

**INTERLOCAL COOPERATION LICENSE AGREEMENT**

This License 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: Nueces County

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

**II. PREMISES**

License Agreement is for one (1) Base Radio with feed line and antenna, including any wires, generator(s), equipment, etc. necessary to carry out TPWD's operation of the radio tower ("Tower Equipment") on **Nueces County Courthouse** premises located at Nueces County, Texas as designated by Nueces County, Latitude: **27° 47' 46" N** Longitude: **97° 23' 59" W** together with access thereto ("Premises"). The Tower Equipment will be installed and maintained by and at the expense of TPWD. TPWD shall have no right, title or interest in the Premises except for non-exclusive use thereof as expressly set forth in this License Agreement.

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

A. Nueces County authorizes TPWD to install, operate and maintain antenna system to said radio tower and utilize Nueces County facilities for placement of TPWD's radio equipment at the Premises. For such purposes Nueces 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. TPWD shall have access only to its own equipment and under no circumstances will TPWD gain access to other equipment located at the Premises or allow anyone else access to equipment other than its own. TPWD will provide Nueces County in writing the identity of the service company or individual who is authorized to have access to its equipment for maintenance and only those so named will be required to be admitted. Access may be limited to reasonable conditions as may be required by County relevant to County operational and security concerns.

B. 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 Nueces County and should TPWD's said activities, in the opinion of Nueces County, interfere in any manner with said communication facilities or those of another licensee now occupying said tower, TPWD shall upon written notice from Nueces County promptly repair or remove the cause of such interference. If TPWD has not taken corrective measures within three (3) business days after TPWD has been notified that its equipment is causing objectionable interference, then Nueces County may, in addition to its other rights or remedies, at its discretion: (1) disconnect power to TPWD's equipment and/or (2) take corrective action and charge TPWD for reasonable costs of labor and materials necessary to eliminate such interference and/or spurious radiation. If such objectionable interference or spurious radiation cannot be reduced to levels reasonably acceptable to Nueces County, Nueces County may elect to terminate this License Agreement by giving TPWD written notice. Nueces County or its designated representatives shall have the sole right initially and during the term of

this License Agreement, to (a) determine the location of the equipment on the Premises, and (b) require TPWD to take whatever action is necessary to eliminate objectionable interference by TPWD's equipment with devices approved by Nueces County to minimize spurious radiation.

- C. It is expressly agreed by TPWD that: (1) while using the Premises, TPWD shall be responsible for proper operation and compliance with Federal Communication Commission ("FCC") rules; (2) TPWD hereby consents to the execution of agreement between Nueces County and other parties eligible to share the Premises, whereby such parties may utilize and share said Premises with TPWD; and (3) TPWD represents that it has independently ascertained that the Premises is adequate and proper for TPWD's intended use and has entered into this License Agreement based solely upon said independent investigation, and not by any representation by Nueces County.
- D. Nothing contained in this License Agreement shall be deemed to entitle TPWD to the exclusive possession of any vertical span of space on the Premises, it being the intention of the parties that the vertical span of space may be used by others at the direction of the Nueces County provided no objectionable interference is caused to TPWD's radio transmission activity. It is understood and agreed that Nueces County intends to and shall have the right to accommodate other transmitters and/or receivers at the Premises, and in that connection it is understood and agreed that Nueces County shall have the right at any time during the term of this License Agreement to locate the antenna or other equipment of other users within the same vertical space on the Premises as TPWD may occupy, including the right to require the multiplexing or the transmission of other user(s) provided no objectionable interference is caused to TPWD's transmission activities thereby and, provided, further, that TPWD is not put to any cost in connection therewith.

For purposes of this License Agreement objectionable interference shall be deemed to exist if: (1) a determination to that effect is made by an authorized representative of the FCC, or (2) a condition exists which constitutes interference within the meaning of the provisions of the Rules and Regulations of the FCC at the time in effect, or (3) there is a material impairment of sound, picture, data or other transmission in any material portion of the protected service area of such activity as such area is or may be defined by the FCC at any hour during the period of operation of such activity, as compared with that which would be obtained if no other users were transmitting from the Premises or had any equipment at the Premises, or (4) a user is prevented from using or having access to its equipment at reasonable and usual times to an extent to which interferes to a material degree with the operation and maintenance thereof, it being understood that a reasonable temporary interference which does not materially interfere with the operation or maintenance of said equipment and which is occasioned by the installation of the new equipment by another user or by repairs to or maintenance of existing equipment of another user shall not be considered objectionable interference.

- E. If appropriate to maintain safe or efficient operation of the Premises, TPWD shall be required to participate in any transmitter and receiver combination and multi-coupling systems operating from one or more antennas installed by Nueces County.
- F. TPWD shall install only the Tower Equipment, (including antenna and transmission line) which has been approved by Nueces County. All costs (including repair of damages caused thereby to TPWD's equipment) will be the responsibility of the TPWD. TPWD will not increase the size of its Tower Equipment or alter the wind load or structural impact of its equipment upon the Courthouse structure without the prior written consent of Nueces County. TPWD cannot install any additional equipment until the parties execute an amendment to this License Agreement, authorizing the additional equipment.

