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WEBB COUNTY, TEXAS

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**Agreement Between Webb County and
Mirando City Water Supply Corporation
for
The County's Use of the Corporation's Elevated Water Storage
Tower for Public-Safety Radio**

Purpose. Webb County ("County") has made a substantial investment to upgrade its public-safety radio system (the County's Sheriff's radio system). This document's terms constitute an agreement (this "Agreement") predicated upon the County installing and connecting, or having the right to connect and install, two Omni antennas, as well as two micro wave dishes (2' to 3'), and accompanying cabling to the Mirando City Elevated Water Tank Storage Tower ("Tower" or "Water Tower") owned by the Mirando City Water Supply Corporation (hereinafter "Water Supply Corporation" or "Corporation"). Once either condition is met, then the County will place the equipment on the Water Supply Corporation's 110-foot Tower located off the 100 Block of J.W. Edgar Street, Mirando, TX and in a nearby shelter. If neither is met, this Agreement will be null and void. Webb County and Mirando City Water Supply Corporation are hereinafter also collectively referred to as "Parties" and individually to as a "Party" in this Agreement.

1. **Authority.** Webb County and the Mirando City Water Supply Corporation enter into this Agreement through its respective commissioner court and board of directors.
2. **Timing.** Webb County's contractors (Motorola) are scheduled to begin installing the antennas, micro wave dishes, and assorted cabling, on the Corporations' elevated water storage tower before the end of the calendar year 2023.
3. **Term.** This Agreement commences on the date last executed by the parties, and given Motorola's commitment to install the radio antennas, microwave dishes, and assorted cabling on said water tower, and will continue until May 31, 2038. After May 31, 2028, the term will be extended to a month-to-month term until terminated for convenience by either Party as provided under this Agreement.

4. **Liaison Officers**

The Water Supply liaison officer for regular communications and performance under this Agreement will be Mr. Lorenzo Mata, Board President, Mirando City Water Supply Corporation, 724 N Main Avenue, Mirando City, TX 78369, 361-586-5092.

Webb County's liaison officer for regular communications and performance under this Agreement will be Commander Federico Calderon, fcalderson@webbcountytexas.gov, 956-523-4500.

The Parties may update the identification of their respective liaison officers by providing notice of any new information in accordance with the notice provision of this Agreement.

5. **Necessary Conditions or Standards.**

a. **Tower Location.** The Water Supply Corporation's Tower is located off the 100 Block of J.W. Edgar Street, Mirando, TX, or more specifically as shown Exhibit "A" (site coordinates 27.436064° North 99.001935° West + 826 ft.).

b. **Tower Specifications.** The tower, tower site, and their management meet all required manufacturer and industry standards.

c. **Location for the Antennas.** The County will install its microwave and radio antennas on the Water Supply Corporation's water tower, and the antennas must remain at the same locations and heights on the Tower, and with the same orientations, as when installed. The County's radio antennas on the water tower must be able to send and receive signals continuously and without undue interference. Thus, the Water Supply Corporation's water tower must remain free of other equipment or appurtenances that would interfere with the microwave paths to and from the County's antennas or with the County's antennas sending or receiving radio or microwave signals. The County shall be solely responsible for identifying any interfering equipment or appurtenances in place on the Corporation's tower at the time of installation of the County's equipment and notifying the Corporation of same, and upon such notice the Corporation shall attempt to eliminate interference as soon as is practicable provided the removal of said equipment does not negatively affect the Corporation's water system or the principal use of the water tower.

d. **Equipment Shelter, and Other Equipment.** Webb County will install the shelter for housing the simulcast radio equipment, and other equipment, including cabling or wave guide and connections to the power grid, if applicable, and it will connect its equipment to the power grid, if applicable. If applicable, the County's electricity use will be separately metered, if applicable.

