

MARGIE R. IBARRA  
COUNTY CLERK  
FILED

**MEMORANDUM OF UNDERSTANDING**

2021 JUN 21 PM 1:21

**BETWEEN**

WEBB COUNTY, TEXAS

**WEBB COUNTY**

**AND**

BY REN DEPUTY

**HAM RADIO**

STATE OF TEXAS §

COUNTY OF WEBB §

THIS MEMORANDUM OF UNDERSTANDING (hereafter referred to as MOU) is entered into between Webb County (hereinafter County) and The Laredo Hams Amateur Radio Club, Inc. (hereinafter referred to as "Organization").

WHEREAS, the Organization is granted by the Federal Communications Commission access to frequencies that may be used during any type of emergency;

WHEREAS, Amateur Radio ("Ham") communications will be integrated into the Webb County Emergency Operations Plan as a backup communications resource;

WHEREAS, the Organization will maintain a \$2M liability insurance policy that will cover any accidents or damages to property owned by the Organization and name Webb County as an additional insured;

NOW, THEREFORE, in accordance with any prior agreements and with the approval granted through the County Commissioners Court meeting Item 12 held on May 10, 2021, the County and the Organization agree as follows:

The County will allow the Organization to install antenna(s) and their respective repeater equipment on the tower and in the tower storage room (also referred to as the mechanical room) located at Webb County Justice of the Peace Precinct 4, 8501 San Dario Avenue, Laredo, Texas 78045, at \$0 cost per month;

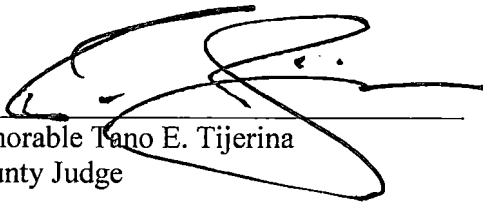
The County will allow the Organization to utilize and install any other conduit, electrical lines, or racks necessary to make HAM communications operational and capable of being maintained or repaired by the Organization.

The County will not be held responsible for any damages to the property owned by the Organization that are installed on the county owned communications tower;

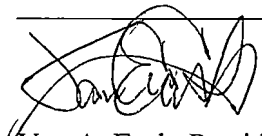
The County shall not be liable or responsible to maintain or provide additional help to the Organization should the HAM equipment fail. The Organization has the sole responsibility to maintain and repair its own equipment including any damage to the tower caused by the Organizations use of the Tower.

This MOU may be terminated by either party with 30 days' notice sent via Certified Mail Return Receipt Requested. Once mailed the Organization shall have an additional 30 days to remove its equipment from the Webb County property. Should Organization fail to remove said equipment the County at its sole discretion may remove the equipment and recover all associated costs with the cost of removal and storage of said equipment, including any court costs and attorney's reasonable fees.


IN WITNESS WHEREOF, the County and Organization have executed this MOU by subscribing their names as follows:

  
\_\_\_\_\_  
Honorable Tano E. Tijerina  
County Judge

June 16, 2021  
Date

  
\_\_\_\_\_  
Van A. Eash, President  
The Laredo Hams Amateur Radio Club, Inc.

June 16, 2021  
Date

ATTEST:  
  
\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk

