

ORIGINAL

CITY OF HAMPTON
STATE OF GEORGIA

RESOLUTION NO. 20-13

WHEREAS, the City of Hampton (hereinafter "City") is governed by the Mayor and Council; and

WHEREAS, the City was approached by Henry County regarding the use of City-owned land for the placement of an emergency communications tower; and

WHEREAS, the City has expressed interest in allowing the County to lease the premises with certain conditions; and

WHEREAS, the City and the County negotiated an agreement for the lease of certain land as described in the attached Exhibit "A" and which is incorporated by reference; and

WHEREAS, the attached Exhibit "A" details the entire agreement between the City and County for the County's use of the City-owned property for the purposes of an emergency communications tower; and

WHEREAS, it is determined that it is in the City's best interest to enter into the agreement with the County as detailed in Exhibit "A"; and

WHEREAS, the Mayor is authorized to sign the agreement;


IT IS HEREBY RESOLVED that the City Council enter in the attached agreement with the County and the Mayor is authorized to sign the same.

SO RESOLVED, this 12 day of May, 2020.

CITY OF HAMPTON, GEORGIA:


STEVE HUTCHISON, Mayor

ATTEST:


MELISSA BROOKS, City Clerk

APPROVED AS TO FORM:


L'ERIN BARNES WIGGINS, City Attorney

**RESOLUTION APPROVING
EMERGENCY COMMUNICATIONS TOWER LEASE AGREEMENT FOR
TOWER SPACE LOCATED AT 233 RICHARD PETTY BLVD**

WHEREAS, the Henry County Emergency Communications radio system provides public safety communications to public safety; and

WHEREAS, the Henry County Emergency Communications Center maintains the public safety radio network; and

WHEREAS, to better serve the citizens of Henry County, the County desires to construct a cell tower on property located at 233 Richard Petty Blvd., Hampton, Georgia owned by the City of Hampton; and

WHEREAS, an Emergency Communications Tower Lease Agreement (attached hereto as Exhibit A) with the City of Hampton will allow access and provide easement to the property at no additional cost to the County; and

WHEREAS, Henry County will be responsible only for the cost of construction, maintenance, utilities and system operations, and the use of this tower will be for the life of the emergency communications system; and

WHEREAS, funds for construction are available in the Emergency Management budget.

NOW, THEREFORE, BE IT RESOLVED, the Henry County Board of Commissioners approves the attached Emergency Communications Tower Lease Agreement (attached hereto as Exhibit A) with the City of Hampton for the construction of a communications tower, and authorizes the Chair and/or County Manager to execute the same, along with any and all other documents necessary to achieve the goals of this Resolution.

This 5th day of May, 2020

HENRY COUNTY BOARD OF COMMISSIONERS

BY: 
June Wood, Chair

ATTES:


Stephanie Braun, County Clerk

**CITY OF HAMPTON AND HENRY COUNTY
EMERGENCY COMMUNICATIONS TOWER COMMUNICATIONS TOWER
LEASE AGREEMENT**

This **LEASE AGREEMENT** (hereinafter "Agreement"), made and entered into as of this __ day of , 20_, by and between the City of Hampton, Georgia, a political subdivision of the State of Georgia (the "City") and Henry County, Georgia, a political subdivision of the State of Georgia (the "County").

WHEREAS, the City is the owner of certain land and improvements located at 233 Richard Petty Blvd, Hampton, Georgia, (hereinafter collectively referred to as the "Premises"), and shown on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, City desires to lease to the County a portion of the Premises, having dimensions of approximately 60_ x 80_ and located on the Southwest Corner portion of the Premises, (hereinafter the Tower Site") as described on Exhibit "B" attached hereto and incorporated herein by this reference; and County desires to lease the Tower Site on the terms and conditions stated herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

1. ***The Tower Site.*** The City does hereby lease unto County, its heirs, successors and assigns, the Tower Site along with adequate room for ingress and egress thereto to Richard Petty Blvd over and across the existing driveway located on the Premises.
2. ***Use of the Tower Site.*** The County shall use the Tower Site for the construction, maintenance and operation of an Emergency Communications Tower along with such supporting and accessory structures and facilities necessary for the operation thereof.
3. ***Term of Lease.*** The commencement date of this lease shall be May 6, 2020 and shall end on December 31, 2021 (hereinafter the "Term").
4. ***Rent.*** For the rights herein granted by the City to the County, for and during the Term of this Agreement, the County, in lieu of rent, shall perform the following:
 - a. Maintenance and repair of the Tower Site to include the Emergency Communications Tower and all accessory structures and facilities;
 - b. Maintain the grass, trees, woods, and brush on the Tower Site;
 - c. Pay all utilities necessary to service the Emergency Communications Tower and related facilities;
 - d. Provide emergency communications and dispatch services for and on behalf of the City of Hampton.
5. ***Revenue Sharing.*** To the extent that the County sells space on the Emergency Communications Tower to a third-party, the fees collected by the County shall be shared with the City at a 50/50 split. To ensure proper accounting of fees due under

this provision, the City shall be allowed to bi-annually audit the County collections. Revenue sharing shall survive any assignment by the County.

6. ***Renewal and Termination.*** The Parties shall have the right and option to extend the Term of this Agreement for 10 successive one-year period(s) (each one-year period shall hereinafter be referred to as "Renewal Term"). To exercise this option to extend this Agreement, the parties must agree to extend no later than thirty (30) days prior to the expiration of the then existing term. Should either party elect to terminate this Agreement, either party shall give the other party written notice thereof not later than thirty (30) days prior to the expiration of the then existing term. Failure to agree to an extension shall result in the termination of Agreement at the expiration of the then existing term. All other terms and conditions of this Agreement shall apply during any such Renewal Term. The Term plus any effective Renewal Term shall hereinafter be collectively referred to as "Term". Should the Emergency Communications Tower cease to be operational during any Renewal Term, the Agreement shall terminate at the end of the term in which the tower ceases to operate.
7. ***Construction, Operation of Emergency Communications Tower.*** During the Term of this Agreement, the County shall construct, operate and maintain the Emergency Communications Tower in accordance with all applicable laws, rule and regulations. The City shall permit the County to utilize such portions of the Premises, outside of the Tower Site, for the construction and maintenance of the Emergency Communications Tower and related facilities. Failure to construct the tower within this initial Term shall terminate this Agreement at the end of this initial Term unless the parties agree to a Renewal Term (see Section 5).
8. ***County's Right of Access.*** City agrees that County shall have free access to the Premises for the purpose of installing the radio equipment and during the Term of the Agreement, free ingress and egress to said Premises is hereby granted to County for the purpose of maintenance and repair.
9. ***Liability.*** In connection with County's use of Premises, City shall not be liable to County for any loss or damage, regardless of cause, except damage caused by City's negligence.
10. ***End of Term.*** At the expiration or termination of this Lease, County shall remove all property from the Tower Site, which was placed there by the County and shall restore the Tower Site to that condition as existed upon the commencement of this Agreement.
11. ***Liens.*** The County shall not permit any mechanics, material man's or other liens to stand against the Tower Site or the Premises for any labor or material furnished by the County in connection with work of any character performed on the Tower Site or the Premises by or at the direction of the County.

12. **Default.** The following events shall constitute events of default by the County under this Agreement: if County shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement, and shall not cure such failure within sixty (60) days after the City gives the County written notice thereof, or, if such failure shall be incapable of cure within sixty (60) days, if County shall not commence to cure such failure within such sixty (60) day period and continuously prosecute the performance of the same to completion with due diligence.
13. **Notices.** All notices, demands and requests required or permitted to be given under the provisions of this Lease shall be deemed duly given if sent by registered or certified United States mail, postage prepaid, addressed as follows:
- a. *If to the City*
- City Manager
City of Hampton
17 West Main Street
Hampton, Georgia 30228
- b. *If to the County:*
- Director
Henry County Emergency Management Agency
526 Industrial Blvd
McDonough, Georgia 30253
- With a copy to:*
- County Manager
Henry County, Georgia
140 Henry Parkway
McDonough, GA 30253
14. **Assignment.** Except to another entity local or state governmental entity, the County shall not assign this Agreement or sublet the Tower Site or any part thereof without prior written consent of the City, which shall not be unreasonably withheld. An assignee or sublessee shall be bound by the same conditions of this Agreement as the County.
15. **Waiver.** Failure or delay on the part of the parties hereto to exercise any right, power or privilege hereunder, shall not operate as a waiver thereof.

16. **Special Stipulations.**
- a. All equipment and personal property placed or constructed on the Tower Site by County pursuant to this Agreement shall be and remain the property of the County.
17. **Binding Effect.** This Agreement and each and every provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
18. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations between such parties and can be amended, supplemented or changed only by agreement in writing which makes specific reference to this Agreement and which is signed by each party hereto.
19. **Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia.
20. **Severability.** Should any provision of this Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

IN WITNESS WHEREOF, the City and the County have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the parties keeping one of the duplicate originals.

IN WITNESS WHEREOF, the undersigned hereby affix their hands and seals this 12 day of May, 2020.

CITY OF HAMPTON, GEORGIA

BY:



TITLE:

Mayor

Attest:

 [SEAL]
Melissa Brooks, Clerk

HENRY COUNTY, GEORGIA

BY: *Christy B. Matthews*
Christy B. Matthews

TITLE: *County Manager*

Attest:



STEPHANIE BRAUN, County Clerk

[SEAL]