

**STATE OF MARYLAND, QUEEN ANNE'S COUNTY AND TALBOT COUNTY**  
**COMMUNICATION INFRASTRUCTURE**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") made this \_\_\_\_ day of \_\_\_\_\_, 2000 by and between the State of Maryland, Department of Budget and Management (DBM), the Maryland Institute for Emergency Medical Services System (MIEMSS), the Maryland State Police (MSP), the Department of Natural Resources (DNR), the Maryland State Highway Administration (SHA), (hereinafter collectively referred to as "State") and the County Commissioners of Queen Anne's County (hereinafter referred to as "Queen Anne's County"), and Talbot County, Maryland (hereinafter referred to as "Talbot County"), (hereinafter Queen Anne's County and Talbot County may be collectively, the "Counties").

WITNESSETH, WHEREAS, the Maryland State Highway Administration owns certain real property located in Wye Mills, Maryland as set forth in Exhibit 1 attached hereto (held by fee) (the "Wye Mills Segment"); and

WHEREAS, the Maryland State Highway Administration owns certain real property located in Trappe, Maryland as set forth in Exhibit 2 attached hereto (held by fee) (the "Trappe Segment"); and

WHEREAS, the Maryland Department of Natural Resources owns certain real property located in Matapeake, Maryland as set forth in Exhibit 3 attached hereto (held by fee) (the "Matapeake Segment"); and

WHEREAS, Queen Anne's County owns certain real property located in Sudlersville, Maryland as set forth in Exhibit 4 attached hereto (held by fee) (the "Sudlersville Segment"); and

WHEREAS, Queen Anne's County owns certain real property located on Maryland Rt. 18, Centreville, Maryland as set forth in Exhibit 5 attached hereto (held by fee) (the "Rt. 18 Segment"); and

WHEREAS, Queen Anne's County owns certain real property located off Safety Drive, Centreville, Maryland as set forth in Exhibit 6 attached hereto (held by fee) (the "Safety Drive Segment"); and

WHEREAS, Talbot County owns certain real property located in Easton, Maryland as set forth in Exhibit 7 attached hereto (held by fee) (the "Easton Segment"); and

WHEREAS, the State and the Counties (hereinafter, the State and the Counties may be referred to collectively as "Parties") desire an agreement whereby the State and the Counties will (a) utilize existing or construct new tower structures ("Towers"), telecommunication tower facilities and equipment buildings, (collectively "Tower Sites") and (b) provide space for the State and the Counties on the various Tower Sites so the State and the Counties may install, operate, own and/or maintain a telecommunications transmission system for their respective public safety services; and

WHEREAS, the owner of the Tower ("Owning Entity") may market and license to third-party users ("Licensee") the right to install, maintain and/or operate telecommunications systems, including but not limited to PCS, cellular, ESMR or other means of wireless transmission, together with related equipment and structures, in or on certain of the Tower Sites; and

WHEREAS, all Parties desire to set forth the terms and conditions of their agreement for the construction and operation of the Towers on the Tower Sites.

NOW, THEREFORE, that for and in consideration of the mutual entry into this MOU by the parties hereto, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the State and the Counties promise and agree as follows:

**Section 1: Scope of Project:**

The State and the Counties have been working to expand and upgrade the current communications systems of both the State and the Counties in and around the Queen Anne's and Talbot County areas. The State and the Counties have multiple existing communications systems located in this area. The existing communications systems are inadequate to independently support the communications requirements of the State and the Counties. The Counties are in the process of constructing a shared 800 MHz trunked communications system to address existing communications system inadequacies which include upgrading a portion of the State's microwave backbone on the Eastern Shore of Maryland. A thorough search of the area has not found a reasonable alternative solution.

It would be in the best interests of the State and the Counties to share communications systems and to co-locate equipment on shared facilities. Sharing communications systems that are built to support current and future State and County communications requirements will serve the public interest by minimizing costs, reducing the number of Towers required, and minimizing the visual impact on the existing and future communities. Combining the existing systems and facilities will support future communications initiatives, reduce duplication of systems and services, reduce inventory and service costs, and will replace leased telephone lines with microwave equipment thereby reducing costs. Upgrading the existing facilities will support future State and County public safety projects and will replace leased telephone lines with microwave equipment, thereby reducing costs and improving quality and reliability.

