

**INTERLOCAL AGREEMENT  
FOR THE  
INSTALLATION OF COMMUNICATION DEVICES**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into by and between the CITY OF FLORENCE, TEXAS ("City") and WILLIAMSON COUNTY, TEXAS ("County"), both being political subdivisions of the State of Texas.

**WITNESSETH:**

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

**WHEREAS**, the County desires to utilize an elevated water storage tank located in Florence, Texas (the "Water Tower") for the purpose of attaching and installing thereto, and operating and maintaining antennas and other related equipment for wireless communications (collectively referred to herein as "Communication Devices"); and

**WHEREAS**, both the County and the City will benefit from the use of the Communication Devices since the implementation of such devices will support public safety communications between such entities in and around the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

**I. FINDINGS**

**A. Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.

**B. Attachment.** The City does hereby agree to allow the County to attach the Communication Devices to the Water Tower. The County is responsible for installation and maintenance of the Communication Devices. All installation, including the method of attachment and maintenance, shall be performed at the sole discretion of the County.

**C. Access.** The City agrees to provide County with unrestricted access to the Water Tower site for the purpose of said installation and maintenance.

**D. Ownership of Communication Devices.** The City hereby acknowledges and agrees that the Communication Devices shall, at all times, remain the property of the County and that the City shall not ever have any claim of any kind to such property.

**E. Cost of Utilities.** The City shall be fully responsible for the costs of utilities that are necessary for the successful operation of the Communication Devices. Such utility costs shall include the installation of utilities to the Water Tower site, as well as the monthly utility costs associated with the operation of the Communication Devices.

**F. Exclusivity.** The City agrees to not allow any other communications equipment to be installed on the Water Tower without the prior express written consent of the County.

## **II. Term of Agreement; Termination and Consideration**

**A. Term of Agreement.** The term of this Agreement shall commence on the date of the last party's execution hereof and shall continue thereafter for a period of one (1) year. Following the initial first year term, this Agreement shall automatically renew each year for successive terms of one (1) year, unless otherwise terminated as set forth herein.

**B. Termination for Convenience.** Either party may terminate this Agreement for convenience and without cause or further liability upon sixty (60) business day's written notice to the other party. No penalty will be assessed for either party's termination of this Agreement for convenience.

**C. Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**D. Consideration.** The parties acknowledge that the Communication Devices shall equally benefit both the County and the City and due to such equal benefit, the City hereby agrees to not charge any fees for the County's attachment of the Communication Devices to the City's Water Tower.

### III. General and Miscellaneous

**A. Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and the County regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the parties.

**B. Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**C. Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

CITY:

City of Florence  
P.O. Box 430  
Florence, TX 76527

COUNTY:

Williamson County Judge  
Dan A. Gattis (or successor)  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

With copy to:

Williamson County Attorney  
Jana Duty (or successor)  
405 M.L.K. Street, Box #7  
Georgetown, Texas 78626

and to:

Williamson County  
Emergency Communications  
c/o: ~~Patrick Cobb~~ **Ron Winch**  
~~Chief of Operations~~ **Wireless Manager**  
321 N. 8<sup>th</sup> Street  
Georgetown, Texas 78626

**D. Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the parties to undertake or not to undertake any

other or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both parties.

**E. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claim on behalf of any third party. Neither the City nor the County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**F. Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and the County, and authorized by their respective governing bodies.

**G. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

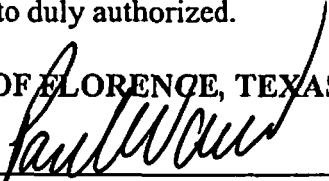
**H. Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**I. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the latest date written below, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**J. Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. **THE PARTIES UNDERSTAND, AGREE, AND DECLARE THAT NO PROMISE, WARRANTY, STATEMENT, OR REPRESENTATION OF ANY KIND WHATSOEVER WHICH IS NOT EXPRESSLY STATED IN THIS AGREEMENT HAS BEEN MADE BY ANY PARTY, OR ITS RESPECTIVE OFFICERS, EMPLOYEES, OR OTHER AGENTS.**

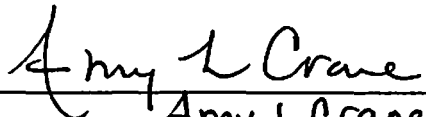
IN WITNESS WHEREOF, the parties have executed this Agreement by their officers thereunto duly authorized.

CITY OF FLORENCE, TEXAS

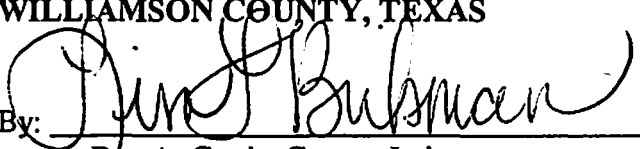
By:   
Paul Ward, Mayor

Date: March 31, 2008

ATTEST:

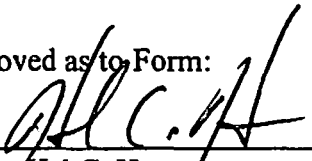
By:   
Printed Name: Amy L Crane  
Title: City Secretary  
Date: March 31, 2008

WILLIAMSON COUNTY, TEXAS

By:   
~~Don A. Gattis, County Judge~~  
Lisa L. Bittman

Date: 4-1, 2008

Approved as to Form:

By:   
Hal C. Hawes,  
Assistant Williamson  
County Attorney

By: \_\_\_\_\_  
James Gilger, CPA,  
Williamson County Contract  
Management Auditor

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE FLORENCE CITY COUNCIL  
AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL  
AGREEMENT ALLOWING WILLIAMSON COUNTY TO  
ATTACH ANTENNAS AND RELATED WIRELESS  
COMMUNICATION EQUIPMENT TO THE ELEVATED WATER  
STORAGE TANK LOCATED IN FLORENCE, TEXAS.

WHEREAS, it is the desire of the City of Florence to allow Williamson County the right to attach antennas and related wireless communication equipment ("Communication Devices") to the elevated water storage tank ("Water Tower") located in the City of Florence, Texas; and

WHEREAS, Williamson County desires said access to the Water Tower site to facilitate technology related communication between the entities and agencies in and around the City of Florence; and

WHEREAS, the Florence City Council is authorizing the Mayor to execute said Interlocal Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, TEXAS that the Florence City Council hereby authorizes the Mayor to execute the Interlocal Agreement to allow Williamson County the right to attach the Communication Devices to the Water Tower located in Florence, Texas.

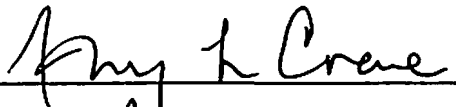
CONSIDERED and RESOLVED on this the 18 day of March, 2009.

THE CITY OF FLORENCE, TEXAS



Paul Ward, Mayor

ATTEST:

By: 

Printed Name: Amy L. Crane

Title: City Secretary

