

Memorandum of Understanding between Intercity Transit, a municipal corporation of the state of Washington, and the Greater Tacoma Convention & Trade Center, a department of the City of Tacoma, Washington.

Whereas Intercity Transit seeks to license radio frequency 460.2 MHz for use in its public transportation system; and

Whereas, Greater Tacoma Convention & Trade Center has an existing license for radio frequency 460.2 MHz which may receive interference from Intercity Transit transmissions on that frequency; and

Whereas a repeater base station installed at the Greater Tacoma Convention & Trade Center would serve to override the Intercity Transit signal in the vicinity of the Greater Tacoma Convention & Trade Center and would be a satisfactory measure to the Greater Tacoma Convention & Trade Center to eliminate the potential objectionable interference as discussed below;

Now, therefore, the parties agree that

1. Intercity Transit will procure and install at its expense a repeater base station and associated antenna equipment at the Greater Tacoma Convention & Trade Center, and the Greater Tacoma Convention and Trade Center shall make an appropriate location on its property available to Intercity Transit for this purpose at no cost and shall cooperate with Intercity Transit and any of its contractors in this activity.

2. The Greater Tacoma Convention & Trade Center will provide necessary letters of concurrence to accompany Intercity Transit's application for use of frequency 460.2 MHz at its main site at Capitol Peak and its backup site at Crawford Mountain.

3. Intercity Transit will grant to Greater Tacoma Convention & Trade Center the repeater base station, associated antenna and other equipment and costs for installation, and the Greater Tacoma Convention & Trade Center shall accept title to such property.

4. Following successful installation, Greater Tacoma Convention & Trade Center will assume all maintenance and operating responsibilities and expenses for the base station repeater and associated equipment. Intercity Transit shall have no responsibility or liabilities concerning the operation, maintenance or any aspect of the repeater base station or associated antennas or other equipment.

5. Intercity Transit does not warrant or guarantee any level of performance or results from the repeater base station or associated antennas or other equipment. Intercity Transit expressly disclaims any implied warranties of merchantability or fitness for purpose and any other warranties concerning the repeater base station, associated antennas or other equipment.

6. The Greater Tacoma Convention and Trade Center expects a continuation of the present interference-free radio communication it experiences on frequency 460.2 MHz. Thus, it is the sole responsibility of Intercity Transit to correct (at its expense) any interference caused by its use of frequency 460.2 MHz which degrades the present level of interference-free radio communications which the Greater Tacoma Convention and Trade Center experiences on that frequency. However, in lieu of correcting such

interference, Intercity Transit may at its option cease to share the use of this frequency. For purposes of this section, 'present' means at or just before the time Intercity Transit begins shared use of this frequency.

7. Except to the extent arising from the negligence of Intercity Transit, the Greater Tacoma Convention & Trade Center shall indemnify and hold harmless Intercity Transit and its officers, employees and agents, from and against any and all claims, suits, actions, damages, and liability of any sort, including attorney's fees and costs of defense, arising from or relating to the repeater base station, associated antennas or other equipment.

8. Each party is an independent contractor under this agreement. Neither party, nor any of its employees, officers, agents or contractors shall be deemed an employee of the other party for any purpose under this Agreement.

9. This Agreement is governed by the laws of the State of Washington.

Intercity Transit



Michael Harbour
General Manager

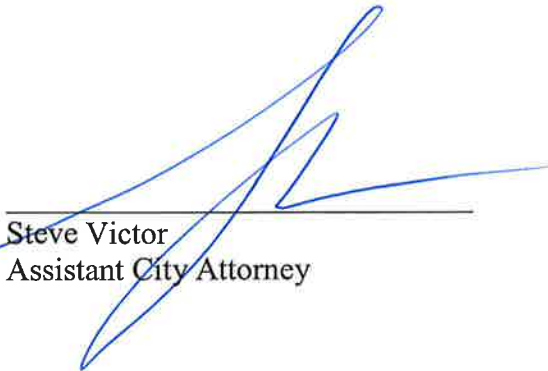
Dated: 9/15/05

**Greater Tacoma Convention &
Trade Center**



Mike Combs
PAF Director

Dated: 9/23/05



Steve Victor
Assistant City Attorney