



**NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT
9-1-1 EQUIPMENT DONATION AGREEMENT**

1. PARTIES.

This Agreement is made and entered into as of the date indicated below, by and between Wise County, hereinafter “Recipient”, and the North Central Texas Emergency Communications District, hereinafter “NCT9-1-1”, a Texas political subdivision with offices at 600 Six Flags Drive, Center Point Three, Arlington, Texas, 76011.

2. DONATION OF EQUIPMENT.

For and in consideration of the covenants and agreements hereinafter contained, NCT9-1-1 agrees to and does hereby donate to Recipient its property known and described as follows:

2018 Wells Cargo Box Trailer, VIN 575200F26JT3594660

Recipient, upon acceptance of the aforementioned property, agrees to operate, maintain and insure it at its sole expense for a minimum of two (2) years. If use ceases during the initial two (2) year period, the equipment shall be returned to NCT9-1-1 in the condition received less reasonable wear and tear.

3. DELIVERY OF EQUIPMENT.

The Parties will jointly determine a convenient time for possession to be transferred. Recipient is responsible for taking possession of the equipment at the place designated by NCT9-1-1.

4. PAYMENT.

No payment is required from Recipient.

5. WARRANTY.

The equipment provided by NCT9-1-1 under this agreement is provided to Recipient **AS IS** with **NO WARRANTY EXPRESSED OR IMPLIED.**

6. LIABILITY.

Recipient hereby assumes all risk, liability and expense for the presence, operation and maintenance of the equipment described herein. NCT9-1-1 shall not be liable to Recipient or any third parties for damages associated with or arising from use of the equipment.

7. USE IN EVENT OF EMERGENCY.

Recipient expressly agrees that in the event of a Telecommunicator Emergency Response Taskforce (TERT) deployment, the equipment will be made available for NCT9-1-1 use at no cost.

8. CONTRACTUAL RELATIONSHIP.

It is understood and agreed that the relationship between NCT9-1-1 and Recipient is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither Party shall be liable for any debts incurred by the other Party in the conduct of such other Party’s business or functions.



9. CHOICE OF LAW.

This Agreement shall be construed, enforced and performed in accordance with the laws of the State of Texas. Mandatory and exclusive venue shall lie in Tarrant County, Texas.

10. HOLD HARMLESS.

Recipient, for and in consideration of NCT9-1-1 performance under this Agreement, agrees to and does hereby save, hold harmless and defend NCT9-1-1 from and against any losses, liabilities, claims, judgments, demands, legal proceedings, recoveries, costs, expenses, and attorney's fees arising as a result of NCT9-1-1's performance under this Agreement.

11. WHOLE AGREEMENT.

This instrument constitutes the complete agreement between the parties. No oral or other statements shall be binding on either of the parties hereto.

I, the undersigned, hereby certify that I am an authorized representative of Recipient and that I have read, understand and will abide by the terms and conditions contained herein.

SIGNED on 12/5/2019.

Wise County

**North Central Texas
Emergency Communications District**

DocuSigned by:
J D Clark
Signature

DocuSigned by:
Michael Eastland
Signature

J D Clark
Printed Name

Executive Director

County Judge
Title