



THE STATE OF TEXAS  
COUNTY OF HOPKINS

INTERLOCAL COOPERATION LEASE AGREEMENT

This Lease Agreement is entered into by and between the entities shown below in accordance with the authority granted in the Interlocal Cooperation Act, Chapter 791, Texas Government Code and Section 11.0171(a)(1)(B) of the Texas Parks and Wildlife Code.

I. CONTRACTING PARTIES:

The Receiving Agency: Hopkins County (COUNTY)

The Performing Entity: Texas Parks and Wildlife Department (TPWD)

II. STATEMENT OF SERVICES TO BE PERFORMED:

A. Subject to the terms and conditions of this Agreement, COUNTY grants TPWD the use and occupancy of, for a term of ten (10) years, beginning April 1, 2019 and ending March 31, 2029 unless sooner terminated in accordance with the terms of this agreement, the following described Premises situated in Sulphur Springs, Hopkins County, Texas:

COUNTY is the owner of a 450 ft radio tower on the following described land located in the County of Hopkins, Texas (Lat. 33 17'02.28 N Long. 95 38'37.99 W) ("Premises")

B. COUNTY authorizes TPWD to install, operate and maintain one (1) antenna system to said radio tower and utilize COUNTY's facilities for placement of TPWD's radio equipment at the Premises. For such purposes COUNTY, to the extent that it has the right to do so, grants to TPWD the right of ingress and egress to and from said Premises.

C. TPWD shall use the Premises for its lawful purposes and for no other purpose. All operations of TPWD hereunder shall be conducted in such a manner so as not to interfere with the communication facilities serving the activities of COUNTY, and should TPWD's said activities, in the opinion of COUNTY, interfere in any manner with said communication facilities or those of another licensee now occupying said tower, TPWD shall upon written notice from COUNTY promptly repair or remove the cause of such interference. And, upon TPWD's failure or inability to do so, COUNTY may at its option terminate this Agreement, and TPWD's rights hereunder, by giving thirty (30) days written notice to TPWD, in which event TPWD shall promptly cease its operations hereunder and remove all facilities from said Premises.

D. COUNTY agrees to maintain the radio tower and equipment house, if furnished as a part of this Agreement, in properly operating condition. Cost of lighting, painting and repair to COUNTY's property shall be borne by COUNTY. If, under the terms of this Agreement, TPWD furnishes an equipment house, TPWD agrees to maintain it in satisfactory condition as to appearance and safety.

E. TPWD agrees to comply with all statutes and regulations of Federal, State, County, and other governmental agencies applicable to said property and TPWD's property installed thereon.

TPWD agrees to be bound by all applicable stipulations of the existing agreement between the COUNTY and USACE pertaining to said premises, attached to and incorporated herein.

F. Title to all radio equipment installed on the premises by TPWD shall remain with the TPWD even though permanently affixed to said Premises. Upon termination of this Agreement TPWD shall remove all radio equipment and any other property of TPWD from the Premises. Any property not removed within ninety (90) days of the termination of this Agreement shall become the property of the COUNTY.

G. Should the tower on the Premises be destroyed or damaged to such an extent that the same shall be thereby rendered unusable, then, in such event, this lease may be terminated, at the option of TPWD, by giving written notice to that effect to COUNTY, and this lease shall be deemed terminated as of the end of the calendar month during which such notice is received by COUNTY. Neither TPWD nor COUNTY shall be under no obligation to repair or reconstruct the premises or any portion thereof.

H. This Lease Agreement shall be governed by the laws of the State of Texas. Venue for all purposes related to this Lease Agreement shall be Travis County, Texas.

I. Should any provision of this Lease Agreement be declared to be invalid by a court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provision of this Lease Agreement.

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### **III. AGREEMENT AMOUNT:**

The use of radio tower space on the Premises will be provided at no cost to either party. This Agreement is not a fiscal or funds obligation document.

### **IV. TERM OF AGREEMENT; AMENDMENT:**

The term of this Agreement shall remain in full force for an initial term of ten (10) years from April 1, 2019, or upon execution whichever is later to March 31, 2029 and may be extended by similar ten (10) year periods under the same terms and conditions as the original agreement by mutual agreement between both parties. This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Any disputes arising from this agreement shall be resolved using Chapter 2260 of the Texas Government Code.

### **V. TERMINATION:**

Except as otherwise described herein, this agreement may be terminated at any time by either party by providing six (6) months prior written notice of such termination to the other party.

### **VI. KEY OFFICIALS**

All communications and notices regarding this Agreement will be directed to the following Key Official(s) for each Party:

The Key Officials specified in this Agreement are considered to be essential to ensure maximum coordination and communication between the Parties, to ensure that the terms of this Agreement are met, and to ensure that the goals of the Parties are fulfilled. Upon advance written notice, either Party may designate an alternate to act in the place of the designated Key Official.

#### **A. For the Texas Parks and Wildlife Department:**

Purchasing and Contracting  
Jennifer O'Leary  
4200 Smith School Road  
Austin, Texas 78745  
E-mail: jennifer.oleary@tpwd.texas.gov  
Telephone: 512-389-8586

Complex Superintendent  
Steve Killian  
1690 FM 3505  
Sulphur Springs, Texas 75482  
Email: steve.killian@tpwd.texas.gov  
Telephone: 903-945-5256

#### **B. For Hopkins County:**

Andy Endsley _____	Robert Newsom _____
Fire Chief/Emergency Management Coordinator _____	Hopkins County Judge _____
1286 Texas St. _____	118 Church Street, Courthouse _____
Sulphur Springs, TX 75482 _____	Sulphur Springs, Texas 75482 _____
E-mail: aendsley@hopkinscountytx.org _____	rnewsom@hopkinscountytx.org _____
Telephone: 903-439-6217 _____	903-438-4006 _____

RECEIVING AGENCY

PERFORMING AGENCY

HOPKINS COUNTY

TEXAS PARKS AND WILDLIFE DEPARTMENT

By: [Signature]

By: [Signature]

Authorized Signature

County Judge  
Title

Complex Superintendent <sup>Cooper Lake State Park</sup>  
Title

Date: March 11, 2019

Date: March 26<sup>th</sup>, 2019

Texas Parks and Wildlife

[Signature]

By: Jennifer O'Leary, CTCM, CTCD

Title: Contract Specialist

Date: 9/17/19

Andy Endsley  
Fire Chief/Emergency Management Coordinator  
1286 Texas St.  
Sulphur Springs, TX 75482  
E-mail: aendsley@hopkinscountytx.org  
Telephone: 903-439-6217

Robert Newsom  
Hopkins County Judge  
118 Church Street, Courthouse  
Sulphur Springs, Texas 75482  
rnewsom@hopkinscountytx.org  
903-438-4006

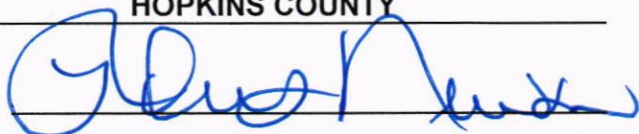
RECEIVING AGENCY

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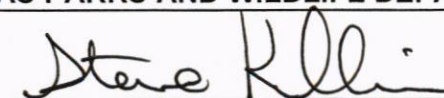
HOPKINS COUNTY

TEXAS PARKS AND WILDLIFE DEPARTMENT

By:



By:



Authorized Signature

County Judge

Title

Complex Superintendent

Title

Cooper Lake State Park

Date:

March 11, 2019

Date:

March 26<sup>th</sup>, 2019