**WYE MILLS SEGMENT (Exhibit 1)**

The project design requires a Tower in the Wye Mills area that will serve as the communications hub site. The State has determined a need for improved radio coverage in this area. This Tower Site will serve as a node on the State microwave backbone system.

The Wye Mills Tower Site shall be comprised of one (1) 340-foot self supporting Tower, two (2) approximately 12 x 28 ft. pre-fabricated equipment buildings (one building with an emergency generator), electric and telephone service, cable ladders and ice bridges, structure foundations, existing site fencing, site grounding system and appurtenant site improvements necessary to provide a fully functioning telecommunications and microwave site acceptable to all Parties.

The Department of Budget and Management will construct at its sole expense a new 340-foot self-supporting Tower, a new approximately 12 x 28 ft. communications equipment shelter with emergency generator for State use, site improvements, site grounding system, all appurtenant items and utilities necessary for State and Counties telecommunications and microwave equipment on State Highway Administration (SHA) right of way. The Department of Budget and Management will provide an additional communications equipment shelter without emergency generator for the Counties use, however it will provide connection for emergency power to both shelters from the State emergency generator. The Owning Entity, MD State Highway Administration, shall pay for emergency generator fueling and maintenance, electric, and all other Tower Site maintenance. The Counties shall provide and pay for the telephone service to the Tower Site.

The Tower and the ancillary structures will be used to support expanded operations including the Counties 800 MHz antennas (proposed new public safety system), existing public safety communications systems, MIEMSS 6 GHZ microwave antennas (the MIEMSS medical communications system digital microwave backbone), and future State and Counties communications systems.

### **TRAPPE SEGMENT (Exhibit 2)**

The project design requires a Tower in the Trappe, MD area that will serve as a spur site for the proposed system. The State has determined a need for improved communications system coverage in this area. The SHA will utilize this new Tower in lieu of constructing a Tower at the Cambridge SHA maintenance facility. This Tower Site will serve as a node on the State microwave backbone system.

The Trappe Tower Site shall be comprised of one (1) 340 –foot self supporting Tower, one (1) approximately 12 x 28 ft. pre-fabricated communications equipment building with an emergency generator, electric and telephone service, cable ladders and ice bridges, structure foundations, site fencing, site and building grounding system and appurtenant site improvements necessary to provide a fully functioning telecommunications and microwave site acceptable to all Parties.

The Department of Budget and Management will construct at its sole expense a new 340-foot self-supporting Tower, a new 12 x 28-foot pre-fabricated communications equipment building with an emergency generator, electric and telephone service, cable ladders and ice bridge, structural foundations, site fencing, site and building grounding system and all appurtenant improvements to provide a fully functioning telecommunications and microwave site acceptable to all Parties, for State and Counties communications equipment, on State Highway Administration (SHA) right of way. The Owning Entity, MD State Highway Administration, shall pay for emergency generator fueling and maintenance, electric, and all other Tower Site maintenance. Talbot County shall provide and pay for telephone service for the Trappe Tower Site.

The Tower and the ancillary structures will be used to support expanded operations including the Counties 800 MHz antennas (proposed new public safety system), existing public safety communications systems, MIEMSS 6 GHZ microwave antennas (the MIEMSS medical communications system digital microwave backbone), and future State and Counties communications systems.

### **MATAPEAKE SEGMENT (Exhibit 3)**

The project design requires a Tower in the Matapeake, MD area that will serve as a segment in the microwave loop and provide radio coverage for the proposed system. The Maryland Institute for Emergency Medical Services System (MIEMSS) owns an existing communications Tower in this location on property owned by the Maryland Department of Natural Resources. This Tower is now being used by the State, and henceforth may be utilized by the Counties with no modifications to the Tower structure and only minor modifications to the existing equipment building. This Tower Site currently serves as a node on the State microwave backbone system.

The existing Matapeake Tower Site is comprised of one (1) 260 –foot self-supporting Tower, one (1) approximately 12 x 28 ft. pre-fabricated communications equipment building with an emergency generator, electric and telephone service, cable ladders and ice bridge, structure foundations, site fencing, site and building grounding system and appurtenant site improvements necessary to provide a fully functioning telecommunications and microwave site acceptable to all Parties.

The Owing Entity, MIEMSS, will provide a fully functioning telecommunications and microwave site acceptable to all Parties for State and Counties communications equipment, on Maryland Department of Natural Resources property. MIEMSS shall continue to pay for emergency generator fueling and maintenance, electric, telephone service, and all other Matapeake Tower Site maintenance.

The Tower and the ancillary structures will be used to support expanded operations including the Counties 800 MHz antennas (proposed new public safety system), existing public safety communications systems, MIEMSS 6 GHZ microwave antennas (the MIEMSS medical communications system digital microwave backbone), and future State and Counties communications systems.

#### **SUDLERSVILLE SEGMENT (Exhibit 4)**

The project design requires a Tower in the Sudlersville, MD area that will serve as a spur site for the proposed system. This Tower Site will serve as a node on the State microwave backbone system.

The Sudlersville Tower Site shall be comprised of one (1) 300 –foot self supporting Tower, one (1) approximately 12 x 34 ft. pre-fabricated communications equipment building with an emergency generator, electric and telephone service, cable ladders and ice bridges, structure foundations, site fencing, site and building grounding system and appurtenant site improvements necessary to provide a fully functioning telecommunications and microwave site acceptable to all Parties.

Queen Anne’s County will construct, at its sole expense, and through the RECIPROCAL LAND FOR TOWER SPACE AGREEMENT BETWEEN QUEEN ANNE’S COUNTY AND AMERICAN TOWER, dated November 23, 1999 (RECIPROCAL AGREEMENT), see attached Exhibit 8, a new 300-foot self-supporting Tower, a new approximately 12 x 34 ft. pre-fabricated communications equipment building with an emergency generator, electric and telephone service, cable ladder and ice bridge, structural foundations, site fencing, site and building grounding system and all appurtenant improvements to provide a fully functioning telecommunications and microwave site acceptable to all Parties for State and Counties communications equipment, on Queen Anne’s County property.

This MOU concerning the Sudlersville Tower Site is subject to the provisions of the RECIPROCAL AGREEMENT and the approval of the Queen Anne’s County Board of Appeals decision in Case Number CU-289 dated August 5, 1999. Queen Anne’s County, within the acceptable technical and mechanical limitations of the Tower for additional loading on this Tower, and in accordance with the above referenced RECIPROCAL AGREEMENT and the Board of Appeals decision, will permit the State to utilize the Sudlersville Tower Site following Queen Anne’s County written approval of a written request from the State. Queen Anne’s County will permit the State to place additional communications equipment on the Tower and in the existing equipment building, within the acceptable technical and mechanical limitations of the Tower and existing building. Equipment space in the Tower Site equipment building can support some additions. However, the State may elect to provide in the future, at its sole expense, its own equipment building, utilities, and other appurtenant improvements if space dictates the need. The Owing Entity, Queen Anne’s County, shall pay for electric and telephone utility service and the maintenance and fuel for the emergency generator for the Sudlersville Tower Site.

In addition to the Parties of this MOU, the National Weather Service and Kent County Maryland are permitted to utilize the Sudlersville Tower Site as set forth in the RECIPROCAL AGREEMENT.

The Tower and the ancillary structures will be used to support expanded operations including the Counties 800 MHz antennas (proposed new public safety system), existing public safety communications systems, MIEMSS 6 GHZ microwave antennas (the MIEMSS medical communications system digital microwave backbone), and future State and Counties communications systems.

