

City of Scottsbluff, Nebraska

Monday, September 16, 2013

Regular Meeting

Item Reports5

Council to consider the License Agreement between Regional West Medical Center and the City of Scottsbluff and authorize the Mayor to execute the agreement.

Staff Contact: Rick Kuckkahn, City Manager

**LICENSE AGREEMENT BETWEEN REGIONAL WEST
MEDICAL CENTER, THE CITY OF SCOTTSBLUFF,
NEBRASKA AND SCOTTS BLUFF COUNTY, NEBRASKA**

This License Agreement ("Agreement") dated _____, 2013 is made between Regional West Medical Center, a Nebraska Non-Profit Corporation, ("RWMC"), the City of Scottsbluff, Nebraska, a Municipal Corporation, ("City"), and The County of Scotts Bluff, Nebraska ("County").

WHEREAS, the County operates a Communications Center which provides communications for the City and its inhabitants; and

WHEREAS, the City and the County have discovered a need to enhance its communication services at RWMC; and

WHEREAS, RWMC is willing to allow the County to house repeaters and antennas in order to enhance communication between the City, the County and RWMC; and

WHEREAS, the City, County, and RWMC now formally enter into this Agreement for the housing, installation, maintenance, and operation of repeaters and antennas ("communication equipment") in RWMC for enhanced communications capabilities; and

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. RWMC grants to the City and the County a non-exclusive right to enter upon real estate owned by RWMC and located at 4021 Avenue B, Scottsbluff, Nebraska ("Real Estate"), for the purpose of locating the uninterruptible power source ("UPS"), two 800 MHZ repeaters and two yagi antennas ("communications equipment"). The purpose of this Agreement is to enhance communications between the City, County and RWMC. This Agreement shall continue for one year from the date of signature hereof but shall automatically extend each year for an additional one year unless terminated according to the terms of this Agreement.
2. RWMC agrees to provide a secure and climate controlled room at the Real Estate wherein the UPS, and two 800 MHZ repeaters will be housed as well as tower space to attach two yagi antennas. RWMC agrees to provide access to the City and County at all times, when required. In addition, RWMC will provide an emergency back-up power in the event the main power would fail. RWMC agrees to provide the main power, back-up power source, room, rack space, and antenna tower space at no cost to the City or County.
3. The County conditionally agrees to relocate its communications equipment to RWMC for placement in order to enhance communications, provided the County

obtains approval from the Federal Communications Commission ("FCC"). The County further agrees to apply to the FCC to re-license the communications equipment in a timely fashion and prior to the relocation. The cost to pay for re-licensing and relocating the communication equipment owned by the County will be allocated between RWMC and the City, with both parties agreeing to pay up to \$5,069.00 to complete the relocation. However, the County agrees to be responsible for the cost to maintain, enhance, upgrade, repair or replace the communications equipment and UPS relocated to RWMC.

4. The City agrees to paying a portion of the costs for moving and re-licensing the communication equipment to RWMC as set forth in paragraph 3.
5. RWMC represents and warrants the use of the communication equipment will not disrupt or interfere with any of the City or County communication activities or RWMC's other communication activities on the Real Estate.
6. The County grants RWMC permission to communicate on the 800 frequencies to the City's fire, police or other law enforcement or emergency activities when appropriate. RWMC now grants permission to the City and the County to communicate on their ultra high frequency ("UHF") radio system when required or appropriate.
7. All parties to this Agreement agree to maintain at all times during the terms of this Agreement, public liability insurance and peril insurance for the communications equipment to insure against claims for personal injury, death or property damage, including damage arising from lightening, occurring in, on or upon the Real Estate. Such insurance shall be at a minimum amount of \$1,000,000.00 for personal injury or death and \$1,000,000.00 for property damage. The City and the County may utilize a Nebraska Intergovernmental Risk Management Pool in lieu of a Nebraska Licensed Insurer to provide the Public Liability Insurance specified in this paragraph. All parties shall name each other as additional insureds.
8. RWMC agrees to pay all utility charges related to the communications equipment. The City and RWMC agree to pay the installation charges as allocated between them as set forth in paragraph 3 herein. The County agrees to pay all maintenance charges, including all enhancements, upgrades, repairs, and replacement of the coax, UPS and communications equipment, in accordance with all applicable building codes and other codes applicable to radio tower installation. In the event the communications equipment must be moved for construction on the Real Estate, the County shall be responsible for the timely removal and relocation of the communications equipment at the County's expense.
9. The City and County shall have a right to access the communication equipment, provided that RWMC shall be notified through its security department prior to

such access. The access shall be granted at any time requested by the City and County.

10. The County shall fully comply with the laws of the United States of America, the Federal Communications Commission and the State of Nebraska. All parties agree that this Agreement is conditional upon the FCC agreeing to the move and a new license being received by the County.
11. This Agreement may be terminated by either party without cause upon giving 180 days written notice to the non-terminating party. Upon termination, the County shall remove all communication equipment placed on the Real Estate.
12. This Agreement may not be altered, changed or amended, except in writing, executed by all parties to this Agreement. This Agreement is non-assignable.
13. All notices required to be given to either party shall be addressed to the parties as follows:

To the City: City of Scottsbluff

2525 Circle Drive

Scottsbluff, NE 69361

ATTENTION: City Manager

To the County: Scotts Bluff County, Nebraska

County Administration Building

1825 10th Street

Gering, NE 69341

ATTENTION: County Clerk

To RWMC: Regional West Medical Center

4021 Avenue B

Scottsbluff, NE 69361

ATTENTION: David Griffiths, CFO, VP of Finance

CITY OF SCOTTSBLUFF,

COUNTY OF SCOTTS BLUFF,

By _____

By _____

REGIONAL WEST MEDICAL CENTER,

By _____
David Griffiths, Vice President