

RESOLUTION NO. 2560

A RESOLUTION authorizing the Mayor to execute property license agreements for radio equipment located at the Hillview Terrace Water Tank.

WHEREAS, the Town and other local emergency services providers have a mutual desire to work in harmony for the common purpose of better protecting the life and property of the public which they serve; and

WHEREAS, in 2015, the Town authorized San Juan County, Fire District 3, SJI Emergency Medical Services and the National Park Service to erect radio antenna and other transmission equipment at the Town's Hillview Terrace Water Tower; and

WHEREAS, the Town entered into five-year lease agreements with each of the respective Agencies that are due to expire in May 2020 or soon thereafter; and

WHEREAS, the respective Agencies have expressed mutual desire to renew said leases; and

WHEREAS, the Council believes that the radio equipment maintained and operated by the respective agencies can provide Town and San Juan Island rescue personnel with an increased capability to perform protection and rescue activities for the public;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Friday Harbor that the Mayor is authorized to execute Property Use Licenses with San Juan County, Fire District 3, SJI Emergency Medical Services and the National Park Service for radio equipment at the Town's Hillview Terrace Water Tower. Said agreements are attached hereto as Exhibit A through Exhibit D.

ADOPTED this 21st day of May 2020.

TOWN OF FRIDAY HARBOR

Farhad Ghatan, Mayor

SEAL of the
Town of Friday Harbor

ATTEST:

Amy E. Taylor, Town Clerk

**TOWN OF FRIDAY HARBOR
PROPERTY USE LICENSE**

THIS LICENSE ("License") and associated agreement is issued by the Town of Friday Harbor, a Washington municipal corporation ("the Town") and entered into between the Town and San Juan County ("Licensee"), pursuant to Friday Harbor Municipal Code (FHMC). Licensee has requested authorization to use a portion of the Town's Hillview Terrace Water Tower for erection of a radio antenna. The parties hereby agree as set forth herein:

1. PURPOSE; PROPERTY. The Town hereby grants Licensee a License to use a portion of the Town's Hillview Terrace Water Tower ("Tower") as directed by Town Staff and legally described as:

TPN 350251094000, also known as HILLVIEW TERRACE NO 2 TRACT B Sec 02, T35N, R 3W

2. TERM. The term of the License ("Term") shall commence on _____, 2020, and shall continue for a period of five (5) years, after which time this License may be renewed by mutual written agreement of the Town and Licensee.

3. USE. Licensee is authorized to use a portion of the Tower designated by the Town for the erection of a radio tower and related equipment ("Radio") for Fire District communication and no other use or purpose. Such use shall be a private use by Licensee and shall not be construed to be controlled by the Town, and shall not be construed as a Town use or purpose. Use of the licensed area shall not unreasonably interfere with the Town's use of or access to the water tank and its related controls.

4. ANNUAL FEE. Licensee shall pay a licensing fee of \$10 per year, payable to the Town of Friday Harbor at PO Box 219, Friday Harbor, WA 98250, on the first day of each year of the Term. In the event such payment is not received within ten (10) calendar days of said date, the Town may immediately revoke the License.

5. RETENTION OF RIGHTS. The Town retains the right for complete access to the Tower during the Term of this License, but shall not unreasonably interfere with Licensee's use as authorized herein.

6. EQUIPMENT STORAGE; ACCESS. Licensee shall locate all radio transmitter equipment to the radio shed ("Shed") constructed on site. The Shed is the property of the Town, and may be used to house the equipment belonging to the Town and other parties transmitting from the site. All equipment must be in a location as approved by the Town.

The Town and all parties granted use of the Shed shall have continual access to the Shed. The Town is not responsible for the upkeep or security of any equipment located within the Shed other than the Town's own equipment.

7. MAINTENANCE; ALTERATION. Licensee shall at all times maintain their Radio and the Shed in a state of good condition and repair, and shall perform all necessary and reasonable maintenance and repairs. Licensee shall not build any additional structures without first obtaining all appropriate permits and approvals from the County and Town. The Town reserves the right to require Licensee to apply for a new License if needed.

8. **REVOCACTION.** The Town Administrator may revoke this License on 90 days advance notice, with or without cause.

9. **INDEMNIFICATION.** The Town, its officers, employees, elected officials, agents, and volunteers shall in no event be liable for any loss or damage suffered or incurred by Licensee, its employees or contractors for any reason whatsoever arising from or related to Licensee’s use of the Right-of-Way. Such waiver includes without limitation the waiver of liability for death, personal injury, theft, damage, loss of property, business interruption, lost profits, consequential damages, and rights of subrogation. Licensee assumes and accepts full responsibility for the care and maintenance of any and all improvements made by Licensee in the licensed area.

Licensee agrees to defend, indemnify and hold the Town, its governing body, employees, agents and insurers harmless from and against any and all claims, suits, liabilities and expenses (including attorneys’ fees, paralegal fees and related costs), including environmental damage or contamination caused by Licensee or its agents, that may be asserted against the Town arising out of or related to Licensee’s use of the licensed area, or arising out of or related to the Town or its agent’s removal of the improvements.

10. **INSURANCE.** Licensee shall maintain general liability insurance, including premises liability insurance, in the amount of \$1,000,000.00 per occurrence, and shall name the Town as an additional insured on such insurance policy. Licensee shall give the Town a copy of Licensee’s certificate of insurance on request by the Town.

11. **INTEREST.** This License is solely for Licensee’s temporary use of the licensed area. Licensee acknowledges and agrees that it shall have no right, title or interest in the property on which the equipment is located, except as expressly set forth in this License.

12. **ASSIGNMENT.** Licensee shall not assign this License without the express written consent of the Town Administrator.

13. **AGREEMENT; REPRESENTATIVE.** This License contains the entire agreement of the parties. By executing this License, the Licensee acknowledges and agrees to its terms and conditions, and represents that they are legally authorized to execute the same.

TOWN OF FRIDAY HARBOR

Farhad Ghatan, Mayor

Date (Effective Date of License)

SAN JUAN COUNTY

Mike Thomas, SJC Manager

Date

**TOWN OF FRIDAY HARBOR
PROPERTY USE LICENSE**

THIS LICENSE ("License") and associated agreement is issued by the Town of Friday Harbor, a Washington municipal corporation ("the Town") and entered into between the Town and San Juan Island Fire Protection District No. 3 ("Licensee"), pursuant to Friday Harbor Municipal Code (FHMC). Licensee has requested authorization to use a portion of the Town's Hillview Terrace Water Tower for erection of a radio antenna. The parties hereby agree as set forth herein:

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4. ANNUAL FEE. Licensee shall pay a licensing fee of \$10 per year, payable to the Town of Friday Harbor at PO Box 219, Friday Harbor, WA 98250, on the first day of each year of the Term. In the event such payment is not received within ten (10) calendar days of said date, the Town may immediately revoke the License.

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6. EQUIPMENT STORAGE; ACCESS. Licensee shall locate all radio transmitter equipment to the radio shed ("Shed") constructed on site. The Shed is the property of the Town, and may be used to house the equipment belonging to the Town and other parties transmitting from the site. All equipment must be in a location as approved by the Town.

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7. MAINTENANCE; ALTERATION. Licensee shall at all times maintain their Radio and the Shed in a state of good condition and repair, and shall perform all necessary and reasonable maintenance and repairs. Licensee shall not build any additional structures without first obtaining all appropriate permits and approvals from the County and Town. The Town reserves the right to require Licensee to apply for a new License if needed.

8. **REVOCAION.** The Town Administrator may revoke this License on 90 days advance notice, with or without cause.

9. **INDEMNIFICATION.** The Town, its officers, employees, elected officials, agents, and volunteers shall in no event be liable for any loss or damage suffered or incurred by Licensee, its employees or contractors for any reason whatsoever arising from or related to Licensee’s use of the Right-of-Way. Such waiver includes without limitation the waiver of liability for death, personal injury, theft, damage, loss of property, business interruption, lost profits, consequential damages, and rights of subrogation. Licensee assumes and accepts full responsibility for the care and maintenance of any and all improvements made by Licensee in the licensed area.

Licensee agrees to defend, indemnify and hold the Town, its governing body, employees, agents and insurers harmless from and against any and all claims, suits, liabilities and expenses (including attorneys’ fees, paralegal fees and related costs), including environmental damage or contamination caused by Licensee or its agents, that may be asserted against the Town arising out of or related to Licensee’s use of the licensed area, or arising out of or related to the Town or its agent’s removal of the improvements.

10. **INSURANCE.** Licensee shall maintain general liability insurance, including premises liability insurance, in the amount of \$1,000,000.00 per occurrence, and shall name the Town as an additional insured on such insurance policy. Licensee shall give the Town a copy of Licensee’s certificate of insurance on request by the Town.

11. **INTEREST.** This License is solely for Licensee’s temporary use of the licensed area. Licensee acknowledges and agrees that it shall have no right, title or interest in the property on which the equipment is located, except as expressly set forth in this License.

12. **ASSIGNMENT.** Licensee shall not assign this License without the express written consent of the Town Administrator.

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TOWN OF FRIDAY HARBOR

Farhad Ghatan, Mayor

Date (Effective Date of License)

SAN JUAN ISLAND FIRE DIST. #3

Norvin Collins, Fire Chief

Date

**TOWN OF FRIDAY HARBOR
PROPERTY USE LICENSE**

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8. **REVOCAION.** The Town Administrator may revoke this License on 90 days advance notice, with or without cause.

9. **INDEMNIFICATION.** The Town, its officers, employees, elected officials, agents, and volunteers shall in no event be liable for any loss or damage suffered or incurred by Licensee, its employees or contractors for any reason whatsoever arising from or related to Licensee's use of the Right-of-Way. Such waiver includes without limitation the waiver of liability for death, personal injury, theft, damage, loss of property, business interruption, lost profits, consequential damages, and rights of subrogation. Licensee assumes and accepts full responsibility for the care and maintenance of any and all improvements made by Licensee in the licensed area.

Licensee agrees to defend, indemnify and hold the Town, its governing body, employees, agents and insurers harmless from and against any and all claims, suits, liabilities and expenses (including attorneys' fees, paralegal fees and related costs), including environmental damage or contamination caused by Licensee or its agents, that may be asserted against the Town arising out of or related to Licensee's use of the licensed area, or arising out of or related to the Town or its agent's removal of the improvements.

10. **INSURANCE.** Licensee shall maintain general liability insurance, including premises liability insurance, in the amount of \$1,000,000.00 per occurrence, and shall name the Town as an additional insured on such insurance policy. Licensee shall give the Town a copy of Licensee's certificate of insurance on request by the Town.

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TOWN OF FRIDAY HARBOR

Farhad Ghatan, Mayor

Date (Effective Date of License)

SAN JUAN ISLAND EMS

Karl Kuetzing, Interim Chief

Date

**TOWN OF FRIDAY HARBOR
PROPERTY USE LICENSE**

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TOWN OF FRIDAY HARBOR

Farhad Ghatan, Mayor

Date (Effective Date of License)

NATIONAL PARK SERVICE

Signature
Title: _____

Date