### **RT. 18 SEGMENT (Exhibit 5)**

The project design requires a Tower on the west side of Centreville, MD (Rt. 18) area that will serve as a segment in the microwave loop and provide VHF Paging coverage for the proposed system. Queen Anne's County has an existing communications Tower in this location which may be utilized by the Counties and the State with no modifications to the Tower structure and only minor modifications to the existing equipment building. This Tower Site currently serves as a transmission site for Maryland State Police and Queen Anne's County. This Tower Site will serve as node on the State microwave backbone system.

The existing Rt. 18 Tower Site is comprised of one (1) 300-foot self supporting Tower, an equipment building with a 13'-8" x 16'-10" communications equipment room, an emergency generator, electric and telephone service, cable ladders and ice bridge, structure foundations, site fencing, site and building grounding system and appurtenant site improvements necessary to provide a fully functioning telecommunications and microwave site acceptable to all Parties.

The Owning Entity, Queen Anne's County, will provide a fully functioning telecommunications and microwave site acceptable to all Parties for State and Counties communications equipment, on Queen Anne's County property. Queen Anne's County shall continue to pay for emergency generator fueling and maintenance, electric, telephone service, and all other Rt. 18 Tower Site maintenance.

Queen Anne's County will permit the State future utilization of the Tower and equipment building following Queen Anne's County written approval of a written request from the State. Queen Anne's County will permit the State to place additional communications equipment on the Tower and in the existing equipment building, at the State's sole expense, within the acceptable technical and mechanical limitations of the Tower and existing building.

If necessary, the State may modify the Rt. 18 Tower Site, at their sole expense, to accomplish the requirements necessary to accommodate future State microwave radio equipment, other State radio equipment and to provide for future State communications system equipment. If required for State equipment, the State will install new equipment building and all appurtenant site improvements and utility upgrades to house some of the existing and future communications system equipment.

The Tower and the ancillary structures will be used to support expanded operations including the Counties 800 MHz antennas (proposed new public safety system), existing public safety communications systems, MIEMSS 6 GHZ microwave antennas (the MIEMSS medical communications system digital microwave backbone), and future State and Counties communications systems.

### **SAFETY DRIVE SEGMENT (Exhibit 6)**

The project design requires a Tower to be located adjacent to the new Queen Anne's County 911 Center located off Safety Drive, Centreville, MD that will serve as a segment in the microwave loop for the proposed system. This Tower Site will serve as node on the State microwave backbone system.

The new Safety Drive Tower Site will be comprised of one (1) 200-foot self supporting Tower, one (1) approximately 12 x 28 ft. pre-fabricated communications equipment building with an emergency generator, electric and telephone service, cable ladder and ice bridge, structure foundations, site fencing, site and building grounding system and appurtenant site improvements necessary to provide a fully functioning telecommunications and microwave site acceptable to all Parties.

Queen Anne's County will provide, at their sole expense, one (1) 200-foot self supporting Tower (including Tower and shelter foundation work) with lighting, one cable ladder and a grounding ring, electric and telephone service to the equipment building if required, site compound fencing and appurtenant site work, electric service modifications to utilize the power supplied by Queen Anne's County from the adjacent 911 Center. The Owning Entity, Queen Anne's County, shall pay emergency generator fueling and maintenance, electric, telephone service, and all other Safety Drive Tower Site maintenance. Queen Anne's County shall pay for the electric and telephone service to the Department of Budget and Management provided equipment building and shall maintain the Tower and other improvements that Queen Anne's County installs.

The Department of Budget and Management shall provide, at their sole expense, one (1) approximately 12 x 28 ft. pre-fabricated communications equipment building with an emergency generator. The Department of Budget and Management agrees to pay for any other appurtenant costs associated to provide a fully functioning telecommunications and microwave site acceptable to all Parties for State and Counties communications equipment, on Queen Anne's County Property.

Queen Anne's County will permit the State to place its communications equipment on the Tower. The State will permit the Counties to place their communications equipment in the equipment building

As regards to future equipment installation, Queen Anne's County and the State shall reciprocally permit each other to utilize the Tower and equipment building, respectively, following each others written approval of a written request from the other. Queen Anne's County and the State shall reciprocally permit the other to place additional communications equipment on the Tower and in the existing equipment building, within the acceptable technical and mechanical limitations of the Tower and existing building. If necessary, the requesting party may modify the Safety Drive Tower Site, at their sole expense, to accommodate future microwave radio equipment, other radio equipment and to provide for future State or Counties communications system equipment. If required for future State equipment, the State will install a future new equipment building and all appurtenant site improvements and utility upgrades to house some of the existing and future communications system equipment.

If modifications to the Safety Drive Tower Site are deemed necessary to accommodate future State microwave radio equipment, other State radio equipment or to provide for future State and County communications system equipment, the Parties agree to modify the Safety Drive Tower Site within the parameters of the approval of the Queen Anne's County Board of Appeals decision in Case Number V-423 dated December 2, 1999.

The Tower and the ancillary structures will be used to support expanded operations including the Counties 800 MHz antennas (proposed new public safety system), existing public safety communications systems, MIEMSS 6 GHZ microwave antennas (the MIEMSS medical communications system digital microwave backbone), and future State and Counties communications systems.

### **EASTON SEGMENT (Exhibit 7)**

The project design requires a Tower to be located adjacent to the existing Talbot County Operations Center located in Easton, MD that will serve as a segment in the microwave loop, and as a radio site for the proposed system. This Tower Site will serve as node on the State microwave backbone system.

The existing Talbot County, Easton Tower Site will be comprised of one (1) 200-foot self supporting Tower, one existing communications equipment building with an emergency generator, electric and telephone service, cable ladders and ice bridges, structure foundations, site fencing, site and building grounding system and appurtenant site improvements necessary to provide a fully functioning telecommunications and microwave site acceptable to all Parties.

The Owing Entity, Talbot County, will provide a fully functioning telecommunications and microwave site acceptable to all Parties for State and Counties communications equipment, on Talbot County Property. Talbot County shall continue to pay for emergency generator fueling and maintenance, for electric and telephone service and all other Easton Tower Site maintenance.

Talbot County will permit the State to place its communications equipment on the Tower and in the equipment building. As regards to future equipment installation, Talbot County shall permit the State to utilize the Tower and equipment building, following written approval of a written request from the State. Talbot County shall permit the State to place additional communications equipment on the Tower and in the existing equipment building, within the acceptable technical and mechanical limitations of the Tower and existing building. If necessary, the State will modify the Easton Tower Site, at their sole expense, to accommodate future microwave radio equipment, other radio equipment, or to provide for future State or Counties communications system equipment. If required for future State equipment, the State will install, with the prior written approval of the County Council or designee, a future new equipment building and all appurtenant site improvements and utility upgrades to house some of the existing and future communications system equipment.

The Tower and the ancillary structures will be used to support expanded operations including the Counties 800 MHz antennas (proposed new public safety system), existing public safety communications systems, MIEMSS 6 GHZ microwave antennas (statewide medical communications system digital microwave backbone), and future State and Counties communications systems.

**Section 2: Supervision and Authority Over the Project:**

2.01 State and County Agency's shall designate representatives for the project ("Project Representative") who will have full authority to act on behalf of the Parties of this MOU. Whenever the approval of the State or Counties is required under this MOU, approval must be in writing to be effective.

2.02 Written notifications shall be provided to each participating agency's designee, representing Queen Anne's County, Talbot County, MD Department of Natural Resources (DNR), MD State Police (MSP), MD State Highway Administration (SHA), MD Institute for Emergency Medical Services System (MIEMSS), MD Department of Budget and Management (DBM), and the MD Emergency Management Agency (MEMA). The notification list may be amended from time to time and may include future participating agencies.

