

1. Term. The initial term of this Agreement shall commence as of the date the last Party executes this Agreement (the "Effective Date") and end on the day prior to the fifth (5th) anniversary of the Effective Date (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods commencing on the anniversary of the Effective Date and ending on the day prior to the next successive anniversary date of the Effective Date (each being a "Renewal Term") unless otherwise terminated as specified herein. The Initial Term as extended by each Renewal Term shall be the "Term" of this Agreement.

2. Installation of 9-1-1 equipment. Carrollton agrees to permit Denco to install miscellaneous telecommunications equipment including various racks, controllers, routers, switches and other infrastructure necessary to serve as a primary host site for the Denco 9-1-1 system; and eight (8) 9-1-1 workstations for use as a multijurisdictional back-up PSAP. Carrollton agrees that all equipment installed or placed at the location by Denco or its authorized agents remains the property of Denco.

3. Management Control. Carrollton agrees that Denco shall retain management control of all Denco-owned equipment. Denco agrees that Carrollton will retain management control of all facilities functions. However, Carrollton agrees to release management control of the area where the 9-1-1 workstations are installed to Denco in the event of a declaration of "site activation" by the Denco Executive Director. When operating under a declared site activation, Denco may assume control of the workspace and authorize any public safety agency that is a part of the Denco Area 9-1-1 District to utilize the space for processing 9-1-1 calls.

4. Damage to Equipment. Denco shall be responsible for any damage to the equipment that Denco or its authorized agents have installed or placed at the Carrollton City Hall, including normal wear and tear usage and/or loss, unless such damage is caused by an act or omission of Carrollton or its authorized agents.

5. Access. Denco conducts fingerprint background investigations on all Denco staff consistent with the requirements of the Texas Commission on Law Enforcement for licensure purposes. Carrollton agrees to provide immediate, unrestricted access to Denco staff (and to Denco authorized agents when accompanied and escorted by Denco staff) to all Denco owned equipment, the 9-1-1 telephone demarcation point, and microwave communications equipment located on the roof of City Hall.

6. Accommodations for Equipment. Carrollton agrees to make reasonable modifications, such as providing the necessary dedicated electrical circuits and outlets, physical space, and any other reasonable requirements to allow for the installation of Denco's 9-1-1 equipment. Carrollton shall provide not less than four standard equipment rack spaces, deep enough to accommodate Denco-provided secured enclosures, one backboard for installation of telecommunication punch-down blocks and other equipment, cable raceways, adequate

grounding, etc. in compliance with NENA 04-502 E9-1-1 PSAP CPE Site Characteristics Technical Information Document.

7. Alternate Power Source. Carrollton agrees to provide an alternate power source (emergency generator) for the 9-1-1 equipment, to test this alternate source under load on a monthly basis, and to maintain the alternate power source equipment in good working order. Upon request, Denco will be permitted to review the testing and maintenance logs for the generator set and related power systems.

8. Relocation. Carrollton agrees that all Denco-owned equipment that is installed or placed at the Carrollton City Hall location shall not be removed, moved, or modified from its installed location or disconnected or modified or restricted in its operation without providing less than one hundred and eighty (180) days written notice to Denco. During the one hundred and eighty (180) days' notification period, Carrollton agrees to maintain primary and alternate power sources, and temperature control until Denco relocates or removes its equipment.

If Denco's equipment is not moved or relocated within the time provided above, and Denco has not otherwise consented to Carrollton performing such move or relocation, Carrollton may move or relocate the equipment, or cause such work to be done, at Denco's expense. Carrollton shall not be responsible for any damage to the equipment which results from moving or relocating the equipment, or causing such work to be done if Denco fails to move or relocate the equipment within the time provided.

Notwithstanding the foregoing requirement to provide 180 days' notice to the contrary, if because of unanticipated events or condition it becomes necessary to move, power down, and/or disconnect Denco's equipment:

- A. in order to prevent imminent damage or destruction to Denco equipment; and/or
- B. in order to prevent damage to Carrollton's property or to Carrollton's other systems or injury to any person;

Carrollton agrees to notify Denco telephonically of the occurrence of the event or existence of the conditions and, if Denco is unable to send a person authorized by Denco to move, power down, and/or disconnect the Denco equipment in question in reasonably sufficient time to prevent or avoid the imminent damage or injury, Carrollton shall be authorized to move, power down, and/or disconnect Denco's equipment and shall have no liability to Denco pursuant to this Agreement for such action.

9. Termination. In the event that Carrollton desires to terminate this Agreement, it must provide written notice thereof to Denco one hundred and eighty (180) days prior to the expiration of the Term (whether the Initial Term or the then current Renewal Term).

10. Governmental Immunity and Responsibility. The Parties acceptance of certain responsibilities relating to the rendering of public safety services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent possible under the law. Neither of the Parties waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. Each Party shall be responsible for the acts and negligence of its own officers, employees, agents and volunteers engaged in the performance of this Agreement. Each Party shall also be responsible for any property damage or bodily injury caused by their equipment located at the PSAP and for any property damage or bodily injury caused by any act or omission by their officers, employees, agents and volunteers. Each Party further agrees to waive all rights of subrogation against the other Party for losses arising from work performed by either Party at the Carrollton City Hall.

11. Notices. Except as may be otherwise specifically provided, all notices required or permitted under this Agreement shall be in writing and shall be deemed delivered (i) when actually delivered to the Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective addresses set forth below or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

Carrollton: Attn: City Manager
945 E. Jackson Road
Carrollton, Texas 75006

Denco: Attn: Executive Director
Denco Area 9-1-1 District
P.O. Box 293058
Lewisville, Texas 75029-3058

12. Venue and Governing Law. The Parties agree that if legal action is brought under this Agreement, exclusive venue shall lie in the State Courts of Denton County, Texas, and its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

13. Severability. In case any one or more of the terms, sentences, paragraphs or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other terms,

sentences, paragraphs or provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained here.

14. Amendments. This Agreement may be amended or modified only by written agreement of the Parties signed by an authorized representative of each Party.

15. Entire Agreement and Prior Agreements Superseded. This Agreement represents the entire and integrated agreement between Denco and Carrollton with respect to the Host Site equipment and multi-jurisdictional back-up PSAP and supersedes any prior understandings, negotiations, representations, or written or oral agreements between the Parties respecting this subject matter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective from the last date signed and marked on this Agreement by a participating Party.

CITY OF CARROLLTON:

BY:

DATE: _____
Leonard Martin, City Manager

ATTEST:

Name, TITLE

DENCO AREA 9-1-1 DISTRICT:

BY:

DATE: _____
Mark Payne, Executive Director

ATTEST:

Carla Flowers, Director of Administration