## MEMORANDUM OF UNDERSTANDING BETWEEN MONTAGUE COUNTY, TEXAS AND MONTAGUE COUNTY AMATEUR RADIO CLUB

THIS MEMORANDUM OF UNDERSTANDING (MOU) made the day of <u>May</u>, 2022 by and between Montague County, Texas (hereinafter "Montague"), a governmental entity, and The Montague County Amateur Radio Club (hereinafter "MCARC"), an FCC licensed entity, for the purpose of providing antenna access and use by MCARC and to provide backup emergency communications to Montague.

#### I. TERM

The term of this MOU is two years beginning on  $\underline{MA4415}$ , 2022 and ending on  $\underline{MA415}$ , 2024. The term of this MOU shall be automatically extended for a two year term, unless either party terminates the agreement parties. This MOU may be terminated by either party without cause, upon (90) days prior written notice to the other party.

### II. OBJECTIVE

The purpose of this MOU is to authorize MCARC to access and use an antenna owned by Montague and for MCARC to provide backup emergency communications to Montague when needed.

#### III. AGREEMENT

Montague agrees to allow MCARC access and use of an antenna owned by Montague. Said antenna is located approximately two (2) miles west-southwest of the city of Montague on FM 455.

MCARC agrees to support Montague by expanding the repeater coverage for SKYWARN operations as well as provide backup emergency communications as the need arises

MCARC is licensed by the Federal Communications Commission (FCC) to operate amateur radio repeater equipment under the callsign WX5ARC and agrees to maintain said license during the duration of this agreement.

MCARC agrees to inspect the subject antenna tower and antennas to assess their physical condition using a MCARC drone. The antennas will be electronically evaluated as to their electrical condition and suitability.

MCARC agrees to connect its repeater equipment to the existing antennas on the subject antenna tower and will not change or modify the site building, antenna tower or antennas without express written permission from Montague.

MCARC agrees to provide, maintain and insure its repeater equipment at no cost to Montague.

MCARC equipment will be housed in the site building located at the base of the subject antenna tower. The equipment to be used by MCARC consists of an amateur radio repeater(s), repeater controller, duplexer and other associated electronic equipment.

MCARC agrees to maintain the immediate area around the site building

MCARC agrees to vacate the subject site building, antenna tower and antennas in the event that Montague County needs the subject site building, antenna tower and antennas.

MCARC agrees to assume all responsibility and liability for any and all MCARC equipment located on Montague property including but not limited to, MCARC assets, radio equipment, antennas, repeaters, duplexers, radio components, etc. Further, MCARC assumes any and all responsibility and liability for said equipment in the event of issues including but not limited to damage, destruction, theft, etc of said equipment. MCARC assumes all responsibility and liability for any and all injuries, including but not limited to, bodily injury, serious bodily injury, death, etc sustained by MCARC members, employees, contractors, personnel, etc while on the subject antenna site owned by Montague.

## IV. LAW

The construction, validity, performance, and effect of this MOU will be governed by the laws of the State of Texas.

V. NOTICE

All notices shall be in writing and addressed to:

To Montague County:

Office of the County Judge P.O. Box 475 Montague, Texas 76251

To MCARC:

Montague County Amateur Radio Club 1303 Woodland TriE BOWIE, TX 76280

# VI. AGREEMENT AND SIGNATURES

We the undersigned agree as to the terms and conditions of this Memorandum of Understanding.

Kevin Benton, County Judge

Montague County, Texas

Markus Thomerson, President Montague County Amateur Radio Club