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INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("ILA"), 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 Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and WISE COUNTY, a local government, hereinafter referred to as "Participant," having its principal place of business at 200 Rook Ramsey Drive, Decatur, Texas 76234.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG 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, NCTCOG and PARTICIPANT entered into an Interlocal Agreement dated August 24th, 2015 for E9-1-1 Service, Equipment, Addressing and GIS/Database Maintenance ("9-1-1 Service Agreement"); and

WHEREAS, in reliance on such authority, NCTCOG, as part of its 9-1-1 Services Program, has contracted to construct multiple 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 one such tower on property owned by Participant and has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on July 25th, 2016, and that it desires to contract with NCTCOG on the terms set forth below; and

WHEREAS, NCTCOG and PARTICIPANT wish to enter into this agreement as an extension of the 9-1-1 Service Agreement;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that it is eligible to contract with NCTCOG 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

NCTCOG agrees to construct at its expense a telecommunication tower on property owned by Participant at the location described on Exhibit A. The description of the tower, including height, design and materials is set forth on Exhibit B. Construction shall commence no later than December 31st, 2016 unless otherwise agreed by the parties. NCTCOG agrees during the term hereof to maintain the tower and related facilities at its sole expense. The tower shall at all times be exclusively owned by NCTCOG. NCTCOG shall have the right at all times to allow third parties access to the

tower for installation of additional third party equipment. Participant shall also have the non-exclusive right of access to the tower for installation of Participant's equipment so long as it does not materially interfere with tower operations. All expenses incurred in the installation of Participant's equipment, including structural analysis and possible tower improvements shall be paid by Participant. Participant shall maintain such equipment at its sole expense.

ARTICLE 3: TOWER REVENUE; INSURANCE & LIABILITY

All revenue generated from tower operations, with the exception of Participant equipment, shall be the property of NCTCOG. All taxes and fees, if any, assessed on such revenue shall be paid by NCTCOG. PARTICIPANT shall at all times maintain adequate insurance on the tower and all related improvements, including comprehensive general liability coverage that includes NCTCOG as the tower owner. Participant shall at all times maintain adequate insurance on its equipment, if any, located on the tower and shall insure NCTCOG to the extent of its interest in the tower.

NCTCOG agrees to and accepts full responsibility for the acts, negligence and/or omissions of all NCTCOG employees, subcontractors and/or contract laborers and for those of all persons doing work under a contract or agreement with said Contractor. NCTCOG understands and agrees that the Contractor, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of the PARTICIPANT.

PARTICIPANT agrees to and accepts full responsibility for the acts, negligence and/or omissions of all PARTICIPANT employees, subcontractors and/or contract laborers and for those of all persons doing work under a contract or agreement with said Contractor. PARTICIPANT understands and agrees that the Contractor, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives 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 NCTCOG shall be responsible at its expense for removing the tower and all related equipment 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

NCTCOG or the Participant may cancel 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 agreement.

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 then current availability of funds which are received from the funding agencies by NCTCOG and that are dedicated for the

purposes of this Agreement. NCTCOG will give prompt written notice to Participant in the event NCTCOG loses funding. In the event NCTCOG loses funding, Participant and NCTCOG 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 Wise 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, together with the 9-1-1 Service Agreement constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

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

(SIGNATURES TO FOLLOW ON NEXT PAGE

North Central Texas
Council of Governments
Next Generation 911 Services Program
616 Six Flags Drive
Arlington, Texas 76011

