

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

C-09-069-01-20

SPECTRUM LEASE

THIS SPECTRUM LEASE ("Lease") is made as of the 20th day of **January, 2009**, by and between **Tri County Communications, Ltd.**, a Texas limited liability company ("Licensee") and **Hidalgo County Fire Marshal's Office** (Lessee), each individually a "Party" and collectively "Parties").

WITNESSETH:

WHEREAS, Licensee (Tri-County Communications, Ltd.) is authorized by the Federal Communications Commission ("FCC") to utilize certain VHF Paging channels in the FO Block ("Spectrum") in Basic Economic Area No. 133 on an exclusive basis pursuant to a license, call sign WPZL779 ("License"), issued by the FCC; and

WHEREAS, Licensee (Tri-County Communications, Ltd.) and Lessee (Hidalgo County Fire Marshal's Office) wish to enter into a spectrum manager leasing arrangement pursuant to FCC Rule Sections 1.9001 *et seq.* whereby Lessee (Hidalgo County Fire Marshal's Office) will enjoy exclusive use of the Spectrum in accordance with the FCC Rules and the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Spectrum Lease. Licensee (Tri-County Communications, Ltd.) will make the Spectrum available for exclusive use by Lessee (Hidalgo County Fire Marshal's Office) for the transmission of voice and/or data communications on the channel(s) and at the transmitter location specified on Schedule "A" ("Spectrum"). During the term of this Lease, Licensee (Tri-County Communications, Ltd.) will not permit any other entity access to or use of the Spectrum or the License that would adversely impact use of the Spectrum by Lessee (Hidalgo County Fire Marshal's Office). In the event of interference to Lessee's (Hidalgo County Fire Marshal's Office) exclusive use of the Spectrum by an unauthorized entity, Licensee (Tri-County Communications, Ltd.) will take all appropriate actions to attempt to identify and eliminate such unauthorized operation, including notifying and cooperating with the FCC in its investigation of same, but it is expressly understood that the FCC has sole authority to correct or eliminate interference to authorized users of the radio spectrum.

2. Term/Right of First Refusal. This Lease will become effective upon execution by both Parties and, unless terminated in accordance with Section 7 below, will have an initial term of two (2) years ("Initial Term"). After the Initial Term, either Party may advise the other of a desire to renew the Lease by written notice to the other Party given at least sixty (60) days prior to the expiration of the Initial Term. Upon receipt of such notice, the Parties will enter into good faith negotiations in respect to the terms of a renewal, including the lease payment terms, and conditioned upon appropriate notification of the renewal to the FCC. In the event Lessee (Hidalgo County Fire Marshal's Office) has notified Licensee (Tri-County Communications, Ltd.) of a desire to renew the Lease, for six (6) months after expiration of the Initial Term Lessee (Hidalgo County Fire Marshal's Office) will have a right of first refusal to lease the Spectrum or purchase the License in the event Licensee (Tri-County Communications, Ltd.) receives a *bona fide* offer from a third party to lease the Spectrum or purchase the

License ("Offer"). Lessee's (Hidalgo County Fire Marshal's Office) right to lease the Spectrum or purchase the License would be on the same terms and with the same conditions as the Offer.

3. Licensee Facilities Responsibilities. Licensee (Tri-County Communications, Ltd.) will be responsible for: (i) monitoring, inspecting and overseeing the Lessee's (Hidalgo County Fire Marshal's Office) use of the Spectrum to ensure conformance with technical and use rules applicable to the License, (ii) installing the facilities required to permit Lessee (Hidalgo County Fire Marshal's Office) use of the Spectrum as specified on Schedule B ("Facilities"), and (iii) maintaining and repairing the Facilities, all in accordance with generally accepted industry engineering standards and in material compliance with applicable FCC Rules and Regulations. All maintenance and repair work performed by Licensee (Tri-County Communications, Ltd.) in respect to the Facilities, as well as any additional radios or other equipment acquired from Licensee (Tri-County Communications, Ltd.) in connection with Lessee's (Hidalgo County Fire Marshal's Office) use of the Spectrum, will be performed or provided at then-applicable market rates and terms.