TPWD shall properly ground all antenna equipment at the uppermost location of its equipment on the tower and properly ground its coaxial cable at the base of the tower, or at locations identified by the Nueces County. Nueces County retains the right to paint all coaxial cables attached to the tower, including TPWD's coaxial cable, as necessary, in order to prevent "black leg".

In the event County needs to perform any type of construction or maintenance to Nueces County Courthouse and in their sole discretion Tower Equipment needs to be removed for this purpose TPWD agrees to temporarily remove Tower Equipment. TPWD agrees to reduce or shut down the power of its transmitter if necessary, at a coordinated time so that such installation, repair or maintenance may take place. In the alternative, Tower Equipment may be temporarily re-located upon mutual consent of the parties. Nueces County agrees to provide thirty (30) days notice if Tower Equipment will need to be removed or relocated under this paragraph.

- G. TPWD will limit use of Tower Equipment to execution of its official duties. 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.
- H. TPWD agrees to comply with all statutes and regulations of Federal, State, Nueces County, and other governmental agencies applicable to said property and TPWD's property installed thereon. TPWD thereby represents that TPWD has obtained the necessary licenses or permits to use the Premises.
- I. TPWD agrees to be bound by all applicable stipulations of the existing agreement between the Nueces and USACE pertaining to said premises, attached to and incorporated herein.
- J. 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 license may be terminated, at the option of TPWD, by giving written notice to that effect to Nueces, and this license shall be deemed terminated as of the end of the calendar month during which such notice is received by Nueces County. Neither TPWD nor Nueces County shall be under any obligation to repair or reconstruct the premises or any portion thereof; TPWD shall remove all installed equipment. Without limiting the foregoing, Nueces County shall not, under any circumstances, be responsible for any losses or damages to TPWD's Tower Equipment or loss of service from TPWD's Tower Equipment as a result of fire, theft, vandalism, lightning, loss of AC power by servicing utility, loss of accessibility, power line surges, ground faults, excessive voltage, shut down of Premises for necessary repairs or normal maintenance work, and any other causes.
- K. Title to all radio equipment installed on the premises by TPWD shall remain with 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 at TPWD sole risk and expense. Any property not removed within ninety (30) days of the termination of this Agreement shall become the property of Nueces County. TPWD shall be released from all liability related to equipment that becomes the property of Nueces County.
- L. By executed written amendment between TPWD and Nueces County, this license may be assigned to a different local or state government entity. All rights and responsibilities under the original contract shall be transferred from TPWD to assigned government entity. If contract assigned to new party, TPWD shall be released from all liability related to equipment and contract terms.
- M. 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.
- N. The Nueces County will pay for all electricity use metered and billed to the Facility.
- O. TPWD is hereby notified and understands that the Premises will not provide communications 100% of the time and it will, by its very nature, fail and require maintenance from time to time without notice. Such facts have been taken into consideration by TPWD prior to the execution of this License Agreement, and such failures shall not constitute nonperformance or negligence on the part of the Nueces County. The Nueces County is not liable or responsible for interruptions or termination of

service caused by strikes, lockouts, governmental acts, acts of God or other conditions beyond its control. Any such interruption or termination of service shall not be considered as a breach of this License Agreement by Nueces County. The TPWD at its own expense shall be totally responsible for any and all maintenance of its equipment due to lightning, power line surges, ground faults, excessive voltage, or any other causes beyond the control of Nueces County.

Nueces County makes no representations concerning the distance at which useable radio signals may be transmitted and received from the Premises or location thereof. TPWD is hereby notified that the Premises is subject to degradation of performance from, but not limited to, natural and man-made phenomena such as so-called "skip" interference, power line, and ignition noise, inter-modulation, co-channel interference, and interference from users of the same or other radio frequencies.

- P. This License Agreement shall be governed by the laws of the State of Texas. Venue for all purposes related to this License Agreement shall be Nueces County, Texas.
- Q. Should any provision of this License 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 License Agreement.
- R. 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.
- S. 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.
- T. 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.
- U. 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.

### III. AGREEMENT AMOUNT:

The use of radio tower space on the Premises will be at no cost.

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.

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

The term of this Agreement shall remain in full force for an initial term of two (2) years beginning June 1, 2021, or upon execution, whichever is later, through May 31, 2023. This Agreement may be extended by two (2) additional two (2) year terms 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 thirty (30) day 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  
Jessica Salinas, CTCD, CTCM  
Contract Specialist  
4200 Smith School Road  
Austin, Texas 78745  
E-mail: jessica.salinas@tpwd.texas.gov  
Phone: 512-389-8586

**B. For Nueces County Courthouse:**

Judge Barbara Canales  
Nueces County Judge  
901 Leopard St  
Corpus Christi, Texas 78401  
Email: tyner.little@nuecesco.com  
Phone: 361-888-0444

RECEIVING AGENCY

PERFORMING AGENCY

**Nueces County Courthouse**

**TEXAS PARKS AND WILDLIFE DEPARTMENT**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Jessica Salinas, CTCD, CTCM

**Nueces County Judge**

**Contract Specialist**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:  
  
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