6. **Webb County's Obligations and Warranties**

a. **Tower Study**

Webb County had engineers review the County's plan to install equipment on the water tower and at the tower site in April 2023. Afterwards, Enertech performed a structural study of the site for the installation of the County's equipment on the Corporation's water tower, and the site was prepared for installation. The parties are satisfied with the County's plan and the water tower's and tower site's suitability to host the County's equipment.

b. **Equipment Installation and Maintenance**

Webb County will install and maintain its antenna and related equipment on the

tower and its shelter and equipment inside, and its cabling at its expense. The County will retain ownership of its equipment.

c. Insurance for the Antennas and Related Equipment

Webb County will procure and maintain warranties and insurance for its property on the tower or at the tower site, including antennas and other equipment.

d. Waiver of Fee

Webb County and Mirando City Water Supply Corporation agree that no fee will be charged by the Water Supply Corporation for Webb County installation and maintenance of antennas, microwave dishes, cabling and other equipment on the water tower and at the site.

e. Compliance with all applicable laws

Also, in exchange for County's rights under this agreement, County will be responsible for all costs of these connections and will comply with all applicable laws, building codes, and industry standards for the connections.

f. Records and Requests

Webb County will maintain records and data about its equipment on the Water Supply Corporation's Tower. Webb County will provide information in response to the Corporation's reasonable requests, particularly about the antennas, frequencies, and equipment at the tower site. Webb County will not disclose information in violation of a law, privilege, or another contract.

g. General Cooperation

The Water Supply Corporation intends to use the tower as a water tower for its lifespan and to provide an adequate radio-frequency environment to Webb County. Likewise, Webb County intends to operate its radio service for its lifespan and expects to need access for its antennas and equipment at the tower site during this time. The County will reasonably cooperate with the Corporation and vice versa throughout the term of this Agreement to facilitate both parties using the tower for their respective purposes.

7. Mirando City's Water Supply Corporation Obligations and Warranties

a. Land at the Tower's Location and Access to Power Grid

The Water Supply Corporation warrants that it owns the land at the Water Supply Corporation's tower site in fee simple and that it owns or has an easement for access to the Water Supply Corporation's tower site from a public road. The Water Supply Corporation will maintain its ownership of the land and access rights during this Agreement's term.

The Water Supply Corporation will also continue to maintain any road, which is reasonably necessary for access to the tower and the tower's location. In the case of a road which the Water Supply Corporation does not maintain or have the right to maintain, the Water Supply Corporation will reasonably cooperate with Webb County in reporting problems to the appropriate owner or other party to maintain, repair, or improve the road.

If required, the County's equipment will connect to the power grid and be metered separately from the Water Supply Corporation equipment on site. The County may use the Water Supply Corporation's easement or other rights to maintain the County's connection to the power grid during this Agreement's term.

b. The Tower and Its Maintenance and Management

Ownership and Location. The Water Supply Corporation warrants that it owns the tower itself in fee simple, will retain its ownership, and will keep the tower at its present location during this Agreement's term.

Soundness. The Water Supply Corporation will maintain the water tower and the tower site, including the elevated water tank, so that they meet applicable industry standards, including (1) marking and lighting laws and standards such as FAA Advisory Circular AC No. 70/7460-1L, Obstruction Marking and Lighting (Dec. 4, 2015) as revised, and (2) if applicable, AWWA/ANSI Standard D107-10 or AWWA/ANSI Standard D107-16. The Water Supply Corporation will maintain lightning protection for the water tower according to industry standards, such as NFPA 780 (2014 ed.) or (2017 ed.) and UL 96, 467, and 96A. The County will bond its equipment-site-ground system to the Water Supply Corporation water-tower-site ground system to ensure a single common-site-ground system. If the County becomes aware of any condition which constitutes an actual or potential violation of the standards referenced herein, the County shall timely notify the Water Supply Corporation of said conditions and cooperate with implementing a suitable remedy. Additionally, the County shall be responsible for any violation of the standards referenced herein and mitigation of such violation when said violation is caused by the County's equipment.

RF Environment and MW Paths. The Water Supply Corporation will maintain and manage the water tower and tower site according to industry standards such as those in chapter 8 of Motorola R56 Standards and Guidelines for Communications Sites (2005), to provide the best radio-frequency environment to support the proper operations of the County's public safety radio service. The Water Supply Corporation will also maintain and manage the Water Supply Corporation's tower and tower site to avoid interference with the radio and/or microwave paths for the County's radio public safety radio system.

Routine Maintenance. The Water Supply Corporation will be responsible for routine maintenance, including painting, on the water tower and the Water Supply Corporation's shelters, utility pole, and other equipment at the water tower site. The Water

Supply Corporation will provide reasonable notice, but in no event less than 30 days' notice, to the County about any maintenance, such as painting, that may affect the County's operations at the water tower site. The Water Supply Corporation will reasonably cooperate with the County to protect its interests and continue its operations at the water tower site during any maintenance by the Water Supply Corporation.

