

AGREEMENT FOR COMMUNICATIONS INFRASTRUCTURE USE

THIS AGREEMENT ("Agreement"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the North Central Texas Emergency Communications District hereinafter referred to as "NCT9-1-1," having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and Navarro County, hereinafter referred to as "Participant," having its principal place of business at 300 W. 3rd Ave. Corsicana, Texas 75110

WHEREAS, NCT9-1-1 is a political subdivision of the State of Texas operating under Chapter 792, Texas Health and Safety Code; and

WHEREAS, pursuant to the Act, NCT9-1-1 is authorized to contract with eligible entities to perform governmental functions and services, including the operation, management, and facilitation of emergency communication services in North Texas; and

WHEREAS, in reliance on such authority, NCT9-1-1, as part of its 9-1-1 Program, has contracted to install telecommunication equipment on telecommunication towers on selected sites throughout North Texas, many of which sites are located on property owned/leased by other local governments; and

WHEREAS, Participant has agreed to allow for the location of such equipment on a Participant-owned telecommunications tower and has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on May 12, 2025 and that it desires to contract with NCT9-1-1 on the terms set forth below,

NOW, THEREFORE, NCT9-1-1 and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCT9-1-1 that it is eligible to contract with NCT9-1-1 under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: DESCRIPTION OF PROJECT

NCT9-1-1 agrees to install at its expense various telecommunication equipment on a telecommunications tower owned by Participant at 300 W 2nd Ave, Corsicana, TX 75110. NCT9-1-1 agrees during the term hereof to maintain the equipment and related facilities at its sole expense. The equipment shall at all times be exclusively owned by NCT9-1-1.

ARTICLE 3: TOWER; INSURANCE

Participant shall at all times maintain adequate insurance on the equipment and all related facilities, including comprehensive general liability coverage that includes NCT9-1-1 as the equipment owner. If Participant elects to move the location of the telecommunications tower, Participant must consider effects on 9-1-1 services as relocation may remove the Participant from redundant 9-1-1 service rings. All costs associated with removal and/or relocation of NCT9-1-1 equipment necessitated by a decision of Participant shall be the responsibility of the Participant.

ARTICLE 4: TERM

This Agreement shall be effective on the Effective Date shown below and shall remain in full force and effect for ten (10) years. This Agreement shall automatically renew for successive five (5) year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below. Upon termination of this Agreement NCT9-1-1 shall be responsible at its expense for removing the equipment and all related facilities from the tower site.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any

alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law, or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 6: TERMINATION PROCEDURES

NCT9-1-1 or the Participant may terminate this Agreement for cause provided written notice is provided to the other party specifying the nature of the cause and allowing the defaulting party six (6) months' time to cure any alleged default under the Agreement. If the default is not cured, this Agreement will terminate upon thirty (30) days written notice by certified mail to the other party. The parties may also terminate this Agreement by mutual written agreement. In the event of termination for default by Participant, NCT9-1-1 shall be entitled to reimbursement from Participant for all expenses incurred in removing and relocating the equipment. In the event of termination for default by NCT9-1-1, NCT9-1-1 shall be responsible for all costs incurred in removing and relocating the equipment.

ARTICLE 7: AVAILABILITY OF FUNDING

Except for tort or tort-related claims, this Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agencies by NCT9-1-1 and that are dedicated for the purposes of this Agreement. NCT9-1-1 will give prompt written notice to Participant in the event NCT9-1-1 loses funding. In the event NCT9-1-1 loses funding, Participant and NCT9-1-1 shall immediately terminate this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration, or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Navarro County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.
- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.
- g. NCT911 shall have the right to enter the premises on a 24-hour, seven day per week basis to exercise its rights under this Agreement, subject to limited restrictions as may be reasonably imposed by Participant.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Emergency Communications District
616 Six Flags Drive
Arlington, Texas 76011

NCT9-1-1 Executive Director or Designee

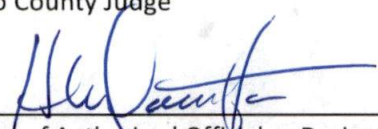
Signature of Executive Director or Designee

Date

Participant

Navarro County
300 W. 3rd. Ave Suite 2
Corsicana, Texas 75110
Name of Entity

H.M. Davenport Jr.
Navarro County Judge



Signature of Authorized Official or Designee

May 12, 2025
Date

May 12, 2025
Effective Date