2.03 Notification list and designated representatives:

Director, Emergency Services  
Queen Anne's County  
100 Communications Drive  
Centreville, MD 21617

Director, Emergency Management Agency  
Talbot County  
605 Port Street  
Easton, MD 21601

Director, Communications Department  
Maryland Institute of  
Emergency Medical Services System  
653 West Pratt Street  
Baltimore, MD 21201-1536

Chief, Communications Division  
Maryland State Highway Administration  
5901 Baltimore National Pike  
Baltimore, MD 21228

Commander, Electronic Services Section  
Department of Maryland State Police  
7755 Washington Blvd.  
Jessup, MD 20794-9307

Director, Wireless Communications  
Maryland Department of Natural Resources  
Tawes State Office Building  
580 Taylor Ave. E-3  
Annapolis, MD 21401

Director, Wireless Communications Services  
Maryland Department of Budget & Management  
Telecommunications Division  
301 West Preston Street, Rm. 1304  
Baltimore, MD 21201

Assistant Director, Communications  
Maryland Emergency Management Agency

### **Section 3: Construction and Use of Tower Site:**

3.01 Each Party agrees that the other Parties and any Licensee through the Parties shall be permitted to use, in common with others, the access roads leading to the Tower Site as required by the Owning Entity's (except in the case of the Matapeake Segment where it shall be DNR) permit, license, written instructions, or other instrument for the ingress and egress to and from the Tower Site.

3.02 The Towers and equipment shelters erected on the Tower Sites shall be constructed, installed and maintained in accordance with all applicable statutes, ordinances, regulations and industry standards. No Party or Licensee of any Party shall interfere in any manner with the business, use, or operation of any other Party. The Owning Entity designated in Section 1 for each of the Towers shall keep each Tower and that Tower Site in good repair and working order. Each Party or Licensee shall be responsible for their respective equipment and antenna installations, maintenance, modifications and antenna removals according to industry engineering standards. An offending Party or Licensee of any Party may be required to correct discrepancies related to use on a Tower or at a Tower Site by the Owning Entity.

3.03 The Counties will provide 28 T1's in the Microwave Loop, which will be sufficient to carry the anticipated State and Counties use of this portion of the microwave system. The Microwave Loop is comprised of the Matapeake, Rt. 18, Safety Drive, Wye Mills, Easton and Matapeake Segments. In addition, the respective Counties will provide access to the existing and new County and County accessible Towers at Rt. 18, Safety Drive, Easton, and Sudlersville as specified above in Section 1.

3.04 Talbot County will provide 8 T1's in the microwave spur from Easton to Trappe and Queen Anne's County will provide 8 T1's in the microwave spur from Rt. 18 to Sudlersville to accommodate the current anticipated State and Counties use of these portions of the microwave system.

3.05 The State shall be permitted by the Counties to increase the capacity of these spurs and to modify the loop configuration of the microwave system, at the State's sole expense, within the acceptable technical and mechanical limitations of the existing and new Towers, equipment and buildings and without any degradation of the integrity of the microwave system, provided the State has submitted a written request to do so and has received a written approval from the appropriate County. The State's modifications shall conform to this MOU and to industry engineering standards.

3.06 Each of the Counties shall install the microwave system, at its sole expense, respectively except that the MIEMSS shall provide batteries and maintenance for the microwave system.

**Section 4: Assignment , Leasing:**

4.01 Any assignment or licensing of any rights under this MOU shall be made in writing, and signed by the assigning entity and the new party that are part of the action, subject to the new party assuming all the rights and obligations of the Party hereunder.

4.02 In the event an Owning Entity of the Tower decides it is not in its best interest to continue its operations from its Tower, the Owning Entity may assign its interests in the Tower and its obligations under this MOU: first to the owner of the Tower Site if the Owner of the Tower Site is a different Party from the Owning Entity, or, alternatively to one of the other Parties.

4.03 The Owning Entity of the Tower may enter into a written license for any excess space on the Tower with a Licensee that is not a Party hereto, for the Owning Entity's sole benefit. The Licensee shall agree in writing to abide by all provisions of this MOU, including but not limited to Section 5: Interference, below.

**Section 5: Interference:**

5.01 The Parties acknowledge and agree that future use of the Tower and Tower Site by any Party who is not the Owning Entity of that Tower shall be in accordance with the terms of this MOU. Before use, by a Party or proposed new party, that entity shall be required to perform a RF Intermodulation and/or Interference Studies and to submit the results of the Study to the Owning Entity before installation of its equipment on the Tower. If any Party has reasonable grounds to believe that the newly installed or proposed equipment will cause interference with that of an existing Party on the Tower, then the application may be rejected by the Owning Entity.

5.02 In the event any Party experiences interference by another Party at a Tower Site, that Party experiencing the interference shall notify the Owning Entity of such interference. The Owning Entity shall require all operations of the interfering Party to cease with the exception of monitored transmissions for the purpose of executing repairs immediately if said interference is compromising public safety. If said interference is not compromising public safety, then the interfering Party must eliminate the interference, or reduce it to a level acceptable to the Parties within a period of fifteen (15) days, after which the Owning Entity shall require the interfering Party to immediately and permanently cease all interfering operations from the Tower.

5.03 The Parties acknowledge and agree that the Owning Entity has the right to market and license excess space on the Tower and at the Tower Site to a Licensee; provided the Licensee using the facility does not cause interference with the operation of the existing Parties current or future needs. Each proposed Licensee shall be required to perform a RF Intermodulation and/or Interference Studies before installation and to submit the results of the Study to the Owning Entity before installation. If any Party has reasonable grounds to believe that the newly installed or proposed equipment will cause interference with that of an existing Party on the Tower and conveys such belief to the Owning Entity, then the application may be rejected by the Owning Entity.

5.04 In the event any Party experiences interference by a Licensee at a Tower Site, that Party shall notify the Owning Entity of such interference. The Owning Entity shall require all operations of said Licensee to cease immediately if said interference is compromising public safety with, the exception of monitored transmissions for the purpose of executing immediate repairs. If said interference is not compromising public safety, then the interfering Licensee must eliminate the interference, or reduce it to a level acceptable to the Parties within a period of fifteen (15) days. If the Licensee fails to do so, the Owning Entity shall immediately require the interfering Licensee to immediately and permanently cease all interfering operations from the Tower. If any Party experiences future interference by a Licensee as result of a Party changing its existing equipment or future equipment, the interfering Licensee must

eliminate the interference as stated above.

**Section 6: Indemnification and Insurance:**

6.01 Except for the gross negligence and willful misconduct of a Party, no Party shall be responsible or liable to any other Party for any loss or damage arising from any claim attributable to any acts or omissions of another Party occupying the various Tower Sites, nor for vandalism or for any structural or power failures or destruction or damage to the Tower or the Tower Site. Notwithstanding anything to the contrary in this MOU, the State and the Counties each hereby waive the right to recover consequential damages (including lost profits), punitive, exemplary and similar damages from the other Parties to this MOU.

6.02 Except for claims due to a Party's gross negligence or willful misconduct, any Licensee shall defend (at the Party's option), indemnify and hold harmless the Party's, their respective members, officers, agents, and employees, against and from any and all liability or claim of liability for bodily injury (including death) or property damage (including reasonable attorneys' fees) related to, involving or arising in whole or in part from any act or failure to act or out of the use, occupancy, conduct, or operation, construction, maintenance or management of a upon the Tower Site by the Licensee, its principals, contractors, employees, successors or assigns, agents, or invitees, including (a) any work or thing whatsoever done or not done on the Tower Site by or on behalf of the Licensee, (b) any breach or default by the Licensee in performing any of its obligations under the provisions of this MOU or applicable law, or (c) any negligent, intentionally tortuous or other act or omission by or on behalf of the Licensee. The Licensee agrees that the indemnification as described in this Section shall include any liability or claim of liability arising during the Licensee's use of the Tower Site even if the injury does not become apparent or does not manifest itself until after expiration of the MOU, provided such claim is asserted in compliance with the requirements of the appropriate statute of limitations. In no event shall either any Party or Licensee be liable to the other for any punitive, consequential, incidental or special damages or lost profits incurred or alleged to have been incurred by anyone.