4. Lessee Responsibilities. Lessee (Hidalgo County Fire Marshal's Office) will be responsible for: (i) installing all equipment as may be necessary for the construction and operation of the Facilities, (ii) constructing and maintaining the Facilities in accordance with FCC Rules and Regulations; and (iii) utilizing the Spectrum and operating the Facilities in compliance with FCC Rules and Regulations governing the License and the Spectrum. Lessee (Hidalgo County Fire Marshal's Office) specifically acknowledges and accepts that it becomes subject to FCC oversight and enforcement by virtue of entering into the Lease and agrees to cooperate fully with Licensee (Tri-County Communications, Ltd.) and the FCC on all matters relating to the License and the Spectrum.

5. Monthly Lease Fee. In consideration of Licensee's (Tri-County Communications, Ltd.) lease of the Spectrum to Lessee (Hidalgo County Fire Marshal's Office), Lessee (Hidalgo County Fire Marshal's Office) will pay Licensee (Tri-County Communications, Ltd.) a lease fee of **Thirty Five and no/100 Dollars (\$35.00) per month** during the Initial Term ("Monthly Lease Fee"). The Monthly Lease Fee will be paid in advance on the first business day of the month.

6. Lease Rights. Lessee (Hidalgo County Fire Marshal's Office) acknowledges and understands that its rights under this Lease are expressly limited to use of the Spectrum in accordance with the License and pursuant to Licensee's (Tri-County Communications, Ltd.) *de jure* and *de facto* control of the License and the Spectrum, and in accordance with the terms and conditions herein. The Lease does not vest in Lessee (Hidalgo County Fire Marshal's Office) any ownership or other interest in the License or the Spectrum, and does not permit Lessee (Hidalgo County Fire Marshal's Office) use of the Spectrum beyond that expressly provided pursuant to this Lease. Upon termination of the Lease, Lessee (Hidalgo County Fire Marshal's Office) will cooperate with Licensee (Tri-County Communications, Ltd.) at the earliest possible date in taking such actions, including removing and/or deactivating the Facilities, to preclude continued use of or access to the Spectrum by Lessee (Hidalgo County Fire Marshal's Office).

7. Termination. This Lease may be terminated: (i) by mutual consent of the Parties provided in writing; (ii) by either Party upon material breach by the other Party following a thirty (30) day period for cure by the breaching Party following written notice of the breach; (iii) by Licensee (Tri-County Communications, Ltd.) if the FCC terminates, cancels or otherwise materially adversely affects the License (Tri-County Communications, Ltd.) or if the FCC materially modifies its spectrum leasing provisions, such that the intent of this Lease cannot be preserved; or (iv) automatically, if the License (Tri-County Communications, Ltd.) expires or is revoked, cancelled or otherwise terminated by the FCC. In the event the Lease is terminated pursuant to subsection (iv) prior to the end of the Initial Term

as specified in Section 2 above, and the Licensee (Tri-County Communications, Ltd.) renews the License, the Lease will be extended automatically, upon renewal of the License and appropriate notification to the FCC, for a period equal to the balance of the Initial Term. The expiration or termination of the Lease will not affect any obligation that may have arisen prior to termination.

8. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State of Texas without giving effect to conflict of laws provisions thereof and shall be performable in Hidalgo County, Texas.

9. Successors and Assigns. This Lease will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder, except that Licensee (Tri-County Communications, Ltd.) will have the right to assign its rights and obligations to any party to which it assigns the License.

10. Notices. All notices will be in writing and will be deemed to have been duly given if mailed, by certified mail, first class, postage prepaid, or delivered personally, or if sent by telecopier transmissions with transmissions confirmed by telephone and simultaneously followed by the original instructions by first class mail, postage prepaid:

If to Licensee:

Tri County Communications, Ltd.
Attn: Tony Brunnemann, General Manager
1421 East Pike Blvd.
Weslaco, TX 78596
Tel: (877) 550-8440
Fax: (956) 447-0622

If to Lessee:

County of Hidalgo Fire Marshal's Office
Attn: Fire Marshal
100 E. Cano, Suite #202
Edinburg, TX
Tel: (956) 318-2656
Fax: (956) 318-2697

11. Counterparts. This Lease may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Original signatures transmitted by facsimile will be effective to create such counterparts.

12. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

IN WITNESS WHEREOF, the parties hereto have executed this Spectrum Lease as of the date first above written.

LESSOR:
TRI COUNTY COMMUNICATIONS, LTD.

By: Tony A. Brunnemann
Name: Tony Brunnemann
Title: General Manager

LESSEE:
COUNTY of HIDALGO

By: Juan D. Salinas, III
Name: Juan D. Salinas, III
Title: County Judge

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: SAH

ATTEST:

By: Arturo Guajardo, Jr.
Name: Arturo Guajardo, Jr.
Title: County Clerk

SCHEDULE A

SPECTRUM/LICENSE

Federal Communications Commission
Wireless Telecommunications Bureau

Radio Station Authorization (Reference Copy Only)

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Licensee: Tri-County Communications, Ltd.

ATTN: Tony Brunnean
Tri-County Communications, Ltd.
1421 East Pike Boulevard
Weslaco, TX 78596

FCC Registration Number (FRN):
0001678226

Call Sign:
WPZL779

File Number:

Radio Service:
CP - Part 22 VHF/UHF Paging (excluding 931 MHz)

Grant Date
02/09/2004

Effective Date
02/09/2004

Expiration Date
02/09/2014

Print Date
12/10/2006

Market Number: BEA133

Channel Block: FO

Sub-Market Designator: 0

Market Name: McAllen-Edinburg-Mission, TX

1st Build-out Date

2nd Build-out Date

3rd Build-out Date

4th Build-out Date

02/09/2007

02/09/2009

Special Conditions or Waivers/Conditions The licensee may operate dispatch transmitters on its authorized mobile channels at various locations throughout its licensed market area as authorized herein in accordance with Section 22.577(a) of the Commission's Rules, except that the dispatch transmitters may be operated with output power up to but not exceeding 60 watts. Dispatch transmitters operating in accordance with these requirements may be installed without further notification to the Commission.

Conditions

Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 606.

To view the geographic areas associated with the license, go to the Universal Licensing System (ULS) homepage at <http://wireless.fcc.gov/uls/> and select "License Search". Follow the instruction on how to search for license information

SCHEDULE B

DESCRIPTION OF FACILITIES

Communications Tower located at:

4505 Tres Hermanos,
Edinburg Texas

Co-ordinates: Nad 27

Latitude: 26-15-19 N

Longitude: 098-09-41 W

Tower owned by:

Rio Vision, Inc.

1421 E. Pike Blvd.

Weslaco, Texas 78596

Attn: Tony Brunnemann

4. **A. Presentation for discussion, consideration, and approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with the Texas Association of School Boards Cooperative "Buy Board" awarded pricing including, but not limited to, Precincts, Departments, Program, Agencies, etc.:**

Vendor	Contract Description	Contract #
Godwin Pumps of America, Inc.	Water & Wastewater Pumps & Motor Proposal	267-07
Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
Waukesha-Pearce Industries, Inc.	Construction Equipment, Etc.	268-07

B. Presentation for discussion, consideration and approval to utilize the following cooperative purchasing vendor, for purchases on an 'AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS) awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc.:

Vendor	Contract Description	Contract #
Simplexgrinnell, LP	Total Solutions for Law Efmt, Security Facilities Mgmt, Fire, Res.	5-84070

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval on items A & B.

5. **Fire Marshal:**

A. Presentation for discussion, acceptance and approval of a "Spectrum Lease" for the purposes of "VHF Frequency Paging Channels" with Tri County Communications, Ltd and in connection to the lease of Tower Space agreement previously (approved by CC on 07/03/07), (Contract No. C-07-340-07-03-Tri-County Communication, Ltd) for the Hidalgo County Fire Marshal's Office;

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

B. Presentation of outstanding invoices due to Tri County Communications, Ltd in connection with the VHF Frequency Paging Channels totaling \$420.00 with authority for County Treasurer to issue payment after Auditor completes processing procedures.

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

6. **Requesting authority to advertise request for sealed bids with approval of procurement packet (i.e. specifications and draft contract document) as attached hereto for Hidalgo County "Mats, Dust Mops, & Shop Rags" (Bid No 2009-022)**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