With reasonable notice to the Water Supply Corporation, Webb County will inspect, service, and maintain its own antennas, equipment, shelter, and backup generator and fuel tank, if applicable, at the Corporation's water tower site.

c. License

The Water Supply Corporation grants Webb County a non-exclusive license, permissions, and other ancillary rights so that the County may take all actions, including entering the Water Supply Corporation's real and personal property at the tower site and on the tower, the County deems appropriate to install, maintain, and operate its microwave and radio antennas and equipment at the tower site and on the tower at the precise locations and according to the plan and standards set out by Enertech and Motorola.

Coaxial cable will be secured to the inside of the water tank base on a cable securing system installed by the County's contractor. Coaxial cable will be installed in buried conduit between the County's equipment shelter and the water tower's underground cable entrance on the side of the water tower.

Webb County's license, permissions and rights granted by the Water Supply Corporation give it the right to install, inspect, maintain, repair, improve, or replace any component, including the shelter, antennas, and equipment, as well as to survey, study, or gather data about the tower, antennas, related equipment, and the operations of anything that the County suspects may affect the performance of its radio service. The County will reasonably coordinate any such work with the Water Supply Corporation and use reasonable efforts to perform its work in the light of the Water Supply Corporation's interest in using the water tower as a water tower and as a component of the County's secured radio service.

Webb County's license, permissions and rights granted by the Water Supply Corporation include the right to require the Water Supply Corporation to remove or relocate or have removed or relocated—other antennas, equipment, or attachments to the tower, which may unduly interfere with the performance of the County's radio service provided that the removal or relocation of the antennas, equipment or attachments does not negatively affect the Water Supply Corporation's water system, or the principal use of the water tower. Prior to removing or relocating said tower attachments, the County shall notify the Water Supply Corporation of the nature of the issue and provide specific recommendations as to where the equipment can be acceptably relocated. The Water Supply Corporation and County shall then cooperate to determine the mutually agreeable

process for accomplishing the removal and relocation.

Where the Water Supply Corporation lacks the right or authority to remove or redirect, or require the removal or redirection, of an antenna, piece of equipment, or attachment, or to alter its functioning, then Webb County's license permissions and rights granted by the Water Supply Corporation include the right to request that the Water Supply Corporation use reasonable efforts to restore the County's radio performance to meet the applicable manufacturer or industry standards and the law.

e. Access to the Tower Site (Equipment Shelter) and the Tower

County will install an equipment shelter at the tower site and microwave and radio antennas and other equipment on the water tower. The shelter will contain heat, smoke, electrical- failure, and other sensors and alarms.

The County will have the right to immediately enter the equipment shelter at the tower site. For example, the County will have to respond immediately to an alarm alert. The County will reasonably notify the Water Supply Corporation when the County enters the tower site. Said notice shall include identification of any third-party agents or contractors the County authorizes to access the Water Supply Corporation's tower site and work on the County's equipment. If the Water Supply Corporation has a fence and gate, or similar security measures, at the tower site, then the Water Supply Corporation and County will cooperate to establish a procedure by which the County can rapidly enter the shelter consistent with the Water Supply Corporation's security interests. The County may also immediately access its equipment, cabling, waveguide, or the connection of the County's equipment, at the external base of the water tower itself. The County will not enter or climb the water tower under this right.

The County will have the right to access the water tower, including climbing the tower, with reasonable advance notice to the Water Supply Corporation. For example, the County would need access to respond to an event like a lightning strike, to investigate microwave or radio-frequency interference, or to inspect or service the equipment on the tower. The Water Supply Corporation will provide the County with appropriate access to the tower under the circumstances. The County and/or its third-party agents shall not attempt to access or climb the tower in a damaging or unsafe manner. The Water Supply Corporation reserves the right to stop work if damage is being caused to the Water Supply Corporation's structure or if workers are not utilizing best practices in regard to safety. For example, an attempt to climb the tower without appropriate climbing gear would be considered unsafe and would warrant the Water Supply Corporation stopping work.

f. Significant Information, Events, Plans, or Work

Possible Problems. If, during its normal and routine operations for its own purposes, the Water Supply Corporation detects what it suspects is a possible problem with the condition

of the County's antennas, equipment, or operation, then the Water Supply Corporation will promptly notify the County. The Water Supply Corporation should resolve any doubts in favor of notifying the County of a possible issue. If, during its normal and routine operations for its own purposes, the County detects what it suspects is a possible problem with the condition of the Water Supply Corporation's tower, then the County will promptly notify the Water Supply Corporation. The County should resolve any doubts in favor of notifying the Water Supply Corporation of a possible issue.

