

**INTERLOCAL AGREEMENT BETWEEN
THE TEXAS PARKS AND WILDLIFE DEPARTMENT &
COUNTY OF BURNET**

This Interlocal Agreement ("Agreement") is made and entered into by and between Texas Parks and Wildlife Department, an agency of the State of Texas ("TPWD"), and County of Burnet ("County"), collectively referred to as the "Parties."

RECITALS:

WHEREAS, the County of Burnet owns and operates a 206-foot radio tower ("Tower") located at Hwy 281 North of Burnet, Burnet County, Texas (Longitude 98-14-14.04W Latitude 30-48-36.48N NAO 83); and

WHEREAS, TPWD desires to utilize space on the Tower and the Burnet County agrees to provide the space to TPWD; and

WHEREAS, Chapter 791, Texas Government Code authorizes agreements between agencies and entities of the state and local entities related to governmental functions,

NOW, THEREFORE, in consideration of all of the foregoing, the parties hereby agree as follows:

I. Purpose

The purpose of this Agreement is to specify the terms and conditions under which TPWD may use the County's Tower.

II. Responsibilities of the Parties

- A. The County agrees to allow TPWD to operate and maintain one (1) stand-alone radio and antenna on the VHF Conventional System and utilize County's Tower for placement of TPWD's radio equipment at Burnet, Texas, according to the terms set forth in this Section. TPWD staff will be provided access to the Tower at all times.
- B. In exchange for the use of the Tower, TPWD agrees to pay the County the sum of \$200.00 (two hundred dollars) annually. Payments will be made in advance on or before January 1st each year.
- C. TPWD shall use the Tower for its lawful purpose and for no other purpose. TPWD personnel shall observe Tower rules and all applicable federal, state and local laws at all times applicable to the Tower and TPWD's property installed thereon. 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 the County, and should TPWD's said activities, in the opinion of the County, interfere in any manner with said communication facilities or those of another licensee now occupying said Tower, TPWD shall upon written notice from the County, promptly eliminate the interference or remove the cause of such interference. And, upon TPWD's failure or inability to do so, the County may at their 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 operation hereunder and remove all equipment/facilities from said Tower.

- D. In the event of interference with the Regional Trunked Radio System and notification by the County, TPWD agrees to eliminate the interference or remove their equipment immediately or the County may terminate this Agreement with or without cause.
- E. Title to all radio equipment installed on the Tower by TPWD shall remain with TPWD even though permanently affixed to said Tower. Upon termination of the Agreement, TPWD shall remove all radio equipment and any other property of TPWD from the Tower.
- F. Should the Tower be destroyed or damaged to such an extent that the same shall be thereby rendered unusable, then, in such event, this Agreement may be terminated, at the option of TPWD, by giving written notice to that effect to the County, and the Agreement shall be deemed terminated as of the end of the calendar month during which such notice is received by the County. The County shall be under no obligation to repair or reconstruct the premises or any portion thereof.
- G. The County shall not be responsible for any damage due to vandalism, burglary, collision, or any other act committed by a third party or any natural disaster or occurrence, to any property owned by TPWD.
- H. To the extent permitted by law and without waiving sovereign immunity, each Party is responsible for any and all liabilities and costs that arise as a result of the actions of their respective employees.

III. Term, Termination

- A. This Agreement shall remain in full force for an initial term of five (5) years beginning January 1, 2026, or from date of last signature, whichever is later. The Agreement may be renewed an additional five (5) year term provided both parties agree in writing prior to agreement expiration. Renewal shall be in accordance with the original terms and conditions plus any changes made by mutual parties' written agreement.
- B. Amendments to this Agreement may be proposed by any party and shall become effective upon approval by all parties in writing.
- C. This Agreement may be terminated upon convenience and without penalty by

either party upon at least 30 days written notice to the other party.

IV. Special Provisions

- A. Funding. Any endeavor involving reimbursement or contribution of funds between parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures. Any expenditure of resources must be from current revenues available to the paying party. This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature or otherwise made available to TPWD.
- B. Modification. This Agreement may not be altered, amended, or modified except in writing and approved by the parties. The Agreement may not be assigned by TPWD without express written agreement of the County.
- C. No partnerships. This Agreement shall not make or be deemed to make any party to this Agreement an agency for or the partner of any other party.
- D. Dispute Resolution. Any disputes arising from this Agreement shall be resolved using Chapter 2260 of the Texas Government Code, if applicable.
- E. Attorney's Fees. If any action at law or equity including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each party to the litigation shall bear its own attorneys' fees and costs.
- F. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the matters covered by this Agreement, and no other Agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.
- G. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.
- H. Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Lessor certifies that it is not (1) the executive head of TPWD, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of TPWD, or (3) a person who employs a current or former executive head of TPWD.
- I. Open Meetings. Lessor represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special, or called meeting of a governmental body to be open to the public, except as otherwise provided by law.
- J. Reporting Suspected Fraud and Unlawful Conduct. Lessor represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires suspected fraud and unlawful conduct be reported to the State Auditor's Office.

- K. Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion. Lessor certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that the Lessor is in compliance with the State of Texas statutes and rules relating to procurement and that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- L. Other Law. The Parties will comply with all federal, state, and local laws and regulations, including laws governing labor, equal opportunity, safety, and environmental protection in acting under this Agreement
- M. Contacts. Principal contacts for the parties are as provided in this section. Notices or requests for assistance under this Agreement shall be in writing, and may be given by hand delivery, U.S. mail, email or fax sent to the parties at the contract addresses designated herein. Notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing. The address of the parties for all purposes shall be:

Texas Parks and Wildlife Department:

TPWD Leasing
4200 Smith School Road
Austin, Texas 78744
Phone: 512-389-4578
Email: TPWDLeasing@tpwd.texas.gov

County Of Burnet:

Bryan Wilson
County Judge
220 South Pierce
Burnet, Texas 78611
Phone: 512-756-5400
Email: countyjudge@burnetcountytexas.org

WHEREFORE, Tower considered, this Interlocal Agreement is executed to be effective January 1, 2026, or the date of the last party to sign, whichever is later.

COUNTY OF BURNET

By: _____
Bryan Wilson
Burnet County Judge

Date: _____

TPWD Contract #: _____

TEXAS PARKS AND WILDLIFE DEPARTMENT

By: _____
Amber Davis, CTCD, CTCM
Contract Specialist

Date: _____