

STATE OF TEXAS
County of Hopkins

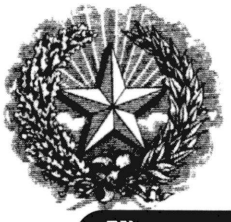


EXHIBIT
9

INTERLOCAL AGREEMENT
FOR MAINTENANCE OF WARNING SIREN ON TXDOT PROPERTY

This Interlocal Agreement ("Agreement") is entered into by and between Hopkins County, Texas ("County") and the Texas Department of Transportation ("TxDOT"), collectively referred to as the "Parties."

1. PURPOSE
The purpose of this Agreement is to establish an understanding between the County and TxDOT regarding the County's access to TxDOT property for the installation, inspection, testing, maintenance, repair, and servicing of a warning siren located on TxDOT property.

The Parties recognize the importance of maintaining the warning siren in proper working condition for the protection and safety of the surrounding community.

2. SIREN LOCATION
The warning siren covered by this Agreement is located at the TxDOT Roadside Rest Area in Cumby, Texas, at the following coordinates:

Latitude: 33.129633
Longitude: -95.815829

The County shall be permitted reasonable access to the above-described location for purposes related to the inspection, testing, maintenance, repair, and servicing of the warning siren and associated equipment.

3. COUNTY RESPONSIBILITIES
Hopkins County shall be responsible for:

1. Inspecting and maintaining the warning siren and associated equipment.
2. Performing or arranging for necessary testing, repairs, and maintenance.
3. Making reasonable efforts to ensure the warning siren remains operational and properly maintained.
4. Coordinating with TxDOT, when reasonably necessary, prior to performing maintenance or other work that may affect TxDOT property or operations.
5. Restoring any area disturbed by County maintenance activities to a reasonably safe and usable condition upon completion of the work.

4. TXDOT RESPONSIBILITIES
TxDOT shall:

1. Permit Hopkins County reasonable access to the siren location for purposes of maintenance, inspection, testing, and repair.
2. Notify the County, when reasonably possible, of any known conditions involving the TxDOT property that may affect access to or operation of the warning siren.

3. Coordinate with the County regarding any planned TxDOT activities at the rest area that may temporarily interfere with access to the warning siren.

5. ACCESS TO PROPERTY

The County shall coordinate its access to the TxDOT property in a manner that minimizes interference with TxDOT operations and the traveling public.

Except in the event of an emergency, the County shall make reasonable efforts to coordinate planned maintenance activities with the appropriate TxDOT representative.

In the event of an emergency or situation requiring immediate attention to the warning siren, the County may access the property as reasonably necessary to address the issue and shall notify TxDOT as soon as reasonably practicable.

6. COSTS

Unless otherwise agreed to in writing, each Party shall be responsible for its own costs and expenses associated with its responsibilities under this Agreement.

Hopkins County shall be responsible for the costs associated with the maintenance, repair, testing, and operation of the warning siren unless otherwise agreed upon in writing by the Parties.

7. DAMAGE TO PROPERTY

Hopkins County shall exercise reasonable care when accessing and performing maintenance activities on TxDOT property. The County shall be responsible for repairing damage to TxDOT property directly caused by the County's negligent acts or omissions in the performance of work under this Agreement.

8. TERM AND TERMINATION

This Agreement shall become effective upon execution by both Parties and shall remain in effect until terminated by either Party.

Either Party may terminate this Agreement by providing thirty (30) days written notice to the other Party.

Termination of this Agreement shall not relieve either Party of obligations or responsibilities incurred prior to the effective date of termination.

9. NO TRANSFER OF PROPERTY RIGHTS

Nothing in this Agreement shall be construed as granting Hopkins County any ownership interest, easement, leasehold interest, or other permanent property interest in the TxDOT property.

The County's access to the property is limited to the purposes stated in this Agreement.

10. INDEPENDENT PARTIES

The Parties acknowledge that Hopkins County and TxDOT are separate governmental entities. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

Each Party shall remain responsible for the acts and omissions of its own employees, agents, and representatives.

11. MODIFICATION

This Agreement may be modified or amended only by a written document signed by authorized representatives of both Parties.

12. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties concerning the subject matter addressed herein and supersedes any prior verbal or written understandings concerning the County's maintenance of the warning siren located at the property identified in this Agreement.

13. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

14. AUTHORITY
Each person signing this Agreement represents and warrants that he or she has the authority to execute this Agreement on behalf of the respective Party.

IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement as of the dates set forth below.

HOPKINS COUNTY, TEXAS

By: _____
Robert Newsom, County Judge

Date: 8-25-26

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Jesse Herrera

Title: Area Engineer

Date: 8-13-26