System Enhancements, Service, or Modifications. In the event that there are any modifications to the water tower, tower site, connection to the power grid, or access to the site from a public road that may affect the County's radio system or its ability to maintain this simulcast site, to the extent possible, the Water Supply Corporation will notify the County of such modifications or reductions in service.

Consideration of Tower Additions. If the Water Supply Corporation considers adding, or allowing another person or entity to add, any equipment or appurtenances to the tower, then the Water Supply Corporation will consider how this may affect the County's system and promptly notify Webb County. The Water Supply Corporation will provide the County with sufficient information for the County to assess the proposed addition, study its potential effect on the County's radio service, and to set out its position to the Water Supply Corporation. "Promptly" means with enough time for the County to exercise its rights under this subsection but, in no event, less than 60 calendar days' notice.

If the Water Supply Corporation considers allowing another person or entity (such as a cellular carrier) to add any equipment or appurtenances to the tower, which have a realistic chance of interfering with the operation of the County's antennas or equipment, then the Water Supply Corporation will include a provision in its relevant contract with the other party that subordinates the party's right to place or operate its equipment or appurtenances on the Water Supply Corporation's tower or at the tower site to the County's right to operate its antennas and equipment at the tower site as essential components of its simulcast cell. For example, the Water Supply Corporation's contract with the other party should give the Water Supply Corporation the right to require the other party to relocate, redirect, or shield its equipment to prevent undue interference with the County's simulcast cell. The Water Supply Corporation will enforce any provisions in its contract with other persons or entities as reasonably necessary to prevent or reduce undue interference with the County's radio service.

Information to Water Supply Corporation. The Water Supply Corporation will supply to third parties as reasonably necessary information about the County's simulcast cell, the microwave paths, the need for microwave paths, which are line of sight, to remain clear, and undue interference, General Cooperation

The Water Supply Corporation and Webb County shall reasonably cooperate to facilitate both parties using the City's tower for their respective purposes.

g. FCC Registration and FAA Notification

The Water Supply Corporation warrants that it has met all requirements to provide all required notice of the tower to the FAA (or that the tower is exempt from FAA-notice requirements). If any of these things changes, then the Water Supply Corporation will comply with the applicable law to renew or appropriately change the registration.

8. Unexpected Events, Cooperation

Unexpected events may negatively affect the Water Supply Corporation's tower, operation of the tower as a water tower, tower site, connection to the power grid, or access to a public road, or the County's shelter, antennas or equipment, or the operation of the County's simulcast cell, including damage to or failure of the water tower, damage to or failure of the antennas or equipment, interference with or obstruction of the microwave paths, loss of or changes to a party's property or contract rights with others, and changes to the applicable law (including operations, licenses, permits, registrations). The parties will discuss and cooperate to resolve or avoid problems cooperatively.

Notice and Discussion. Each party will promptly notify the other party of any performance problem or issue of which it becomes aware, or of concerns or information indicating a possible future problem for the Water Supply Corporation's tower, tower site, or County's shelter, antennas, or equipment. As examples, a party will immediately inform the other of any known failure or damage to the water tower, shelter, antenna, or related equipment, or any other component of the simulcast cell. Under Section 8.f the Water Supply Corporation will notify the County of various events, which might interfere with the County's radio performance.

Access and Evaluation. Each party will provide the other party, and its representatives and experts, with full access to any site or location or piece of personal property for an inspection and evaluation of a problem or issue affecting the County's simulcast cell.

Information Exchange. The parties will exchange with one another their information, reports, the results of any inspection or evaluation, expert analyses and recommendations, and proposals for repairing a problem or resolving an issue. The parties will promptly exchange this information with each other before moving on to the next step of cooperation.

Cooperation. At all times, the parties will cooperate to resolve the problem quickly and collaboratively consistent with the water tower's and the simulcast cell's public-safety purposes and industry standards. Each party agrees promptly to take actions within its rights and authority when an action has a realistic chance of resolving or improving a problem, including moving or changing the use of the party's personal property, exercising a right or option under a contract with another person or entity, and making and pursuing a warranty or insurance claim.

If the parties decide to jointly enter into an agency relationship as part of addressing a problem, then the parties will follow section 10c. below.