_____
NCTCOG Executive Director or Designee

_____
Signature of Executive Director or Designee

Date:_____

EFFECTIVE DATE: _____, 2016

Participant

Wise County

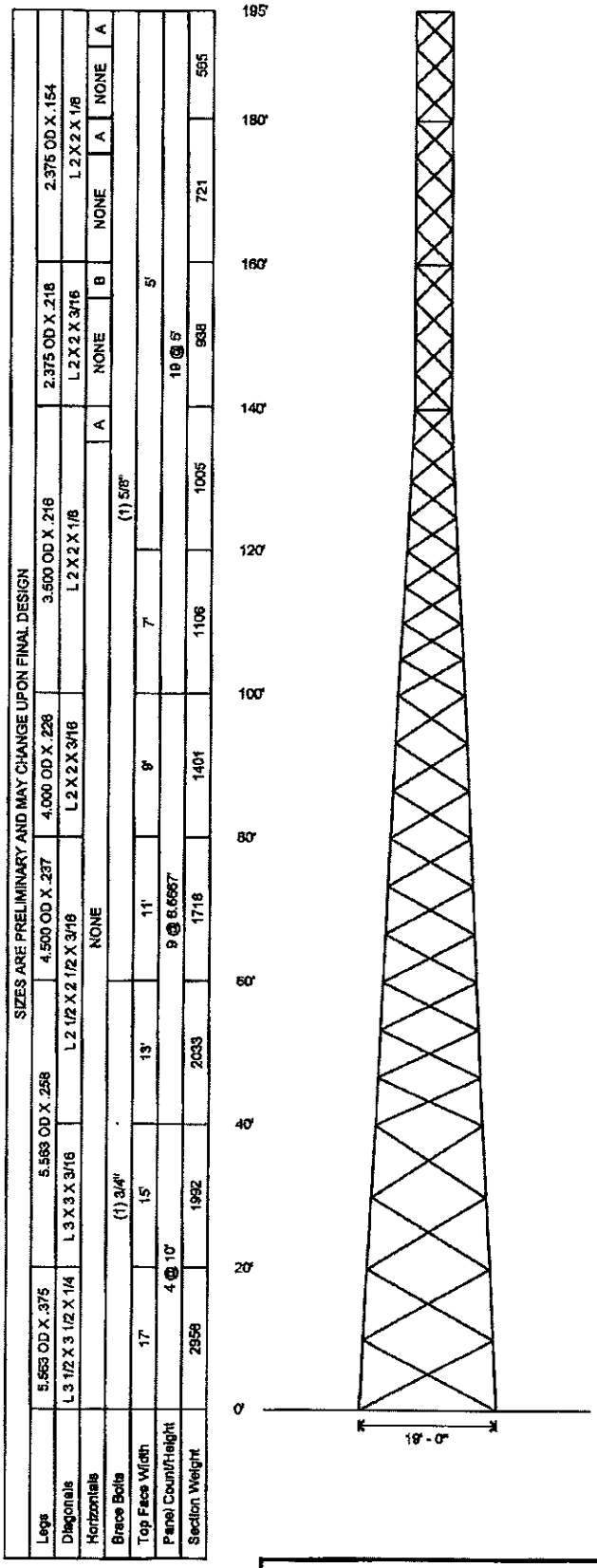
By:_____
J.D. Clark-Wise County Judge

Date:_____

Wise County
200 Rook Ramsey Road
Decatur, Texas 76234

EXHIBIT A
(Legal Description of Tower location)

EXHIBIT B
(Tower Description)



Designed Appurtenance Loading

Elev	Description	Tx-Line
160	Leg Dish Mount	
160	(1) 3' Solid Dish w/ Radome	(1) LMR-400
145	Leg Dish Mount	
145	(1) 6' Solid Dish w/ Radome	(1) LMR-400
75	Leg Dish Mount	
75	(1) 2' Solid Dish w/ Radome	(1) LMR-400

Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	25.15	Shear (kips)	16.06
Axial (kips)	59.91	Compression (kips)	152
Moment (ft-kips)	2408	Uplift (kips)	136
Torsion (ft-kips)	-11.53		

Material List

Display	Value
A	L 2 X 2 X 1/8
B	L 2 X 2 X 3/16

Notes

1) All legs are 50 ksi.
2) All braces are 36 ksi.
3) All brace bolts are A325-X.
4) The tower model is S3TL Series HD1.
5) Transmission lines are to be attached to standard 6 hole waveguide ladders.
6) Azimuths are relative (not based on true north).
7) Foundation loads shown are maximums.
8) (6) 1" dia. F1554 grade 105 anchor bolts per leg. Minimum 35.5" embedment from top of concrete to top of nut.
9) All unequal angles are oriented with the short leg vertical.
10) Weights shown are estimates. Final weights may vary.
11) This tower was designed for a basic wind speed of 90 mph with 0" of radial ice, and 30 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class III, Exposure Category C, Topographic Category 1.
12) The foundation loads shown are factored loads.
13) This structure has been designed with a 250% increase in antenna and line loading.

