



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

Resolution: R-EN-140-2018

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**File Number: RES-18:153**

**Enactment Number: R-EN-140-2018**

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS APPROVING A RADIO TOWER SPACE LEASE AND INDEMNIFICATION AGREEMENT WITH MEDIC ONE AMBULANCE SERVICE, LLC

WHEREAS, the City of Jonesboro, Arkansas desires to lease space for a metal guide radio tower transmitter to Medic One Ambulance Service, LLC; and

WHEREAS, Medic One Ambulance Service, LLC has agreed to the terms of the Agreement and will pay the City of Jonesboro a rental fee of \$525.00 per month to lease the space for a period of one year effective September 1, 2018; and

WHEREAS, This agreement shall renew automatically each year if neither party seeks termination as described in the agreement.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

1. The City of Jonesboro approves the Radio Tower Space Lease and Indemnification Agreement with Medic One Ambulance Service, LLC.
2. The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

PASSED AND APPROVED this 2nd day of October, 2018.

## RADIO TOWER SPACE LEASE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is entered into by and between Medic One Ambulance Service, LLC hereinafter "Lessee" and the city of Jonesboro, hereinafter "Lessor" for the purpose herein stated.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant, contract and agree as follows:

1. Lessee does hereby lease to lessor a site for placement of a 2' X 3/8' Tall Foot Metal guide Radio Tower Transmitter for use by County on Lessors property described on the attached Exhibit "A" to be approved by Lessor prior to placement thereof.
2. Lessee agrees to pay Lessor the sum of \$525.00 per month due on September 1, 2018.
3. The tower shall be for the exclusive use of Medic One Ambulance Service, LLC. In Craighead county and the divisions thereof. If other persons or entities desire to use said tower, Medic One Ambulance Service, LLC in Craighead County shall be entitled to allow said use upon customary consideration for same being paid to Lessor.
4. Lessee shall be allowed access to and from the said tower across the property described on the attached Exhibit "A". The exact location on the access must be approved by the Lessor prior to use. Lessee shall be responsible for construction and maintaining an access used for the tower.
5. The use of the property for the tower and access by lessee must not interfere with the use and enjoyment of the property by Lessor.
6. Lease covers antenna space on the tower for transmit and receive. The system inside the tower control room is (1) rack space of 2 ft. X 3 ft. and two (2) 110 Volt outlets.
7. The city of Jonesboro will pay utilities cost of \$25.00 to CWL (City Water and Light) per agreement with Jack Rice with CWL.
8. Any FCC and FAA approval of the placement of the Tower and use thereof shall be responsibility of Lessee.
9. Lessee agrees to indemnify, defend and hold Lessor harmless from any and all liability, suits, demands and claims for property damage or personal injury claimed or caused to any person, or any other claim arising directly or indirectly out of the placement, use and operation of said Tower. Lessee further agrees to assume defense on behalf of Lessor of any litigation brought against Lessor relation to said tower and pay all costs, expenses, attorney fees and monetary awards incurred by lessor in said litigation.
10. In the event it is necessary for Lessor to retain the services of an attorney to enforce any terms of this agreement, Lessee agrees to pay all costs and attorney fees in the event Lessor is the prevailing party.
11. The City of Jonesboro is released of ALL liability for ALL work climbing on said tower and property that may be performed by Lessee or contracted service by Lessee. All rental agreements will meet all State & Federal regulations for frequency coordination of said location. The City of Jonesboro will have final approval of frequencies added to tower location.
12. Either party seeking to terminate this agreement may do so with a written letter of termination to the other party. Upon receipt of the letter termination, the contract shall be good for (90) days before becoming null and void. This Agreement shall automatically renew each year if neither party seeks termination.

13. No modification of the Agreement shall be effective unless it is made in writing and signed by the authorized representatives of the parties hereto.
14. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
15. In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such as invalidity, illegality, or unenforceable shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, or unenforceable provision had never been contained herein.
16. Each party represents to the other that the individual signing the Agreement below has been duly authorized to do so by its respecting governing body and that this Agreement is binding and enforceable as to each party.
17. This Agreement constitutes the entire agreement of the parties and may not be modified except in writing.

DATED this the 10 day of September 2018

LESSEE:



RYAN KIBLER  
MEDIC ONE AMBULANCE SERVICE, LLC