

## AGREEMENT

This Agreement entered into this 26 day of July 2011 between Fort Bend County, hereinafter called FBC, and the Saltgrass Link System Amateur Radio Club, hereinafter called SGLS.

WHEREAS, FBC owns and maintains antenna-supporting towers (structures) and equipment at Richmond, Texas Ft. Bend County: and

WHEREAS, SGLS desires to use a portion of these antenna-supporting structures for emergency management communications.

NOW, THEREFORE, the parties agree as follows:

**1. FBC agrees:**

- (a) To permit SGLS to place radio antennas on the antenna-supporting structures located at the Fort Bend County Sheriffs Office, Ransom Road (hereinafter "Sites"), and to place coaxial radio frequency transmission lines in the Sites.
- (b) To permit SGLS to house transmitting and receiving equipment of SGLS in the existing buildings at the Sites.
- (c) To permit SGLS to use one 20 amp electrical circuit at the Sites at no cost to SGLS when the transmitting and receiving equipment is used for National Weather Service storm spotting and other related emergency communications.

**2. SGLS agrees:**

- (a) That the radio antennas, coaxial radio frequency transmission lines, and transmitting and receiving equipment (hereinafter "Equipment") to be used shall be listed in the Exhibit "A" attached hereto.
- (b) That no changes in the Equipment or operating frequencies shall be made by SGLS without the prior written approval of FBC.
- (c) That SGLS shall list in Exhibit "A" and furnish to the FBC information as to dimensions, weights, and wind loading data on all antennas to be installed under this Agreement and shall make no installation of Equipment until it has received approval.
- (d) To install, operate and maintain the Equipment at SGLS' own expense and in a safe and proper manner, and as prescribed by Federal Communications Commission's Rules and Regulations applicable to the Equipment.
- (e) To install or operate no equipment which, either by the reason of installation or operation of the same, causes harmful interference to the normal transmitting or receiving conditions of FBC. Should interference occur, SGLS

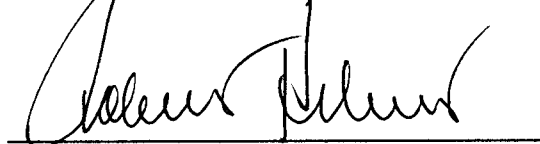
will promptly take all steps necessary to correct such interference within ten (10) days of notice of the problem, and, if such interference cannot be eliminated within ten (10) days of notice of the problem, remove the Equipment causing the interference.

- (f) To ensure that a FBC representative is present during any Equipment maintenance and/or tower climbing by the SGLS technician or if applicable, tower service company. The tower service company shall provide a CERTIFICATE of INSURANCE to FBC before any tower climbing occurs. Minimum requirement is at least \$2,000,000. General Liability.
  - (g) That the antenna-supporting structures and other facilities of FBC covered by this Agreement shall be used by SGLS as a part of the TWO-WAY COMMUNICATIONS SYSTEM for public service use and not for private or other commercial uses.
  - (h) That the SGLS will be responsible for the correct installation of the Equipment added to the antenna structures of FBC.
  - (i) To indemnify and hold harmless FBC from any and all claims by any person, including employees of FBC and SGLS, for damages to persons or property caused by or arising out of the construction, installation, maintenance, operation or location of the Equipment.
  - (j) That access to the premises shall be available only to employees and agents of SGLS who have been authorized by FBC in writing to have access to and upon the tower on which the Equipment is located. The names of all people going on the tower will be kept by the Fort Bend Sheriffs Office.
3. **Term.** The Agreement shall be for an initial term of one (1) year beginning upon the date of execution of the Agreement by all parties. The Agreement shall automatically renew for additional one (1) year terms unless either party notifies the other of its intent not to renew at least ninety (90) days prior to the expiration of the term. The Agreement may be terminated by FBC or SGLS at any time upon 90 days written notice
4. **Termination.** Either party may terminate this Agreement at any time upon 90 days written notice. FBC may terminate this Agreement immediately if SGLS materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement and does not cure such breach or failure to FBC's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from FBC specifying such breach or failure. In the event of termination of this Agreement, SGLS shall remove all radio equipment, transmission lines, antennas, and other equipment installed by SGLS. Such removal shall be done subject to the supervision and control of the FBCSO.

5. **Damages to Property.** SGLS shall immediately notify FBC of any and all damages resulting from, arising out of, or caused to the Sites or any property or equipment which is caused by SGLS or its authorized representatives. SGLS shall be solely responsible for the costs and repair of all such damages and such repairs shall be completed in a timely manner acceptable to FBC.
6. **Notice.**
- (a) All written notices, demands, and other papers or documents to be delivered to FBC under this Agreement shall be delivered to the Fort Bend County Sheriff's Office, 1410 Williams Way Blvd., Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Contractor. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.
- (b) All written notices, demands, and other papers or documents to be delivered to SGLS under this Agreement shall be delivered to SGLS P.O. Box 1086 Clute, Texas 77531, or such other place or places as SGLS may designate by written notice delivered to FBC.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Agreement to be signed on the day and year first above written.

FORT BEND COUNTY



Robert E. Hebert, County Judge

*July 26, 2011*

SALTGRASS LINK SYSTEM  
AMATEUR RADIO CLUB



**S.D. White**

Authorized Agent- Printed Name

ATTEST:



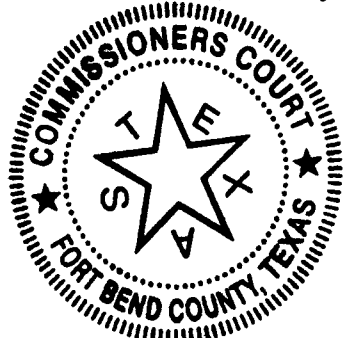
Dianne Wilson, County Clerk

**President**

Title

*7-2-11*

Date



# EXHIBIT A

PARTS LIST: EMRPG UHF REPEATER, VHF DIGIPEATER

Qty	Item	Mfg	P/N	Vendor	\$ea	\$ST
	<b>Total</b>					<b>\$6,149.88</b>
1	2 Antennas, 2M/70cm Dual Band Monopoles <1>	Diamond	X50NA	Houston Amateur Radio Supply	\$100.00	\$200.00
2	1 50W 2M Repeater w/ID, 120VAC Power Supply, remote control	Icom	FR3000	Houston Amateur Radio Supply	\$1,550.00	\$1,550.00
3	1 19" 3U Rack Mount Kit	Icom	MB-78	Houston Amateur Radio Supply	\$120.00	\$120.00
4	1 6 Cavity 50W, 2M Duplexer; for FR3000, installed & tuned	Icom	IASVHFDUPKIT	Houston Amateur Radio Supply	\$500.00	\$500.00
5	Antenna Climb	Labor		Trico		\$3,275.00
6	Mobilization	Labor		Trico		\$150.00
7	3 6' NM Jumpers			Trico		\$195.00
8	2 1-1/4" Ground Kits			Trico		\$42.00
9	2 7/8" Ground Kits			Trico		\$36.00
10	2 1/2" Ground Kits			Trico		\$29.00
11	1 Set 365 Mount Clamps			Trico		\$52.88

NOTES:

<1> 5.6ft tall, 135mph wind rating

