of any kind, whether written or verbal, except as may be otherwise provided in the Agreement; and Buyer hereby accepts the same.

2. If necessary, Seller and Buyer shall cooperate and coordinate in good faith to timely execute such additional documentation and take any other steps required to formally complete the transfer of any PSERN Equipment elements listed in **Attachment 1** attached hereto, such as transfers of vehicle titles, etc.
3. If, after the Closing Date (as defined in the Agreement), either Party identifies one or more significant PSERN Equipment assets not listed in **Attachment 1** that the County intended to transfer to the PSERN Operator as of the Closing Date, then the Parties shall promptly execute a supplemental bill of sale substantially in the form of this Bill of Sale to transfer, convey, or assign such additional PSERN Equipment assets from the County to the PSERN Operator as soon as reasonably practicable.
4. This Bill of Sale shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns.
5. The individuals signing this Bill of Sale on behalf of Seller and Buyer hereby represent that they have the full legal power, authority and right to execute, deliver and perform the obligations under this Bill of Sale on behalf of their respective entities, that this Bill of Sale has been duly authorized by all requisite actions of Seller and Buyer, respectively, and that no remaining action or third party action is required on behalf of Seller or Buyer to make this Bill of Sale binding upon Seller and Buyer.
6. This Bill of Sale is in addition to, and in furtherance of, the Agreement. If there is any conflict or ambiguity between the Agreement and this Bill of Sale regarding the PSERN Equipment that is the subject of this disposal, then this Bill of Sale shall control. As regards all other matters pertaining to the PSERN system transfer, the Agreement shall control.
7. This Bill of Sale may be executed and delivered in counterparts, as a PDF file delivered by email, or as a facsimile copy, and each counterpart so executed and delivered is original, and such counterparts together shall constitute but one and the same instrument. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any executed signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it such additional executed signature pages.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale effective as of the Closing Date as defined in the Agreement.

**SELLER**

**BUYER**

**KING COUNTY**

**PSERN OPERATOR**

By: \_\_\_\_\_

Print Name: Megan Clarke

Title: King County Chief Information Officer

By: \_\_\_\_\_

Print Name: Michael Webb

Title: PSERN Operator Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Bill of Sale Attachment 1**  
**Non-Exhaustive List of PSERN Equipment**  
**(Copy of PSERN Asset Transfer Agreement Exhibit H-2)**

**EXHIBIT H-2**

**NON-EXHAUSTIVE LIST OF PSERN EQUIPMENT**

**PSERN Transfer Agreement Exhibit H-2**  
**Non-Exclusive List of PSERN Equipment**

- **Equipment:**

DAS testing equipment (Tektronix) IDENTIFY MAKE/MODEL/YEAR AND QUANTITY OF EACH TYPE

IT equipment LIST BY TYPE AND QUANTITY (IF ANY)

Office furniture LIST BY TYPE AND QUANTITY (IF ANY)

- **Radios:** IDENTIFY MAKE/MODEL/YEAR AND QUANTITY OF EACH TYPE

- **Vehicles:**

VEHICLE	DEPT	Fund	MajGrp	PROJECT	TASK	AWARD	%	License 2	Year	Make	Model
E13312	213001	5580	213	1045829	001		1	A3482C	2013	CHEVROLET	SILVERADO
E13313	213001	5580	213	1045829	001		1	A3480C	2013	CHEVROLET	SILVERADO
E15323	213001	5580	213	1045829	001		1	A9087C	2015	FORD	F 250
E16301	213001	5580	213	1126875	4	116744	1	B1095C	2016	FORD	EXPEDITION
E16302	213001	5580	213	1126875	4	116744	1	B1096C	2016	FORD	EXPEDITION
E17342	213001	5580	213	1045829	001		1	B8638C	2017	FORD	F 250
E17343	213001	5580	213	1045829	001		1	C0331C	2017	FORD	F 250
E19304	213001	5580	213	1126875	4	116744	1	C5486C	2019	FORD	EXPEDITION
EOUV01	213001	5580	213	1045829	001			NA	2023	CAN-AM	DEFENDER



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**RESOLUTION NO. 23-03**

**A RESOLUTION OF THE PSERN OPERATOR  
BOARD OF DIRECTORS APPROVING A FORM  
OF PUGET SOUND EMERGENCY RADIO  
NETWORK TRANSFER AGREEMENT AND  
MATTERS RELATED THERETO.**

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**WHEREAS**, King County (the “County”), certain cities and the Port of Seattle have, under various interlocal agreements, been responsible for the ownership, operation and maintenance of various elements in the current emergency communication system serving King County; and

**WHEREAS**, the County and cities identified in the interlocal agreement (the “Operation ILA”) to create the Puget Sound Emergency Radio Network Operator (the “PSERN Operator”) determined that it is in the public interest that a new public safety radio system be implemented to provide public safety agencies and other user groups in the region with improved coverage and capacity, as well as uniformly high-quality emergency radio communications, to be known as the Puget Sound Emergency Radio Network (“PSERN”); and

**WHEREAS**, the County is the lead agency responsible for planning, procuring, financing and implementing the new PSERN System; and

**WHEREAS**, ownership, operations, maintenance, and management of the PSERN System will be transferred to the PSERN Operator at the time and pursuant to the terms of the Operation ILA; and

**WHEREAS**, in order to carry out such transfer, the PSERN Operator and the County now desire to enter into an agreement pursuant to which the County will transfer its interest in the assets and liabilities that comprise the PSERN System, including but not limited to real and personal property interests and certain facilities, improvements, agreements, funding, documents, equipment, permits, licenses, and other related assets and liabilities, to the PSERN Operator, and the PSERN Operator will assume such assets and the obligation to operate, maintain and manage the PSERN System;

**NOW, THEREFORE, BE IT RESOLVED** by the PSERN Operator Board of Directors as follows:

**Section 1.** The Board hereby approves the Puget Sound Emergency Radio Network Transfer Agreement (the “Agreement”) substantially in the form attached hereto as Exhibit A

and incorporated herein by this reference. The Executive Director of the PSERN Operator is hereby authorized to negotiate the final terms of the Agreement, including the exhibits attached thereto, and to finalize the Agreement upon the terms and conditions that are in the best interest of the PSERN Operator. The Executive Director is further authorized to execute the Agreement on behalf of the PSERN Operator. All actions taken pursuant to the authorization provided for in this resolution are hereby ratified and confirmed.

**Section 2.** If any portion of this resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution.

**Section 3.** This resolution shall take effect immediately upon its passage.

**ADOPTED** at the regular meeting of the PSERN Operator Board of Directors, this 25th day of May 2023.

**PSERN OPERATOR  
KING COUNTY, WASHINGTON**

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[\_\_\_\_\_] , Chair



Exhibit A  
Form of Transfer Agreement

(attached)