Emergencies or Interim Measures. In the case of emergencies with the Water Supply Corporation's tower, tower site, or the County's antennas or equipment, the Water Supply Corporation or Webb County may take an interim measure to prevent or ameliorate a problem or threatened problem or to restore safe operation while the parties assess and confer on a longer-term or more permanent resolution.

9. Each Party's Additional Responsibilities

a. A Party's Employees and Contractors; Property

Each party will remain the sole employer of its officials, officers, and employees, who work on or are involved with the Water Supply Corporation's tower or tower site. Said party will be solely responsible for all their compensation and benefits, including salary, overtime, pension contributions, health coverage, workers' compensation coverage, disability insurance or coverage, leave, and liability insurance, coverage, or indemnification.

Each party alone will supervise and direct its employees and other agents and be responsible for their safe work practices and compliance with all laws, agreements, and policies.

Webb County alone will be the principal in its relations with independent contractors, such as Motorola, Enertech, or other service providers regarding the radio system in place at the water tower. For example, such a vendor may provide repair service or alarm and failure inspection, and, as between Webb County and the Water Supply Corporation, the County will be responsible for and to its contractors.

The Water Supply Corporation alone will retain its ownership or other interest in the water tower and tower site and its property at the site. Webb County will retain its ownership of the equipment shelter, generator (if applicable), antennas, and other equipment at the tower site.

b. Insurance

Webb County will procure and maintain the appropriate types and amounts of insurance or other coverage, including self-insurance, to cover its property involved in this Agreement, and the acts of its employees and agents in performing the party's respective obligations here.

Upon reasonable inquiry Webb County will provide the Water Supply Corporation with appropriate insurance or coverage information related to the duties under this section. Webb County will name the Water Supply Corporation as an additional insured on all of its insurance coverages involving work performed by third party contractors on County's

equipment.

c. Not Co-Employers; Future Exception

The parties are not agreeing to act as co-employers of any persons or as parties to a joint venture by virtue of this Agreement alone.

d. No Restriction against Contracting or Self-Insuring

This Agreement does not restrict a party's ability to address and assign responsibility or liability for the risks discussed here in other contracts, including those with the party's independent contractors.

A party may also meet any of its obligations, even in part, with insurance or other form of coverage, including self-insurance.

Notice: This provision imposes special duties on Webb County.

10. Liability-Related Provisions Benefitting Water Supply Corporation

a. Restriction of the Other Party's Liability

Webb County will be liable to Water Supply Corporation for claims or damages to Water Supply Corporation arising from the acts or omissions of Webb County employees or its contractors regarding work on the radio communication equipment to be located on the Water Tower.

b. A Party's Duty to Defend and Indemnify

Webb County will defend, indemnify, and hold Water Supply Corporation harmless for all claims and damages arising from the alleged acts or omissions of Webb County's employees or contractors regarding work under this Agreement. This provision falls under subsection (b) to sections 4 and 6 of article XI of the Texas Constitution.

c. Limitation

This provision does not restrict Water Supply Corporation from suing the County for personal injuries or property damage that results from the acts or omissions of the County's employees or its contractors if the personal injuries or property damage arose from the acts, directions or omissions of County's employees and/or contractors. Also, this Section 11 does not limit Water Supply Corporation right to assert its third-party-practice rights, including the right to designate the other party as a responsible third party, in the context of a claim by a person who is not a party to this Agreement.

d. Definitions and Interpretation

"Claims or damages" means all types of claims, requests, demands, and disputes whether arising under contract or tort law or a statute, and all types of damages, including personal injuries;

damage to real or personal property; statutory or regulatory damages, fines, or penalties; attorney's fees, expert costs, and litigation or ADR costs; and all forms of interest.

"Acts or omissions" means all types of acts or omissions, including those that constitute negligence; gross negligence; malice; intentional, negligent, or innocent misrepresentation; breach of contract; or other actionable conduct.

This section's rights, duties, and restrictions apply at all relevant stages of a dispute, proceeding, or lawsuit, including at the outset of the assertion of a claim, including a lawsuit's initial filing or pleading stage. This section's use of terms or phrases like "damages," "acts or omissions," and "arising from" instead of "alleged damages," "alleged acts or omissions," or "allegedly arising from" does not mean that these matters must be found, substantiated, or determined (instead of merely asserted or alleged) before this section's rights, duties, and restrictions become effective.

Notice: This provision imposes special duties on all parties.

