

RADIO TOWER JOINT USER AGREEMENT

This Agreement made by and between the City of Jonesboro, Arkansas, herein referred to as “City” and, City Water & Light Plant of the City of Jonesboro, Arkansas, herein referred to as “CWL” as of _____, 2016 (“Effective Date”).

WHEREAS, CWL owns the real property located at 2410 Greensboro Road, Jonesboro, Arkansas as more particularly described in Exhibit “A” attached hereto (“Property”)

WHEREAS, CWL and City have determined that there is mutual operational benefit to the parties constructing a new 196’ freestanding communications tower (“Tower”) and communications building (“Building”) on the Property (together, the “Project”); and,

WHEREAS, following construction, the Tower and Building will be owned by CWL but will be jointly utilized by CWL and the City, particularly by the City and CWL respectively for E911, Jonesboro Traffic Operations and CWL Operations; and,

WHEREAS, City agrees to contribute the sum of \$50,000.00 towards the total cost of the Project and CWL agrees to contribute \$100,000.00 towards the total cost of the Project; and,

WHEREAS, following completion of the Project, CWL will be the owner of the Property, Tower and Building and be responsible for all repairs and maintenance thereto.

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

1. The initial term of this Agreement is for a period of ten (10) years commencing on the Effective Date (“Initial Term”). At the end of the Initial Term, the term of this Agreement shall automatically renew for one (1) additional term of ten (10) years (“Renewal Term”) unless written notice of nonrenewal is provided by either party no later than one (1) year prior to expiration of the Initial Term. If renewed, the Renewal Term shall be upon the same terms, provisions, covenants, and conditions as are contained in this Agreement.
2. CWL and City agree to make their respective part of the Contributions as described above. The Contributions will be made by each party as needed to fund the construction of the Project.

3. CWL hereby grants to City the non-exclusive right of ingress and egress to the Property for the purpose of the City's operation, inspection, repair and maintenance of its equipment associated with the City's communications network located on the Tower, in the Building or on the Property. Following completion of the Project, CWL will be the owner of the Property, Tower and Building and be responsible for all repairs and maintenance thereto.
4. CWL shall be solely responsible for providing electrical power to the Building, Tower and associated equipment which will also include an emergency generator and automatic switching mechanism in the event of power failure.
5. CWL shall have the right to lease space on the Tower to other parties as long as such use does not interfere with the use by City or its equipment on the Tower. In the event CWL leases space on the Tower, all of the revenue received from such leases shall belong to CWL.
6. City has the right to use space on the Tower and in the Building in coordination with the use of the Tower and Building by CWL. The parties will work together on the use of the Tower and Building so that the parties' use will be for the mutual benefit of both parties hereto.
7. City agrees to dedicate one (1) block of system talk groups on the City's turbo radio system for use exclusively by CWL. In consideration of its obligations under this Agreement, CWL shall be entitled to use such block at no cost to CWL. City agrees at its sole cost and expense to maintain, repair and replace the turbo radio system as necessary during the Term of this Agreement to ensure CWL's use thereof.
8. CWL and City agree to practice frequency coordination with each other regarding any future equipment to be located on the Tower, including as provided in paragraph 5 above.
9. Termination. This Agreement may be terminated by either party as follows:
 - 9.1 By mutual written agreement signed by both parties; or
 - 9.2 For breach by any party in the event of a material default by the other party and failure by the defaulting party to cure same within sixty (60) days of receipt of written notice of such default from the non-defaulting party.
10. Assignment. Neither party shall sell, assign, transfer, hypothecate, pledge or encumber its rights in this Agreement in any manner without the prior written consent of the other party hereto.
11. No modification of this Agreement shall be effective unless it is made in writing and signed by the authorized representatives of both parties hereto.

12. 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.
13. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
14. Each party represents to the other that the individual signing of this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.
15. This Agreement constitutes the entire agreement of the parties and may not be modified except in writing.
16. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

DATED this the ____ day of _____, 20 ____.

CWL:

CITY:

Name: Jake Rice III

Name: Donna Jackson

Title: Manager

Title: City Clerk

CITY:

Name: Harold Perrin

Title: Mayor of Jonesboro

Exhibit "A"

Description of Property

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