

RESOLUTION NO. R- 3701

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT AND LICENSE TO ENTER WITH THE ROSE HILL WATER DISTRICT TO PROVIDE FOR A SITE FOR RADIO COMMUNICATIONS EQUIPMENT

Be it resolved by the City Council of the City of Kirkland as follows.

Section 1 The City Manager is hereby authorized to sign on behalf of the City of Kirkland an Agreement and License to Enter between the City of Kirkland and the Rose Hill Water District which is substantially similar to that attached to this Resolution as Exhibit A, and such Agreement as will be signed by the City Manager and the Rose Hill Water District is by this reference incorporated herein

Passed by majority vote of the Kirkland City Council in regular, open meeting this 15th day of October, 1991.

Signed in authentication thereof this 15th day of October, 1991

Candy Barton
MAYOR

ATTEST:

Deputy *J. Cronin*
City Clerk

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Attachment A

INTERLOCAL GOVERNMENTAL AGREEMENT AND LICENSE TO ENTER

THIS AGREEMENT is made this _____ day of August, 1991, by and between the ROSE HILL WATER DISTRICT OF KING COUNTY, hereinafter called the "Licensor", and the CITY OF KIRKLAND POLICE DEPARTMENT, 123 Fifth Avenue, Kirkland, Washington 98033, hereinafter called the "Licensee." Both parties are authorized to enter into this agreement under provisions of Chapter 39.34 RCW.

WITNESSETH:

1. Licensor hereby grants to the Licensee a license to enter that portion of the following described property for the purpose of installing, operating, and maintaining radio communications equipment, subject to easements, covenants, conditions, reservations, and restrictions of record, at 13013 N.E. 65th Street, Kirkland, Washington 98033 and more particularly described as follows:

Tract 62, Block 84 of Burke, Farrar Addition, Division No. 20 to King County, Washington, being a portion of Section 9, Township 25 North, Range 5 E.W.M.

The portion of the foregoing property affected consists of a pad for an existing shed measuring approximately eight feet by fourteen feet and the pad for the existing antennae, both located on the southwest side of the Licensor's 11.2 million gallon reservoir.

2. This license shall commence September 1, 1991 and continue for a period of five (5) years thereafter. The Licensee shall pay to the Licensor the sum of SIX THOUSAND DOLLARS (\$6,000.00) per annum, which shall be due and payable on the last day of each year of the term of agreement.

3. At the option of the Licensee and upon written notice to the Licensor no less than ninety (90) days prior to the expiration of this agreement, licensee may renew said license to continue in full force for two (2) consecutive additional periods of five (5) years by letter agreement at which time the conditions and/or terms may be amended. Licensee may, at its option, terminate this agreement at any time by giving written notice of such intention at least one (1) year prior to the

intended termination date and in which case payment is to be prorated by the month.

4. Licensee shall have the right of ingress and egress during the Licensor's normal business hours to the described property for operation and maintenance of the system. After hours the Licensee may only enter the premises by admission by Licensor's on-call personnel, and the Licensee shall pay the Licensor's cost to any on-call personnel who licensee calls out to gain admission.

5. Licensee will be responsible to aesthetically maintain its system at least equal to that of the Licensor's water tank adjoining the system.

6. Licensee agrees to defend and hold licensor harmless f and from any and all loss, damage or third-party claim of liability for damages of any kind, in any way, arising or growing out of any operations conducted by Licensee under the terms of this agreement, except to the extent such loss, damage or liability is caused by the negligence of the Licensor.

7. Licensee will provide for the payment of taxes on all improvements directly related to equipment and other taxable items that Licensee may install on the property.

8. Licensee agrees to comply with all applicable laws, ordinances, and regulations for the subject premises and improvements thereon.

9. All payments and notices due Licensor under the provisions hereof shall be addressed to Rose Hill Water District of King County, P. O. Box 539, Kirkland, Washington 98033. Notices made to Licensor hereunder shall be deemed to be properly served if deposited in the U.S. Post Office, postpaid, addressed to Licensor at the above referred address. Notices made to Licensee shall be deemed to be properly served if deposited in the U.S. Post Office, postpaid, addressed to Licensee, or to a future address of record for either party.

10. The Licensee acknowledges that the existing shed, radio equipment and antennae are not the property of the Licensor and are not being leased hereunder. The licensee shall make its own arrangements with the owner of such personal property for its acquisition or use.

11. The Licensee may replace the existing shed and antennae with ones of the same size, with the Licensor's prior consent, which consent will not be unreasonably withheld.

12. The Licensee may share the use of the subject premises with other radio users so long as such use does not interfere with the operation of the Licensor's business or expose the Licensor to greater liability. The Licensee shall provide the Licensor with the name, address and telephone number of such other user. The Licensor may condition such user's access to rules and regulations, which limit inconvenience to the Licensor and risk of loss or injury to District property or personnel. Such user may also be required to sign an agreement defending and indemnifying the Licensor from any loss, damage or third-party claim for injury or loss in a form acceptable to the Licensor.

13. This Agreement shall be binding upon successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

ROSE HILL WATER DISTRICT OF
KING COUNTY

By _____
Licensor
William Skahan
General Manager

CITY OF KIRKLAND POLICE
DEPARTMENT

By _____
Licensee
Terrence L. Ellis
City Manager

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