12. No Personal Liability, No Waiver of Immunity

This Agreement does not create any form of personal liability on the party of any official, officer, employee, or agent, who is an individual, of a party. A party will not sue or try to hold an official, officer, employee, or individual agent, of the other party personally liable for any personal injuries of property damage.

The parties do not waive any form of immunity by signing this Agreement.

If a person, who is not a party to this Agreement, files or asserts a claim against one or more parties to this Agreement, then the parties will assert and pursue all immunity and other defenses against the claim. In addition, however, each party may pursue its third-party-practice rights against the other party in the context of a claim by person who is not a party to this Agreement.

13. Confidential Information

a. Right to Designate |

A party may designate specific information as confidential by a method reasonably designed to notify the other party that the information is confidential, such as by including "confidential" as a stamp or marking at the bottom of a page or spreadsheet or on the cover of a separately bound or self-contained document.

As examples, a party may use this designation for information that is subject to a privilege like the attorney-client privilege, executive-session information, information falling under an exception in subchapter C of title 552 of the Texas Government Code, or information that the party is obliged to protect under a contract. Certain information about a public-safety radio system is confidential because it relates to critical infrastructure. See, e.g., Tex. Gov't Code, § 423.0045(1)(A)(vii), (x); 42 U.S.C. § 5195c(e); Tex. Gov't Code, chapter 552, subchapter c; Tex. Att'y Gen. OR2015-22157;

Tex. Att'y Gen. ORD 143 (1976).

If a party receives a public information request which may extend to confidential information which originated from the other party, it shall provide timely notice to the other party. The parties shall cooperate in submission of any necessary request for decision to the Texas Attorney General regarding application of any mandatory or discretionary exceptions to mandatory public disclosure under the Texas Public Information Act.

A party should not designate as confidential information that is publicly available or that constitutes public information under a government-transparency law, such as the Open Meetings Act or the Public Information Act, Texas Government Code, Chapters 551 and 552.

b. Duty to Protect

A party will protect the other party's confidential information by the same methods and procedures that it uses to protect its own confidential information. If a party intends to disclose the other party's confidential information to a contractor or representative, such as an attorney, subject-matter expert, consultant, or accountant, then the party will protect the information with a confidentiality provision in the related contract.

If a party uses confidential information in a court filing, then the party will use its best efforts to protect the information, such as by filing it under seal or agreeing to a protective order.

c. Notice

If a party believes that it may have to disclose the other party's confidential information (e.g., in response to a court order or subpoena), then the party will notify the other of the possible disclosure with enough information and sufficiently far enough in advance for the other party to state steps to protect its interests.

14. Termination

a. By Webb County

If Webb County intends to terminate this Agreement, the County will confer with the Water Supply Corporation ahead of time about its intention and will give the Water Supply Corporation no less than 120 calendar days' advance notice before terminating. The County alone will bear the cost of removing its antennas and equipment from the Water Supply Corporation tower and tower site.

b. By the Water Supply Corporation

Should the Water Supply Corporation choose to relocate or sell the tower, remove the County's antenna, or to terminate this agreement, the Water Supply Corporation will give the County a one-year notice beforehand and assist the County in finding another acceptable tower location within the Water Supply Corporation area of service. Webb County shall bear the full cost of the relocation.

15. **Dispute Resolution**

a. **Notice & Conferences**

If a party believes that the other has not met, or is not meeting, an obligation under this Agreement, the party will contact the other's Liaison Officer to discuss the issue. If discussions do not resolve the issue, then the party will notify the other in writing of the complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time--ordinarily not to exceed 14 calendar days--to address and improve its performance.

If these discussions do not resolve an issue, then the Water Supply Corporation and County shall select designees to meet in person to discuss and try to resolve any issue. This process should take no more than five business days, unless the parties agree otherwise. By enacting and adopting this Agreement, the Water Supply Corporation and the County authorize said designees to resolve such issues without separate contemporaneous approval, so long as they do not materially increase the obligations assumed by their respective principals in this Agreement's express terms.

If these efforts don't resolve the issue, then the parties on each side of a dispute may write a letter to the others' governing body or board of directors. Each party will circulate the other's letter to its County Judge and Commissioners or its Board President and Board of Directors.

b. **Prerequisites to a Lawsuit or Other Proceeding**

The parties recognize that each are bound to the Texas Open Meetings Act and other regulations which may, in some cases, result in delays in the parties' respective designees securing authority necessary to resolve a dispute. No party may file a claim or lawsuit in any forum before the parties are finished using the above procedures, have had an opportunity to deliberate on the matter at a properly noticed meeting of its governing body, or board of directors.

c. **Emergency Exception**

As an exception, party may file a petition and an application for a temporary restraining order, preliminary injunction, declaration, or similar equitable relief in the event of an emergency and to continue or restore the proper operation of the Water Supply Corporation's tower as a water tower or the County's radio service.