Sabre Industries
Towers and Poles

Sabre Communications Corporation
7101 Southbridge Drive
P.O. Box 658
Sioux City, IA 51102-0658
Phone: (712) 258-6850
Fax: (712) 279-0814

Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.

Quote:	15-4699-JAC
Customer:	JTS INC
Site Name:	Wise County SO, TX
Description:	195' S3TL
Date: 11/18/2015	By: KJL

Sabre Industries™
Towers and Poles

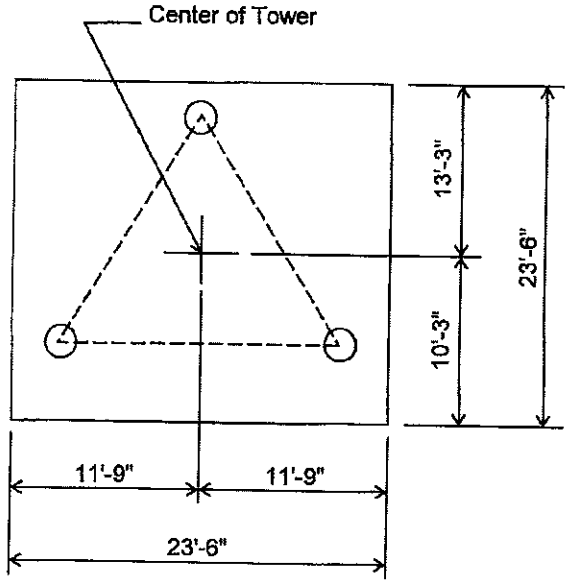
No.: 16-4090

Date: 11/18/15
By: KJL

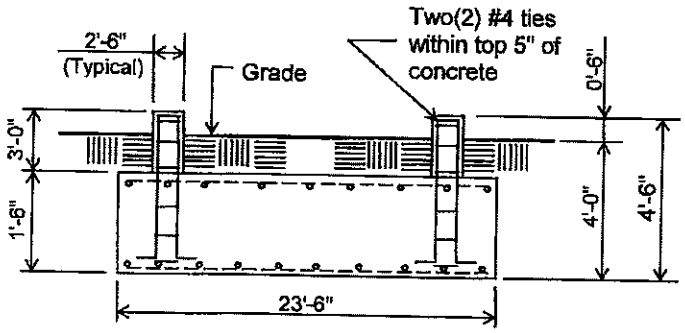
Customer: JTS INC
Site: Wise County SO, TX

195 ft. Model S3TL Series HD1 Self Supporting Tower At
90 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G.

PRELIMINARY -NOT FOR CONSTRUCTION-



PLAN VIEW



ELEVATION VIEW
(32.32 Cu. Yds.)
(1 REQD.; NOT TO SCALE)

CAUTION: Center of tower is not in center of slab.

Notes:

1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-05.

2). Rebar to conform to ASTM specification A615 Grade 60.

3). All rebar to have a minimum of 3" concrete cover.

4). All exposed concrete corners to be chamfered 3/4".

5). The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.

6). The foundation is based on the following factored loads:
Factored download (kips) = 16.43
Factored overturn (kip-ft) = 2406.28
Factored shear (kips) = 25.15

Rebar Schedule per Mat and per Pier	
Pier	(12) #6 vertical rebar w/ hooks at bottom w/ #4 Rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(28) #6 horizontal rebar evenly spaced each way top and bottom. (112 total)

8). 2.5 ft of soil cover is required over the entire area of the foundation slab.

