



# STAFF REPORT

## SAUSALITO CITY COUNCIL

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**AGENDA TITLE:** Approval of License for Radio Sausalito to Locate Equipment on City Hall

**RECOMMENDED MOTION:** Approve License for Radio Sausalito to Locate Equipment on City Hall

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### BACKGROUND

With the demotion of the old Police Building Radio Sausalito has had to relocate its broadcasting system. In order to maintain its transmission area Radio Sausalito has asked to utilize a small portion of City Hall as a "repeater site." This involves the location of one antenna and related equipment. The OMIT Committee approved the initial location of the equipment which has been in place since May. The proposed License is being brought to the Council to allow the continued use by Radio Sausalito.

### ISSUES

Radio Sausalito's equipment has been in place at City Hall since May and there have been no complaints from the public or City staff.

Radio Sausalito is required to obtain liability insurance and to indemnify and hold the City harmless from its use of City Hall.

The City has the right to terminate the License at any time.

### FISCAL IMPACT

The License is being provided at no charge to Radio Sausalito. The License does provide that Radio Sausalito will cooperate with the City in allowing use of the system in the event of an emergency.

### STAFF RECOMMENDATIONS

Approve License for Radio Sausalito to Locate Equipment on City Hall

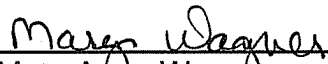
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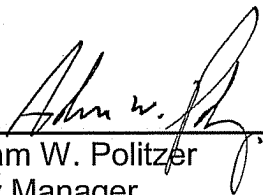
# ATTACHMENTS

1. License

## PREPARED BY:

  
\_\_\_\_\_  
Mary Anne Wagner  
City Attorney

## SUBMITTED BY:

  
\_\_\_\_\_  
Adam W. Politzer  
City Manager

## LICENSE AGREEMENT

This LICENSE AGREEMENT is dated effective as of July 15, 2008, by and between Jonathan Westerling, an individual doing business as Radio Sausalito ("Licensee") having its mailing address as PO Box 397 Sausalito, CA 94966, Attn. Station President, and the City of Sausalito a municipal corporation ("Licensor"), having its mailing address at 420 Litho St. Sausalito, CA 94965 Attn: City Manager

**1. The Site.** Licensor is the record owner of a parcel of real property located in the State of California, County of Marin City of Sausalito commonly known as City Hall also known as Assessor's Parcel No. 063-110-17 (the "Site").

### **2. License of the Premises.**

(a) **Premises.** Licensor hereby grants Radio Sausalito a license to use that portion of the Site generally described as follows: approximately 2 square foot of wall space within the building located on the Site for placement of Radio Sausalito's communications equipment cabinet and space on the rooftop for the placement of 1 antenna (collectively the "Premises")

(b) **Improvements.** The improvements will be located in a mutually agreed upon location.

### **3. Charges.**

(a) **No Charges.** Radio Sausalito shall be provided the Premises without charge so long as the station continues to provide a public broadcast service to the community consistent with its noncommercial, not-for-profit history.

(b) **Utility Charge.** Radio Sausalito shall be provided utilities provided by Licensor limited to a single power outlet with an annual use equivalent to or less than a single standard light bulb. Should power usage exceed this level, Radio Sausalito shall pay to Licensor the cost of utility service provided to the Premises and attributable to Radio Sausalito's use ("Utility Charge"). Calculation of the actual Utility Charge due shall be made jointly by Licensor and Radio Sausalito, and, if they cannot agree, by an arbitrator reasonably acceptable to both parties.

**4. Commencement Date.** This License shall commence on May 1, 2008 (the "Commencement Date").

**5. Use of the Premises.** Radio Sausalito shall use the Premises as one of Radio Sausalito's telecommunication sites (a "Repeater Site") comprising an AM Radio system (the "System") for furnishing radio and emergency communications services to the public that Radio Sausalito is legally authorized to provide during the term of this License.

**6. Access.** Licensor shall provide Radio Sausalito reasonable access to the Premises for the duration of this License for the purpose of installing, constructing, maintaining, restoring, replacing, and operating Radio Sausalito's equipment located within or on the Premises.

**7. Termination.** Licensor may terminate this License at any time and for any reason. Licensor shall attempt to give Licensee not less than thirty (30) days notice of termination.

**8. Warranties and Covenants of Radio Sausalito.** Radio Sausalito warrants and covenants that for the term of this License, Radio Sausalito shall maintain comprehensive general commercial liability insurance, with a single combined limit of \$50,000, insuring against claims arising out of and in connection with Radio Sausalito's use or occupancy of the Premises. Radio Sausalito shall also maintain insurance for perils usual to a standard "all risk" insurance policy on all its equipment, personal property, fixtures, tenant improvements and alterations in, on or about the Premises. Radio Sausalito shall furnish Licensor with a certificate indicating the applicable coverage, upon request.

**9. Protections Against Interference.** Licensor shall make reasonable efforts to provide Radio Sausalito with notice of any proposed installation of communication antennas or equipment on the Site which could interfere with Radio Sausalito's operation of the System or diminish the superiority of Radio Sausalito's signal quality for the area serviced by the Repeater Site.

**9. Indemnification/Hold Harmless.** Radio Sausalito shall indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, City and its elected and appointed officials, officers, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with this License and/or Radio Sausalito's use of the Site and/or the Premises or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of the City.

**10. Title To and Removal Of Radio Sausalito's Equipment; Surrender.** Title to Radio Sausalito's equipment, and all improvements installed at and affixed to the Premises by Radio Sausalito shall be and shall remain the property of Radio Sausalito. Radio Sausalito may, at any time, including any time it vacates the Premises, remove Radio Sausalito's equipment, fixtures, and all of Radio Sausalito's personal property from the Premises. Upon vacation or termination of this License, Radio Sausalito shall remove the equipment and improvements installed at the Premises by Radio Sausalito and shall surrender the Premises in as good order and condition as when first occupied by Radio Sausalito, wear and tear excepted. In the event that Radio Sausalito does not remove its equipment within thirty (30) days of vacation or termination of this License, the City shall have the right to remove such equipment and repair the Premises and Radio Sausalito shall be responsible for the cost of such removal and repair.

**11. Emergency Radio Service.** The City and Radio Sausalito shall cooperate in the utilization of Radio Sausalito's broadcast system by the City in the event of an emergency. Radio Sausalito acknowledges and agrees that the City is obtaining equipment necessary to allow the City remote access to the broadcasting system in the event of an emergency and that such equipment is the property of the City and shall be returned upon request of the City. The City shall indemnify, and hold harmless to the full extent permitted by law, Radio Sausalito and its, officers, agents and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with the City's access to Radio Sausalito's broadcast system, except such Liability caused by the active negligence, sole negligence or willful misconduct of the Radio Sausalito.

**12. Notices and Other Communications.** Notices required by this License shall be delivered by (i) personal delivery (including delivery by overnight courier service which obtains confirmation of receipt) or (ii) postage prepaid return receipt requested certified mail, addressed to the party for whom intended at the addresses appearing in the first paragraph above or such other address as the intended recipient may designate by written notice.

**13. Waivers; Written Agreement to Govern; Attorneys' Fees.** Any waiver of any right under this License must be in writing and signed by the waiving party. This License is the entire understanding between the parties relating to the subjects it covers. The prevailing party in any action or proceeding brought to enforce this License shall be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such action or proceeding from the other party.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the day and year first set forth above.

By: \_\_\_\_\_

Title: FOUNDER & PRESIDENT

Printed Name: JONATHAN WESTERLING

LICENSOR: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Federal Tax ID. No: \_\_\_\_\_

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