**Section 7: Operation and Maintenance:**

7.01 Upon execution of this MOU by the Counties and the State, the Owning Entity of each Tower Site shall provide all funds and staff necessary to operate and maintain their Tower Sites, including modifications and improvements of Tower Sites, which shall be consistent with the terms and conditions of this MOU.

7.02 The Owning Entity shall be solely responsible for all maintenance, repairs and replacements with respect to the Tower, access roads, site utilities and other improvements constructed on the respective Tower Sites in accordance with this MOU. Each Party shall be solely responsible for all maintenance, repairs and replacements with respect to its radio and microwave equipment, antenna, waveguide, coaxial cable, etc., equipment shelter and appurtenances, and the fueling and routine maintenance of the emergency generator in accordance with this MOU.

7.03 The Owning Entity will be solely responsible for maintaining the Tower, Tower marking and lighting, grounding system and other appurtenances in good order and repair and in material compliance with all applicable legal requirements including without limitation, Part 17 of the rules and regulations of the Federal Communication Commission (FCC) and applicable Federal Aviation Administration (FAA) regulations and permits.

7.04 Each Party hereto shall comply with any law, statute, code, ordinance, order, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization, or other directional requirement (including, without limitation, any of the foregoing that relates to environmental standards or controls) of any governmental authority ("Legal Requirements") applicable to each Party's obligations hereunder, including, without limitation, laws governing the transmission or operation of radio communications systems and related equipment, environmental laws and regulations, OSHA,

FAA, and FCC. Each Party shall cooperate with the other Parties to obtain any permits or other approvals that may be necessary to comply with the preceding sentence. Notwithstanding the foregoing, the non-requesting Party shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation which it is not legally obligated to undertake.

**Section 8: Relocation:**

8.01 Presently, there are no foreseeable issues that would require the relocation of any of the Towers or Tower Sites described in each segment of Section 1. If, however, relocation of a Tower is required in the future, each Party that is interested in relocating their equipment to a relocated Tower Site shall, at such time, meet and plan for the future Tower relocation and shall contribute toward designs, plans, construction and costs as acceptable to each Party. However, any Party may choose not to move to the relocated Tower Site.

8.02 In the event that the Tower and the Tower Site must be relocated, all Parties hereby agree on behalf of themselves, their respective assignees, successors, or licensees to relocate their equipment and facilities within the Tower Site and on the Tower within the time frame required by the Owning Entity.

**Section 9: Fees and Term:**

9.01 Each Party shall be solely responsible for fees, utility costs and expenses to the extent assessed upon or used by that Party or its equipment, as specified in various sections of this MOU.

9.02 Upon execution of this MOU by all Parties, the term for this MOU shall commence upon the date and year first above written and shall terminate (20) years thereafter. Notwithstanding the foregoing, however, this MOU may be renewed for additional terms as may be agreed to in writing by the Parties upon termination of this MOU.

IN WITNESS WHEREOF, each Party hereto has executed and sealed this MOU or caused it to be executed and sealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS:

MARYLAND DEPTMARTMENT OF  
BUDGET & MANAGEMENT

\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)  
T. Eloise Foster Date  
Secretary

Approved as to form and legal sufficiency  
this \_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Assistant Attorney General

**MARYLAND STATE HIGHWAY ADMINISTRATION**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_ (SEAL)  
Parker F. Williams                      Date  
Administrator

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Douglas R. Rose  
Chief Engineer

\_\_\_\_\_  
Russell A. Yurek  
Deputy Chief Engineer – Maintenance

\_\_\_\_\_  
Gayle M. Seward  
Director of Finance

\_\_\_\_\_  
Christian C. Larson  
Director of Real Estate

\_\_\_\_\_  
Craig A. Fetzer  
Chief – Communications Division

WITNESS:

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
George M. O'Donnell, President

\_\_\_\_\_  
Marlene F. Davis, Commissioner

\_\_\_\_\_  
John T. McQueeney, Jr., Commissioner

WITNESS:

\_\_\_\_\_

TALBOT COUNTY, MARYLAND

By: \_\_\_\_\_ (SEAL)  
Hilary B. Spence, President