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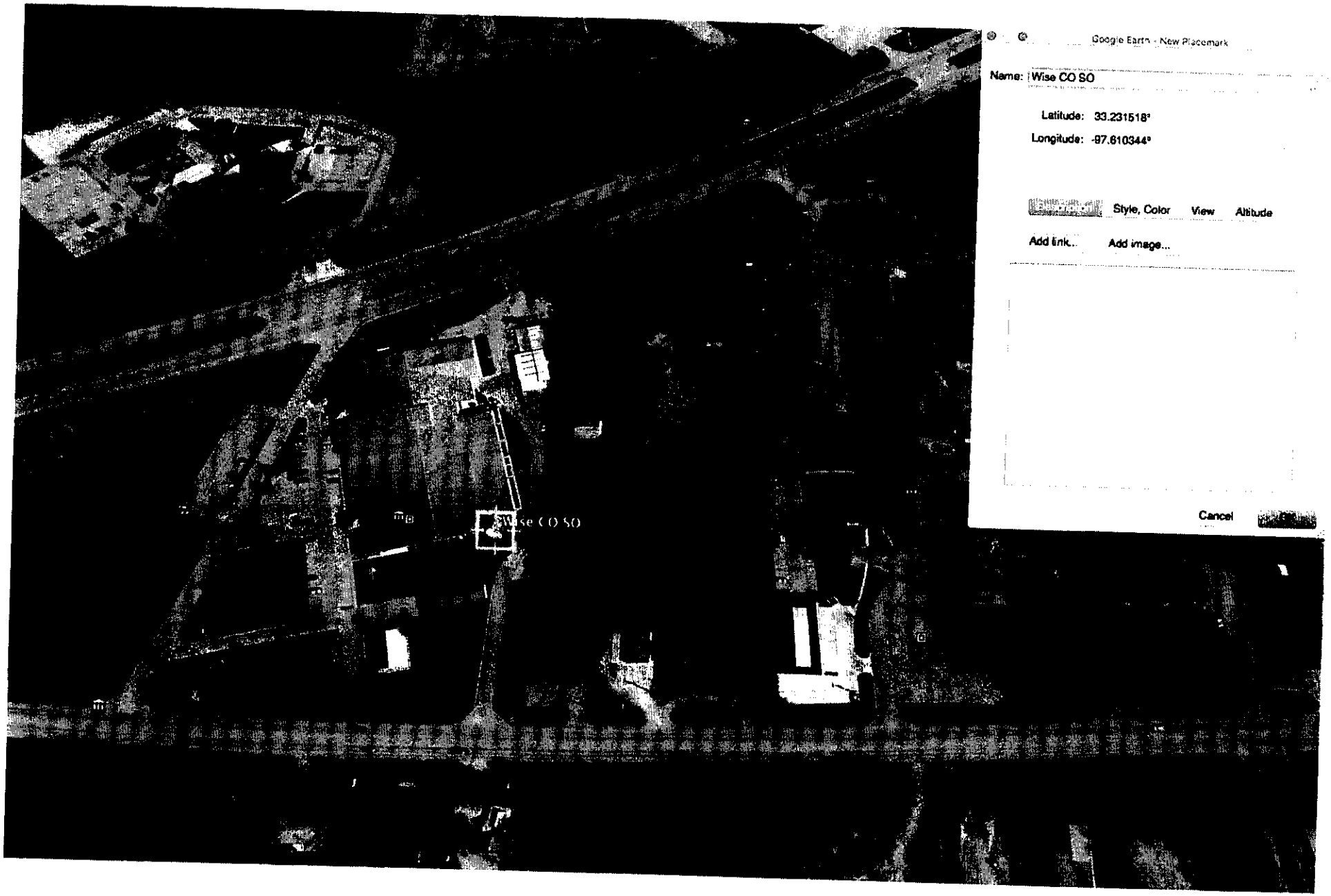
7101 Southbridge Dr - P.O. Box 658 - Sioux City, IA 51102-0658 - Phone 712.258.6690 - Fax 712.258.8250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