

Amendment No. 1

**To the Communications Site Agreement
Regarding
The Tower Equipment Located in Tom Green County**

Between

**The Texas Department of Public Safety and
The Tom Green County Sheriff's Office**

The Texas Department of Public Safety (hereinafter referred to as TXDPS), and the Tom Green County Sheriff's Office (hereinafter referred to as Tom Green), collectively referred to as the Parties, hereby agree as follows:

I. Recitals

Whereas, on June 05, 2007, TXDPS and Tom Green entered into this Communications Site Agreement (Site Agreement) to be effective June 05, 2007;

Whereas, under Section 7.1 of this Site Agreement, the Parties could agree to install additional Tower Equipment at the Tom Green Site, located at Latitude 31 42'0 and Longitude 100 26'31;

Whereas, the Parties wish to install additional Tower Equipment at the Tom Green Site to include the Tom Green County Volunteer Fire Department;

Whereas, Section 7.1 of this Site Agreement, requires all revisions to this Site Agreement be made in writing;

Now, therefore, the Parties agree as follows:

II. Terms

A. Amend Section 7.1 of the Site Agreement by adding the following to the end of this Section:

“Tom Green shall install only the equipment, which is listed in the attached Exhibit “A” and which has been approved by TXDPS. Tom Green shall ensure the installation will be done in a neat, professional manner and in compliance with all applicable laws and regulations. All costs (including repair of damages caused thereby to TXDPS equipment) will be the responsibility of the Tom Green. If Tom Green wants to add any additional equipment, other than the Tom Green equipment referenced in Exhibit A, Tom Green cannot install such additional equipment until the Parties execute an amendment to this Site Agreement, authorizing the additional equipment.”

B. Exhibit A of the Site Agreement is deleted in its entirety and replaced by Amended Exhibit “A.1” to this Amendment No. 1.

- C. This Amendment No. 1 represents the entire agreement between the Parties concerning the subject matter of this Amendment No. 1 and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations.
- D. Except as expressly provided herein, all other provisions of this Site Agreement remain unchanged and are in full force and effect and are ratified and affirmed by the Parties. By their execution and delivery of this Amendment No. 1 neither Party waives or releases any default thereunder.
- E. If there is a conflict between this Site Agreement and Amendment No. 1, then the following will control in this order of priority:
 - 1. Amendment No. 1
 - 2. This Site Agreement
 - 3. Amended Exhibit A.1 to this Amendment No. 1
 - 4. Exhibit A to this Amendment No. 1
- F. This Amendment No. 1 will be effective as of the date of the last Party to sign.

III. Signatories

The undersigned signatories represent and warrant that each has full authority to enter into this Amendment No. 1 on behalf of the respective Parties. This Amendment No. 1 may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Department of Public Safety:

_____ Date

Printed Name: Skylor Hearn, Assistant Director

Tom Green County:

5-10-16.
_____ Date

Printed Name: Stephen C. Floyd

EXHIBIT A.1
Tom Green Sheriff Department
Equipment at:
TEXAS DPS TOWER March Rd.

1. **FREQUENCIES OF OPERATION (all that apply):** TRANSMIT: RECEIVE:
155.5875 151.2500

2. **FCC CALL Sign(s):** **WQX-995** (See Attached Copy)

3. **TRANSMITTER (S):** **RECEIVER (S):**

| | | | |
|------------------|-------------------|-------------|-------------------|
| Make: | MOTOROLA | Make: | MOPTOROLA |
| Model: | QUANTAR | Model: | QUANTAR |
| Dimensions: | 8.75X19X17 inches | Dimensions: | 8.75X19X17 inches |
| Power Out Watts: | 100 | Number | 1 |
| ERP Watts: | 250 | | |
| Number: | 1 | | |

4. **ANTENNA (S):** **DISH (ES):**

| | | | |
|-------------|-----------|---------|-------|
| Make: | DECIBEL | Make: | N/A |
| Model: | DB-224E-A | Model: | _____ |
| Dimensions: | 12 Ft. | Number: | _____ |

5. **TRANSMISSION LINE (S):**

| | | | |
|---------|---------------|---------|-------|
| Make: | ANDREW | Make: | _____ |
| Model: | LDF5-50A | Make: | _____ |
| Size: | 7/8" Jacketed | Size: | _____ |
| Number: | 280 Ft | Number: | _____ |

6. **WHICH PARTY IS PROVIDING THE TOWER?** **SITE OWNER** **TXDPS**

7. **WHICH PARTY IS PROVIDING THE EQUIPMENT SHELTER?** **SITE OWNER** **TXDPS**

Tom Green County Sheriff is required to remove all of Tom Green County Sheriff Tower Equipment (including any Tom Green County Sheriff radios, footings, supporting foundations, guy wires, equipment, shelters, and any and all necessary appurtenances thereto) at Tom Green County Sheriff sole risk and expense, within a reasonable amount of time, not to exceed 120 calendar days, after the termination of this Agreement. Tom Green County Sheriff is also required to remove any debris associated with the removal of the Tower Equipment. In the event Tom Green County Sheriff does not timely remove its Tower Equipment within this timeline, the Tower Equipment shall be considered abandoned by Tom Green County Sheriff and shall become the property of Lessor.