

CITY OF VALDEZ, ALASKA

RESOLUTION #22-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING LEASE AMENDMENT #1 WITH COPPER VALLEY WIRELESS, INC. FOR A .5 ACRE PORTION OF ASLS 87-18

WHEREAS, the City of Valdez entered into a Lease Agreement commencing July 15, 2012 with Copper Valley Wireless for a .5 Acre Portion of ASLS 87-18, expiring June 30, 2022 with three five-year options to renew; and

WHEREAS, Copper Valley Wireless, Inc. requested to utilize option one of their renewal options, amending the term from July 1, 2022 through June 30, 2027; and

WHEREAS, the City of Valdez is working on updating insurance language in lease agreements to the best practice standard established by our Legal Department as leases come up for renewal; and

WHEREAS, Copper Valley Wireless, Inc. is amenable to amending the insurance requirements in their lease; and

WHEREAS, Copper Valley Wireless, Inc. has demonstrated adequate insurance coverage to meet the requirements of the amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that:

Section 1. The City Council of the City of Valdez, Alaska authorizes lease Amendment No.1 with Copper Valley Wireless, Inc. for a .5 Acre Portion of ASLS 87-18

Section 2. This lease amendment shall amend this lease to extend the term for five additional years, commencing July 1, 2022 and terminating on June 30, 2027 with two, five-year options to renew remaining.

Section 3. Section 10 of the Lease is repealed and replaced in its entirety with the following language:

"10.01. Insurance Requirement. LESSEE shall, at its own expense, purchase, maintain and otherwise keep in force the following insurance for the duration of this Agreement. LESSOR shall be notified no fewer than thirty (30) days prior to any termination, cancellation, or any other material change in such insurance. LESSEE shall provide LESSOR the insurance policy including all endorsements prior to the commencement of any activity undertaken in connection with this Lease.

General Liability: Covering LESSEE and LESSOR for any and all claims for personal injury, bodily injury (including death) and property damage (including environmental degradation or contamination) arising from any activity occurring as a result of this Lease.

Minimum limits:       \$1,000,000 Each Occurrence  
                              \$100,000 Damage to Rented Premises  
                              \$5,000 Medical Payments  
                              \$1,000,000 Personal & Adv Injury  
                              \$2,000,000 General Aggregate  
                              \$2,000,000 Products and Completed Operations Aggregate

The City of Valdez shall be included as an Additional Insured.

Auto Liability (if applicable): LESSEE shall maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

Minimum Limits:       \$1,000,000 Combined single limit each accident

The City of Valdez shall be included as an Additional Insured.

Workers' Compensation: LESSEE shall maintain Workers' Compensation and Employer's Liability Insurance.

Minimum Limits:       1. Workers' compensation – statutory limit  
                              2. Employer's liability:  
                                  \$100,000 bodily injury for each accident  
                                  \$100,000 bodily injury by disease for each employee  
                                  \$500,000 bodily injury disease policy limit."

Section 4. Section 9 of the Lease is amended to include additional section 9.02:

"9.02 Waiver of Subrogation. For the purpose of waiver of subrogation, LESSEE releases and waives all rights to claim or recover damages, costs or expenses against LESSOR for any casualty of any type whatsoever in, on or about the Premises if the amount of such damage, cost or expense has been paid to such damaged party under the terms of any policy of insurance required herein."

Section 6. All other terms and conditions of said Lease shall remain in full force and effect. This resolution shall be in effect immediately upon approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 5<sup>th</sup> day of July, 2022.

CITY OF VALDEZ, ALASKA

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Sharon Scheidt, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk