

AGREEMENT CONCERNING WNKI 578 RADIO

This AGREEMENT CONCERNING WNKI 578 RADIO ("**Agreement**") is entered into the 11th day of December, 2014 ("**Effective Date**"), by and between Idyllwild Fire Protection District ("**IFPD**"), a public entity, and Mile High Radio Club ("**MHRC**"), a California nonprofit public benefit corporation, which has received its designation as nonprofit corporation pursuant to the Internal Revenue Code Section 501(c)(3). IFPD and MHRC may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

This Agreement is based upon the following facts.

- A.** IFPD is a public entity, whose purpose is to, without limitation, provide Fire Protection, Advanced Life Support Medical Services, Basic Life Support Medical Services, Rescue, Public Assistance, Fire Prevention, and Public Safety Education.
- B.** MHRC exists for the purpose of promoting amateur radio, camaraderie among fellow ham operators, and enhancing emergency services of the San Jacinto Mountain region.
- C.** MHRC membership includes (i) individuals who are licensed by the Federal Communications Commission ("**FCC**") as amateur radio operators, and (ii) individuals who are members of the Radio Amateur Civil Emergency Service ("**RACES**") and the Amateur Radio Emergency Service ("**ARES**"), two nationally and internationally recognized organizations that further serve the communities in which they operate during times of natural or man-made disasters. As such, MHRC, through its members, possess knowledge through training, education and experience, in the operation and maintenance of, among other things, radio broadcasting equipment, operations and methodology. Together, the knowledge of MHRC members concerning the maintenance and operation of radio broadcasting equipment, as well as the knowledge and experience of certain MHRC members with respect to emergency operations through RACES and ARES, are referred to as "**MHRC Experience**".
- D.** Idyllwild and nearby communities, are located in the San Jacinto Mountain Range in the unincorporated area of Riverside County, California. Collectively, Idyllwild and nearby communities are hereinafter referred to as the "Community".
- E.** Due to the relative remoteness of the Community from metropolitan centers and associated resources, the IFPD recognizes the need to maintain a functioning emergency radio broadcast station that will inform the citizenry of information concerning the Community.
- F.** IFPD is the FCC-authorized Licensee ("**Licensee**") of that certain radio station, WNKI578 ("**WNKI**"), which operates at 1610 AM, and which provides certain information for the benefit of the Community. The broadcast station for WNKI is physically located at the Idyllwild Fire Department, in the community of Idyllwild at 54160 Maranatha Drive, Idyllwild, California ("**Broadcast Station**").
- G.** IFPD is desirous of utilizing the MHRC Experience with respect to the operation and maintenance of WNKI, all as more fully set forth in this Agreement.

TERMS OF AGREEMENT

NOW THEREFORE, and in consideration of the Recitals set forth above (which are hereby incorporated as though set forth in full), the mutual exchange of duties and obligations set forth herein, and the other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. WNKI Operations

1. Operation and oversight of WNKI shall be through the joint coordination and cooperation of the Parties through a committee comprised of the IFPD and MHRC ("**Committee**"), with final approval of IFPD as the Licensee. The Committee shall be the conduit by which both Parties communicate with each other and share pertinent information relating to WNKI operations. The IFPD and MHRC are required to provide a representative to the Committee. Any issues affecting policy, recommendation, and/or subsequent change that alter the purpose of WNKI will be implemented only if it meets FCC operating guidelines and after a consensus is reached by the Committee and is approved by IFPD.
2. During normal (or nonemergency) conditions, WNKI will broadcast general road conditions and pending weather updates, evacuation and re-entry information, and other information vital to the welfare of citizens of the Community. The broadcasts may also include other briefs on forest activity restrictions, general preparedness, items to consider for an emergency and any schedules pertaining to local exercises or demonstrations of emergency preparedness and or emergency communication operations.
3. During times of emergency, MHRC shall use its best efforts that WNKI will broadcast 24 hours a day, 7 days a week, with updates as to the emergency at hand all as may be agreed by the Committee. A time of emergency may be determined by the IFPD Fire Chief or by the Public Information Officer ("**PIO**") assigned by Incident Command, as set forth in Appendix "A", the Communication Flow Chart, attached hereto and incorporated herein. The updates relating to the emergencies will be provided to WNKI from IFPD (or any other designated public service office) or the PIO and then broadcast to the general public.
4. Subject to the provisions of this Section A concerning WNKI Operations, and subject further to any conditions or limitations imposed by the FCC license or rules and regulations promulgated by the FCC, IFPD shall have command over WNKI unless California Department of Forestry and Fire Protection (aka Cal Fire), Riverside County Office of Emergency Services or the U.S. Forest Service becomes the lead agency and takes control of Incident Command during the event of an emergency or disaster affecting the Community. At such times WNKI will broadcast emergency updates from the designated PIO that the Incident Command appoints.
5. Use of WNKI should be considered during the planning phase for all large preplanned emergency exercises and incorporated into any written operations or plans. In the case of unplanned events, use of WNKI will be in accordance with procedures outlined in the Standard Operating Procedures to be prepared by the MHRC Technical Committee, with the prior input and approval of IFPD, and per the FCC rules, regulations and guidelines concerning operation of WNKI.
6. The Parties further agree to periodically set and participate in area-wide drills to the greatest possible extent. The purpose of these drills is to heighten public awareness of WNKI, and to prepare local emergency personnel and the Communities should an actual emergency occur.
7. MHRC shall (i) put forth recommendations on station broadcast operations, maintenance, upgrades and budgets and (ii) provide training for all persons utilizing the Broadcast Station, whether such persons are volunteers, employees, or otherwise.
8. Should background checks be deemed proper and advisable by the Parties, or required by any third party with authority concerning the issue, IFPD shall be responsible for the cost and shall act to coordinate and accomplish said checks in an expeditious manner.

B. WNKI Maintenance and Management

9. IFPD shall provide and maintain a secure structure suitable for the Broadcast Station, said structure to be accessible to MHRC as further described in this Agreement. IFPD shall also provide and maintain utilities to the Broadcast Station, including back-up power, in the event of power outages. IFPD shall not be responsible for providing telephone, cable or internet service to the Broadcast Station, but shall accommodate the installation of such services.
10. Upon the mutual signing of this Agreement, IFPD shall provide MHRC a list of any and all WNKI equipment or materials not maintained at the Broadcast Station. Thereafter, MHRC shall provide, for the mutual use of the Parties, an equipment inventory of the Broadcast Station, which list shall include those items, if any, provided by IFPD in its list to MHRC. MHRC shall also, from time-to-time, schedule inspections, prepare a list of items for maintenance, repair and replacement to keep the Broadcast Station operational, and suggest upgrades that will permit WNKI to fulfill its goal of reaching citizens of the Community with vital information.

C. Financial

11. Funding for WNKI has always been through public agencies, community organizations and private donations. It is the intention of the parties to at all times act for the benefit of the community in fulfilling the obligations set forth herein.
12. IFPD shall, within twenty (20) business days of the Effective Date, provide to the reasonable satisfaction of MHRC, a current accounting of all funds held on account of WNKI, along with all outstanding obligations, including actual and contingent, concerning WNKI. MHRC shall either accept or take exception to such accounting within sixty (60) business days of receipt of the accounting. Failure to provide written objection to IFPD of the accounting shall be deemed MHRC's acceptance of the accounting. Except that upon MHRC providing to IFPD in writing a written request for additional accounting information or answers to questions concerning the accounting provided by IFPD, MHRC shall receive one business day in addition to the sixty (60) business days referred to herein to accept or take exception to the IFPD accounting until IFPD delivers satisfactory responses to the MHRC inquiry.
13. Once the accounting as provided in this Agreement has been received and accepted by MHRC, all funding and budgetary items for WNKI ("**WNKI Funds**") will be held by MHRC in a segregated account in trust or for the benefit of WNKI, in a separate bank account from that of any other MHRC funds.
14. MHRC shall utilize the funds held on account of WNKI in accordance the budget for WNKI that is agreed upon by the Parties. Absent an approved budget, or in the event of an expenditure that is outside the approved budget, MHRC may incur expenses without prior approval from IFPD of up to \$500.00, and may incur such other expenses as may be agreed upon by the Parties. All expenditures for WNKI will follow the same guidelines as set forth in the MHRC By-Laws Article XIII Finances and MHRC shall provide to IFPD year-end account statements and reconciliations on an annual basis or within forty-five (45) days of written request for such statements and reconciliations.

D. Insurance

15. IFPD shall obtain and pay for all insurance relating to the Broadcast Station including insuring the improvements and equipment, general commercial liability and premises liability; provided such insurance is available and reasonable to obtain, in IFPD's sole discretion. Any insurance relating to the improvements or equipment of WNKI may be paid out of the WNKI Funds.
16. MHRC shall obtain and pay for all insurance relating to its business, including general liability insurance.

17. IFPD and MHRC shall insure that all 3rd party contractors or service providers retained by it shall provide proof of insurance before performing work or service of any kind to the other Party.
18. IFPD shall hold MHRC and its volunteer members harmless from any third party claims arising out of the duties and services provided by MHRC with respect to WNKI as set forth in this Agreement, unless such claims result, directly or indirectly, from the gross negligence or willful misconduct of MHRC, its agents, officers, board members, employees or volunteers.
19. IFPD shall indemnify, defend and hold MHRC harmless from any claims, losses, expenses, fines, penalties, damages, fees (including attorney or expert fees and costs) or any other costs (“**Claims**”) claimed by any third person arising out of or in any way related to the execution or performance of any obligation under this Agreement and the use, operation or control of the Broadcast Station (unless such Claims arise out of the gross negligence or willful misconduct of MHRC and its members).

E. Term of Agreement

20. This Agreement shall remain in full force and effect for a period of twelve (12) months from the Effective Date. Thereafter, the Agreement shall remain in effect by agreement of the parties prior to the expiration date.
21. Notwithstanding the term of this Agreement as set forth herein, either Party may terminate this Agreement by providing three (3) months' notice in writing to the other Party. Should early termination occur, or on the occurrence of a termination by the terms of the Agreement, the Parties shall take such steps as may be necessary to ensure that the termination does not affect any prior obligation, project or activity already in progress.
22. Upon the expiration or termination of this Agreement, MHRC shall, within ten (10) business days, turn over to IFPD all (i) keys, access cards, passwords, log-in or other information required to access or operate WNKI; (ii) all bank accounts, deposits, or other funds relating to WNKI; (iii) all documents, records, reports, manuals, guidelines, books or other written information relating to the operation, maintenance and use of WNKI; (iv) all equipment, machinery, tools, personal property or otherwise specifically inventoried as WNKI property, whether such is physically present in the Broadcast Station or located elsewhere; and (v) all other WNKI items, materials, property, information or otherwise within the possession or control of any person associated with MHRC.

F. Miscellaneous

23. This Agreement is for the benefit and obligation of the Parties only, and is not intended to provide any rights, benefits, privileges or enforcement powers in any third party.
24. Nothing herein is intended to modify or otherwise affect the terms of the FCC license concerning WNKI, or the duties and responsibilities of the Licensee named therein.
25. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

If to IFPD: Idyllwild Fire Protection District
P.O. Box 656
54160 Maranatha Drive
Idyllwild, California 92549-0656

If to MHRC: Mile High Radio Club
PO Box 1204
Idyllwild, CA 92549-1204

26. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement and the remaining portions or parts shall remain in full force and effect. This Agreement may be executed in counterparts and the signature pages combined to create one and the same instrument. Signed copies of this Agreement transmitted by electronic mail or facsimile shall be treated the same as originals. This Agreement shall be construed and enforced in accordance with the laws of the state of California without regard to choice of law provisions. In the event of any action or suit by either party hereto against the other arising from or interpreting this Agreement, the prevailing party in such action or suit shall, in addition to such other relief as may be granted, be entitled to recover its costs of suit and actual attorney's fees, whether or not the same proceeds to final judgment. This Agreement shall be binding upon and inure to the benefit of each party, and their respective successors and assigns.
27. In the event an action is brought in contract or negligence by either party to this agreement against the other, the prevailing party shall be entitled to the fullest extent allowed by law to recover its attorney fees and costs as may be permitted by a court.

IN WITNESS HEREOF, the Parties by their signatures below do hereby accept the terms of this Agreement.

"IFPD"

Idyllwild Fire Protection District

By:



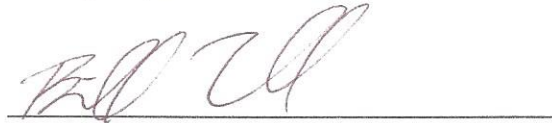
Chief Patrick Reitz

"MHRC"

Mile High Radio Club

a California nonprofit public benefit corporation

By:



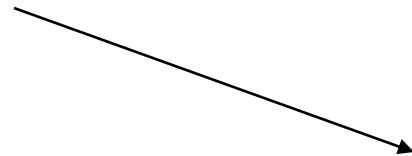
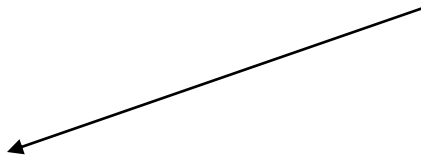
Bill Tell President

Emergency Broadcast San Jacinto Mountain Range

Public Information Officer
(PIO)
IFPD – Cal Fire – County OES



WNKI 578
1610 AM



Schools & Camps

Public

Disaster Aid Stations
(MDP - DAS Units)