

STATE OF GEORGIA
COWETA COUNTY

**AN AGREEMENT
BETWEEN COWETA COUNTY, GEORGIA
AND THE BILL GREMILLION MEMORIAL RADIO CLUB**

THIS AGREEMENT entered into the 21st day of June, 2011, between COWETA COUNTY, GEORGIA ("COUNTY") and the Bill Gremillion Memorial Radio Club ("RADIO CLUB").

WHEREAS, the County provides emergency service communications throughout the incorporated and unincorporated areas of Coweta County;

WHEREAS, RADIO CLUB provides a necessary back-up communication system in times of emergency;

WHEREAS, the Georgia Emergency Management Agency (GEMA), the Georgia Department of Public Health and the National Weather Service recommend that local governments utilize ham radio groups, such as RADIO CLUB to maintain a line of communication during an emergency; and

WHEREAS, the COUNTY finds that executing this agreement ("AGREEMENT") with RADIO CLUB to provide back up radio service is in furtherance of the health, safety and welfare of the public.

NOW, THEREFORE, in consideration of the mutual covenants and benefits flowing between the parties as set forth more fully below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Obligations of RADIO CLUB.

RADIO CLUB shall:

- A. transfer all equipment listed on Exhibit "A" ("Equipment") to the County by a bill of sale;
- B. repair, replace and keep all equipment in good working order at no cost to the COUNTY;
- C. work with the Coweta County EMA Director to develop a training program and recruit volunteer amateur radio operators to support the COUNTY, its agents and assigns with communications in time of need;
- D. have all repairs and upgrades performed by a repair technician acceptable to COUNTY and COUNTY's sub-lessee, Municipal Communications, LLC or its assignees, for all RADIO CLUB ground based radio and associated equipment to insure that said equipment is kept in good

working order. RADIO CLUB agrees that only licensed, bonded, and insured companies acceptable to the COUNTY and COUNTY's sub-lessee, Municipal Communications, LLC, or its assignees, shall do any tower work on the antenna and coaxial cable;

- E. notify the Coweta County EMA Director and COUNTY's sub-lessee Municipal Communications, LLC or its assignee, when it is necessary for RADIO CLUB to enter the county's property to maintain, repair or replace its equipment;
- F. only enter the radio tower property when accompanied by a designated county official; and
- G. require any member who enters the radio tower property to sign a release provided by the COUNTY prior to entering.

2. Obligations of the County:

County shall:

- A. accept the equipment list on Exhibit "A" "as is" and have said Equipment installed on the radio tower located on Temple Avenue owned by Municipal Communications, LLC pursuant to the sublease entered January 18, 2011. All Equipment to be located on the Tower shall be located in the top one hundred (100) feet of the tower designated in said sublease for county use;
- B. insure the Equipment under COUNTY's applicable liability policies; and
- C. provide access to the radio tower site with twenty-four hours notice.

3. Term.

The initial term of this Agreement ("Initial Term") shall be one (1) partial year term commencing on ("Commencement Date") upon the execution of this Agreement and ending December 31, 2011, and thereafter, shall be automatically renewed for up to twenty four (24) additional annual terms (each a "Renewal Term") unless County provides RADIO CLUB notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term, or any Renewal Term. Upon termination, COUNTY shall transfer all Equipment, other than the antenna and coaxial cable, then existing at the Temple Avenue tower location back to RADIO CLUB by bill of sale.

4. Indemnification.

To the fullest extent permitted by law, RADIO CLUB shall defend, indemnify and hold harmless COUNTY and its officials and employees from and against all actions, causes of action, claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Agreement. All members of RADIO CLUB who

shall enter the radio tower property shall sign personal indemnification and release forms prior to entering the property.

5. Miscellaneous.

- A. Independent Contractor Status. It is mutually understood and agreed that the relationship between the parties shall be that of independent entities contracting with each other at arms length towards an independent contractor relationship. This Agreement does not and shall not be construed to create the relationship of agent, employee, partnership, joint venture or association between the parties.
- B. Exclusivity. This Agreement is nonexclusive and does not affect either party's ability to contract with other entities.
- C. Notices. Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be deemed sufficiently given (i) on the day personally delivered, (ii) three (3) business days after deposit in the U.S. Mail if mailed by registered or certified U.S mail, return receipt requested, postage prepaid, or (iii) on the day of delivery if sent by recognized courier to the addresses given below. Each party may change its address indicated below by giving the other party written notice of the new address in the manner set forth above.

To COUNTY: Theron Gay, Administrator
Coweta County, Georgia
22 East Broad Street
Newnan, Georgia 30263

To RADIO CLUB: Eddie L. Wilson
President, Bill Gremillion Memorial Radio Club
1054 Beavers Road
Newnan, Georgia 30263

- D. Entire Agreement. This Agreement, and all exhibits and attachments hereto, contains the entire and complete understanding and Agreement between the parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.
- E. Amendments. This Agreement may be amended or modified by mutual consent of the parties, provided any and all such amendments or modifications shall be in writing and signed by authorized representatives of both parties.
- F. Assignment. Nothing contained in this Agreement shall be construed to permit the assignment by RADIO CLUB of its rights or obligations set forth herein without the prior written consent of County. Any attempted assignment shall be void and of no effect if not in accordance with this provision.

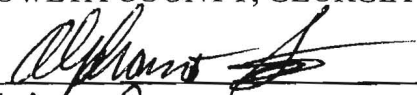
- G. Binding AGREEMENT: This Agreement shall be binding upon and shall inure to the benefit of, the parties and their respective representatives, successors and permitted assigns.
- H. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.
- I. Waiver. No waiver of any provision of this Agreement shall be effective, unless in writing and signed by the party to be charged. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
- J. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- K. Governing Law. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Georgia, without giving effect to its conflicts of laws provision. Any dispute arising out of or any way related to this Agreement shall be submitted to the State or Superior Court of Coweta County and the parties hereto expressly consent to venue and jurisdiction therein.

6. Counterparts

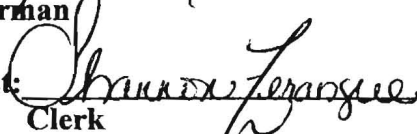
This Agreement shall be executed in duplicate counterparts, each of which shall be considered an original. This Agreement shall be spread upon the minutes of the parties and certified copies of said minutes shall be delivered to each party by the other.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed in its name by the signature of its Chairman, and clerk and the sealing of it with the corporate seal of the county on this the 21st day of, June 2011.

COWETA COUNTY, GEORGIA



 Chairman

Attest: 

 Clerk

(S E A L)

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the RADIO CLUB has caused this Agreement to be executed in its name by the signature of its President and Secretary and the sealing of it with the official seal of the RADIO CLUB on this the 20 day of June, 2011.

BILL GRIMILLION MEMORIAL RADIO CLUB

Eddie L. Wilson, Jr.
President

Print Name: Eddie L. Wilson, Jr.

Attest: Philip L. Henefield
Secretary

Print Name: PHILIP L. HENEFIELD

I, Philip L. Henefield, Secretary of the Bill Grimillion Memorial Radio Club, CERTIFY that the appropriate action has been taken by the members, officers and/or Directors to enter this Agreement and bind the Bill Grimillion Memorial Radio Club to the obligations and duties set forth herein.

Philip L. Henefield
Secretary

Print Name: Philip L. Henefield