16. **Other**

a. **Authorization.** Each party represents and warrants that the person or persons signing this Agreement has the requisite authority to execute this Agreement.

b. **Non-Party Beneficiaries.** Webb County and the Water Supply Corporation

are agreeing to cooperate in maintaining the Water Supply Corporation water tower and the County's radio service as outlined here. The County and the Water Supply Corporation are the only parties and chief intended beneficiaries to this Agreement. Webb County and the Water Supply Corporation do not intend to create a right for a non-party to sue to enforce a right under this Agreement or for alleged damages arising from an alleged breach of this Agreement. The parties also do not intend to enter a joint enterprise so as to create a right or claim in favor of another person by virtue of this Agreement alone.

Also, Webb County and Water Supply Corporation do not intend to benefit, much less create a claim for, persons who are not parties to this Agreement. Nothing in this Agreement alters the County's or the Water Supply Corporation's ability or rights to enter contracts apportioning or covering risks between the County or Water Supply Corporation, on the one hand, and others, such as contractors, or the County's or Water Supply Corporation's ability to procure insurance or other coverage for such risks.

d. Interpretation and Integration. A court or other authority should interpret this Agreement and fashion relief, including equitable relief, so as to maintain the routine operation of the Water Supply Corporation's tower as a water tower and of the County's radio service according to the manufacturers' designs and standards.

e. Latest Editions or Revisions. Where this Agreement refers to a statute, regulation, ordinance, industry standard, policy statement, advisory circular, Agreement, contract, or similar document, the Agreement means the latest edition or revision of the document with all amendments. A later edition or revision may revise a party's duty or performance going forward. Or a party, court, or other authority may benefit by consulting the latest edition or revision in assessing or trying to solve a problem.

f. Governing Law and Venue. Texas law will govern this Agreement and the relationship between, and claims and defenses of, the parties, except where federal law governs a specific issue (e.g., FCC regulations related to radio frequency or FAA regulations related to towers). Venue for disputes arising under this Agreement will lie in the state courts of Webb County, Texas.

g. Notice.

In addition to the parties' communications through their liaison officers, each party may notify the other under this Agreement, and will notify the other of a serious dispute or an intention to file litigation at:

If to Water Supply Corporation:

Mr. Lorenzo Mata
Board President
Mirando City Water Supply Corporation
724 N. Main

Mirando City, Texas 78369
351.586.5092

If to Webb County:

Hon. Tano E. Tijerina
Webb County Judge
1000 Houston Street
Laredo, Texas 78040

With copy to:
Webb County Sheriff's Office
Commander Federico Calderon
Jail Commander
902 Victoria Street
Laredo, Texas 78040

h. No waiver of Immunities

By signing this Agreement, no party waves any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Likewise, the parties do not create any obligations, expressed or implied, other than those set forth here.

i. Compliance with Law

Each party will observe and abide by all applicable law. If a change in, or amendment to, a law requires the parties to amend this Agreement, then the parties will reasonably cooperate to make necessary amendments.

j. Severability

This Agreement's provisions are severable. If a court or other authority determines that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is void or unenforceable or any reason, then the court or other authority will enforce the Agreement's remaining portions as if the invalid portions had never been included.

k. Assignment

A party will not assign its rights or obligations under this Agreement, in whole or in part, to another person or entity without first obtaining the other party's written consent. If a party asks the other for such consent, then the party will provide adequate information

for the other party to evaluate the request and will promptly respond to reasonable requests for additional information. A party will not unreasonably withhold consent.

1. **Amendment**

This Agreement may only be amended in writing which must be approved by each party's governing body/board of directors.

m. **Attorney's Fees**

In the event of a dispute under or related to this Agreement, each party will bear its own attorney's fees and costs, except where attorney's fees or costs are an element of damages for a breach of Section 11 or 12.

n. **No Partnership or Agency**

The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

o. **Mutual Negotiations**

This Agreement has been arrived by mutual negotiation of the parties. Accordingly, no provision shall be construed against one party or in favor of another party merely because one party or the other drafted the provision.

