



**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)

**I. CONTRACTING PARTIES:**

The Receiving Agency: Hopkins County (COUNTY)

The Performing Entity: North Hopkins Independent School District (NHISD)

**II. STATEMENT OF SERVICES TO BE PERFORMED:**

A. Subject to the terms and conditions of this Agreement, COUNTY grants NHISD the use and occupancy of, for a term of ten (10) years, beginning September 1, 2020 and ending October 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 NHISD to install, operate and maintain one (1) antenna system to said radio tower and utilize COUNTY's facilities for placement of NHISD's radio equipment at the Premises. For such purposes COUNTY, to the extent that it has the right to do so, grants to NHISD the right of ingress and egress to and from said Premises.

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

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

NHISD 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 NHISD shall remain with the NHISD even though permanently affixed to said Premises. Upon termination of this Agreement NHISD shall remove all radio equipment and any other property of NHISD 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 NHISD, 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 NHISD 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 Hopkins 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.

**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 September 1, 2020, 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 North Hopkins Independent School District:**

NHISD Superintendent Dr. Malcom Jolly  
1994 FM 71West  
Sulphur Springs, Texas 75482  
Email: djolly@northhopkins.net  
Telephone: 903-945-2192

**B. For Hopkins County:**