

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) 02 day of June, 2025, between SABINE COUNTY EMERGENCY MANAGEMENT, hereinafter called the COUNTY, and the TEXAS DEPARTMENT OF TRANSPORTATION, hereinafter called TxDOT.

TxDOT owns and maintains an antenna-supporting tower (tower), tower shelter (shelter) and equipment at 300 FM 83 W. Hemphill, Texas. The parties agree to the following:

1. TxDOT agrees:

- (a) To permit the COUNTY to place radio antennas on said tower and to place radio transmission lines on said structures at 300 FM 83 W. Hemphill, Texas.
- (b) To permit the COUNTY to house transmitting/receiving equipment and associated accessories of the COUNTY in the existing shelter at 300 FM 83 W. Hemphill, Texas.
- (c) To permit the COUNTY to use one twenty (20) amp electrical circuit at no cost while the COUNTY'S transmit and receive equipment is used for emergency management and public safety communications, and related services.

2. The COUNTY agrees:

- (a) That the equipment to be used shall be listed in Exhibit "A" attached hereto. The COUNTY shall mark all equipment with COUNTY name and contact information.
- (b) That no changes in transmit/receive equipment or operating frequencies shall be made by the COUNTY without prior notification and written consent of TxDOT.
- (c) That the COUNTY shall list in Exhibit "A" and furnish to TxDOT information as to dimensions, weights, and wind loading data on all antennas to be installed under this Agreement. The COUNTY shall make no installation of equipment until it has outlined in its installation plans to TxDOT and received written approval. Any engineering studies required by TxDOT on the COUNTY equipment will be the responsibility of the COUNTY.
- (d) To install, operate and maintain its equipment in a safe and proper manner, and as prescribed by the Federal Communications Commission's Rules and Regulations applicable to said stations.
- (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 TxDOT. If interference is detected and determined to be generated by the COUNTY'S radio equipment, the COUNTY will cease operations within twenty- four (24) hours after receiving official notification from TxDOT. Official notification can be either a telephone call, text, e-mail, United States Postal Service or by FEDEX.

- (f) During any equipment maintenance and/or tower climbing by the COUNTY's representative or if applicable, tower service company, notification shall be provided to TxDOT. Any private tower service company shall provide a CERTIFICATE of INSURANCE to TxDOT before any tower climbing occurs. Minimum Requirement is at least \$5,000,000 General Liability and minimum State of Texas statutory limits for Workers Compensation coverage.
- (g) That the tower and other facilities of TxDOT covered by this Agreement shall be used by the COUNTY as a part of the TWO-WAY COMMUNICATIONS SYSTEM FOR emergency management and public safety communications and not for private or other commercial uses.
- (h) That the COUNTY will be responsible for the correct installation of the antennas and other equipment added to the tower of TxDOT and the COUNTY will provide TxDOT installation drawings of all equipment and antennas and lines installed.
- (i) To indemnify and hold harmless TxDOT from any and all claims by any person, including employees of TxDOT and COUNTY, for damages to persons or property caused by or arising out of the construction, maintenance, operation, or location of the said equipment of COUNTY.
- (j) Access to the premises shall be available only to employees and agents of the COUNTY who have been authorized in writing to have access to and upon the tower in which the COUNTY equipment is located. If requested by TxDOT, the names will be provided.
- (k) That the tower and facilities of TxDOT covered by this Agreement shall be utilized by only the COUNTY and TxDOT. No additional third parties will be permitted unless authorized by TxDOT.
- (l) The COUNTY shall provide and follow all requirements as per the Federal Communications Commission's Office of Engineering and Technology Bulletin 65, Edition 97-01 - "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields"

3. Effective as of the Effective Date, this MOU supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.

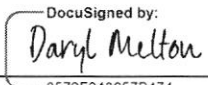
4. This MOU may be terminated by the COUNTY or TxDOT at any time upon three (3) months written notice by either of said parties.

5. In the event of termination of this MOU, the COUNTY shall remove all radio equipment, transmission lines, antennas, and other equipment, installed by the COUNTY. Any equipment not removed by the COUNTY shall revert to TxDOT at no cost thereof. Such removal shall be done subject to the supervision and control of TxDOT.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Memorandum of Understanding to be signed.

SABINE COUNTY EMERGENCY MANAGEMENT

By: Daryl Melton

Signature: 
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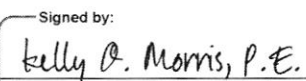
Title: Sabine County Judge

Telephone: 409-787-3543

Date: 6/2/2025

TEXAS DEPARTMENT OF TRANSPORTATION

By: Kelly O Morris, P.E.

Signature: 
F044211639424B4...

Title: District Engineer – Lufkin District

Telephone: 936-633-4322

Date: 6/2/2025

Exhibit A

1. Andrew DB 224E Antenna	Sabine County Control # 3066	
2. Andrew DB5001 Side Mount		
3. ICOM IC-FR3000 Repeater	Serial # 0203174	TX 146.9000 RX 146.3000
4. Telewave TPRD-1554 Duplexer	Serial @ 15413	
5. Cat 300 DXL Controller		
6.		
7.		
8.		
9.		

MOU Contact Information

SABINE COUNTY EMERGENCY MANAGEMENT

1. Contact: Daryl Melton
Department: County Judge
County: Sabine County
Telephone: 409-787-3543
E-mail: Daryl.Melton@co.sabine.tx.us
2. Contact: David Roach
Department: Emergency Management Coordinator
County: Sabine County
Telephone: 936-201-7071
E-mail: David.Roach@co.sabine.tx.us

TEXAS DEPARTMENT OF TRANSPORTATION

1. Contact: Jeremy King P.E
Department: Director of Transportation Operations
District: Lufkin
Telephone: 939-633-4486
E-mail: Jeremy.King@txdot.gov
2. Contact: Justin Perimon
Department: District Radio Coordinator
District: Lufkin
Telephone: 936-221-9699
E-mail: Justin.Perimon@txdot.gov