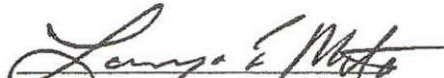
IN WITNESS THEREOF, the parties hereto have executed this Agreement.

Webb County:

Mirando City Water Supply Corporation



Hon. Tano E. Tijerina
Webb County Judge



Lorenzo Mata
President



ATTEST:

Margie Ramirez Ibarra KC

Hon. Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Fortunato G. Paredes

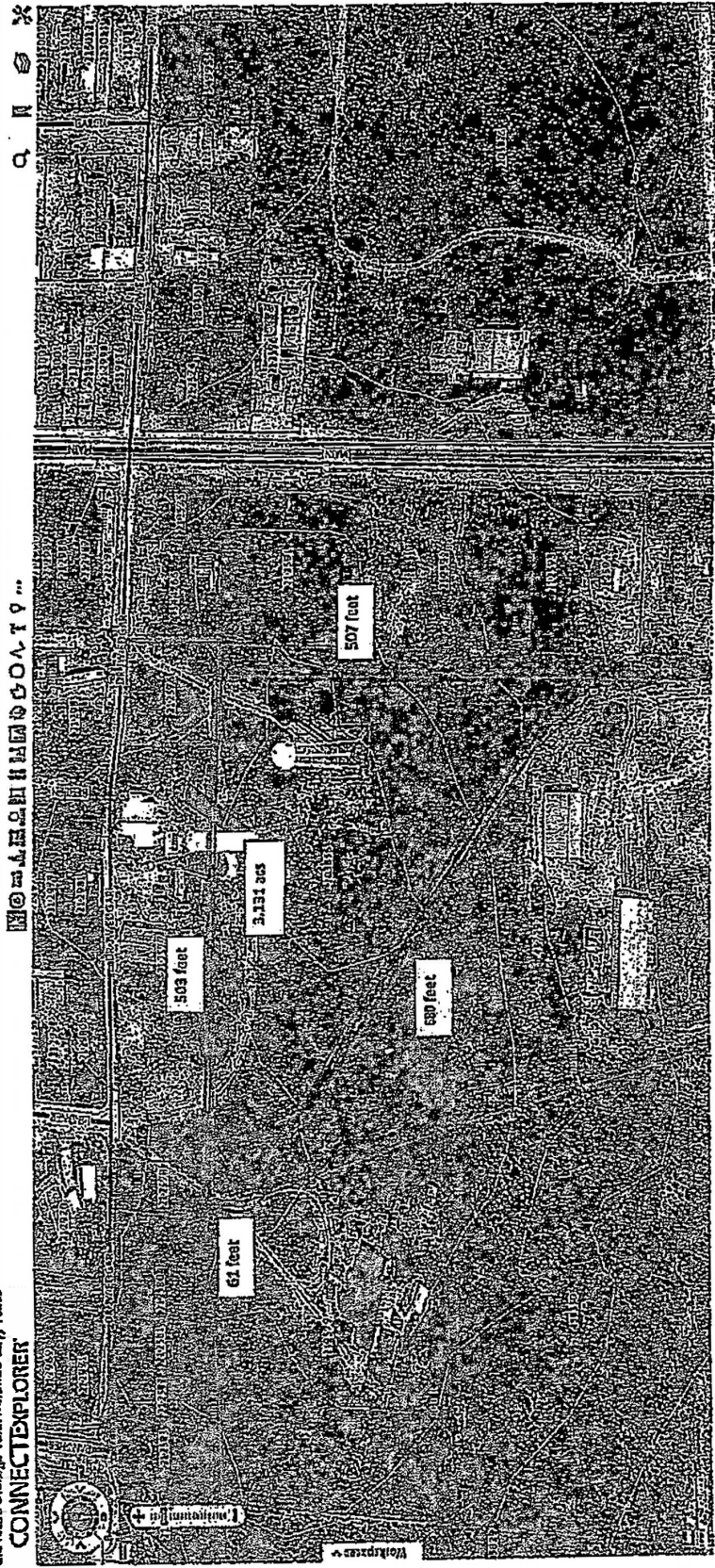
Fortunato G. Paredes
Assistant General Counsel
Webb County Civil Legal Division

*The General Counsel, Civil Legal Division's Office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval of their own respective attorney(s).

EXHIBIT "A"

Elvazou Storage Tank Mirando City, Texas
CONNECTEXPLORE

M O N I T O R I N G S O U R C E



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