

#15,216

FILED FOR RECORD
at 12:35 o'clock P.M.
AUG 14 2018
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: *J. Lindenzweig*

INTERGOVERNMENTAL AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made as of the ¹⁴14th day of August, 2018 (the "Effective Date"), by and between The City of Quinlan, Texas, having a mailing address of PO Box 2740, Quinlan, Texas 75474 (the "Lessor") and the Hunt County Sheriff's Office, having an address of 2801 Stuart Street, Greenville, Texas 75401 (the "Lessee").

WHEREAS, Lessor is the owner of a parcel of land located at 1117 East Quinlan Parkway, Quinlan, Texas 75474 (the "Property") which has a Water Tower (the "Structure") located thereon (the Property and the Structure are, collectively, the "Site"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **LEASE.** Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the exclusive right to install, maintain and operate data communications equipment (the "Equipment"), as more particularly described in Exhibit B attached hereto and incorporated herein by this reference, for the transmission and reception of radio communication signals for the purpose of providing communications between public safety departments.
2. **TERM.** The term of this Agreement shall begin on the Effective Date indicated above and shall continue for five (5) years (the "Initial Term"). This Agreement shall automatically renew for two (2) additional terms of five (5) years (each an "Extended Term"), unless Lessee notifies Lessor in writing of its intention not to renew this Agreement at least ninety (90) days prior to the end of the then existing term. The Initial Term and any Extended Term are collectively referred to herein as the "Term."
3. **PAYMENTS.** In consideration for Lessee's use of the Site, Lessee will pay to Lessor an annual lease payment of **one dollar (\$1.00)** (the "Annual Payment"), such payments to be made on or before January 1st of each year.
4. **ACCESS TO SITE.** Lessor agrees that Lessee shall have 24/7 access to the Site for the purpose of installing and maintaining the Equipment, along with all related utility wires, cables and conduits. Lessor shall furnish Lessee with necessary means of access for the purpose of ingress and egress to the Site. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of Lessee or such authorized persons may enter the Site. Lessee shall notify Lessor prior to accessing the site by contacting the Lessor at one of the numbers on the contact list.

Lessor Contact List:
Bobby Clay
903-356-3306

5. MAINTENANCE.

- 5.1 Lessee shall, at its sole cost, maintain and repair the Equipment along with Lessee's related improvements, antennas, equipment or other property approved by Lessor, in good working condition. At such times that Lessor becomes aware of required maintenance or repairs to be performed by Lessee, Lessee will complete such repair and maintenance within a reasonable period after receipt of notice thereof from Lessor except in the event of an emergency or when the communication system is not working correctly whereupon the repair and maintenance shall be completed immediately upon Lessee becoming aware of such need for maintenance and repair, subject to Section 4 hereof.
- 5.2 Lessor reserves the right to perform maintenance on the Structure, both structural and cosmetic (paint), at whatever intervals as may be required to assure the integrity and longevity of the Structure. If maintenance work is required, Lessor agrees to provide Lessee with reasonable notice of not less than sixty (60) days prior to commencing such work to allow Lessee to remove any and all of Lessee's Equipment as may be necessary provided Lessor makes best efforts to provide Lessee with sufficient notification of the intended work and the opportunity, at Lessee's cost and expense, to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Equipment generally, to protect them from damage and allow Lessee to continue to operate. Further, any maintenance will be conducted by Lessor as diligently and expeditiously as possible. However, subject to the above, Lessor will not be responsible for system outages of up to thirty (30) days resulting from Lessor's need for unusually extensive maintenance and any inability of Lessor to accommodate a relocation of Lessee's Equipment to keep them operational.

6. TRANSFER OF INTEREST/ASSIGNMENT.

- 6.1. This Agreement does not prevent sale or exchange of the Property by the Lessor. However, any transferee of Lessor's interest in the Property takes such interest subject to this Agreement.
- 6.2. So long as the Lessee is not in default in the performance of any of the terms, covenants or conditions of the lease on the Lessee's part to be performed, the Lessee's possession of the leased premises and the Lessee's rights and privileges under this Agreement, or any extensions or renewals thereof, which may be effected in accordance with any option therefore in this Agreement, shall not be diminished or interfered with by any subsequent mortgagee, lender or acquiring party and the Lessee's occupancy of the Site shall not be disturbed by any subsequent mortgagee, lender or acquiring party for any reason whatsoever during the Term or any Extended Term.
- 6.3. Provided (i) Lessee complies with this Agreement, (ii) Lessee is not in default under the terms of the Agreement and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Agreement, and (iii) the Agreement is in full force and effect, any default under any subsequent mortgage, loan or purchase agreement and any proceeding to foreclose the same will not disturb

Lessee's possession under the Agreement and the Agreement will not be affected or cut off thereby.

7. TERMINATION. In addition to other rights to terminate this Agreement:

- 7.1. If a party hereto is in default of any provision of this Agreement and has failed to cure such default in accordance with Section 8 herein, the non-defaulting party may terminate this Agreement upon notice to the defaulting party.
- 7.2. Notwithstanding anything contained herein to the contrary, Lessee may terminate this Agreement upon ninety (90) days written notice to the Lessor if Lessee reasonably determines that the Site is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.
- 7.3. Upon termination of this Agreement for any reason, Lessee will remove its Equipment within ninety (90) days and restore the Site to its original condition, notwithstanding reasonable wear and tear.
- 7.4. Lessor may terminate this Agreement in the event of an overriding public need or a determination of the governing body of Lessor that such termination is necessary to preserve the public health, safety or welfare, as determined by the Lessor in its reasonable discretion, by sixty (60) day advance written notice to Lessee.

8. DEFAULT.

- 8.1. In the event there is a default by the Lessee with respect to any of the provisions of this Agreement or its obligations under it, Lessor shall give Lessee written notice of such default. After receipt of such written notice, Lessee shall have thirty (30) days to cure any such default. In the event that the nature of the cure requires more than thirty (30) days, the Lessor will not hold this Agreement in default so long as the work required is being done continuously and diligently. Lessor may not maintain any action or affect any remedies for default against Lessee unless and until Lessee has failed to cure the same with the time periods provided in this paragraph.
- 8.2. In the event there is a default by the Lessor with respect to any of the provisions of this Agreement or its obligations under it, Lessee shall give Lessor written notice of such default. After receipt of such written notice, Lessor shall have thirty (30) days to cure any such default. In the event that the nature of the cure requires more than thirty (30) days, the Lessee will not hold this Agreement in default so long as the work required is being done continuously and diligently. Lessee may not maintain any action or affect any remedies for default against Lessor unless and until Lessor has failed to cure the same with the time periods provided in this paragraph.

9. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier's regular business delivery service and provided further that it guarantees delivery to the address by the end of the next business day following the courier's receipt from the sender, addressed as follows or any other address that the Party to be notified may have designated to be sender by like notice:

LESSOR: City of Quinlan, Texas
PO Box 2740
Quinlan, Texas 75474
Attn: City Administrator

LESSEE: The Hunt County Sheriff's Office
2801 Stuart Street
Greenville, Texas 75401

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

10. DUTIES OF LESSEE. Lessee agrees:

10.1. To construct, improve, maintain, upgrade, add and/or repair the Equipment, at its sole expense. Any additions or modifications to the Equipment shall require written consent from Lessor prior to installation. Prior to Lessee adding and modifying equipment, Lessee shall provide Lessor with plans detailing the equipment type and location on the tank for Lessor review and approval.

10.2. To maintain that portion of the Site where the Equipment is located in as good condition as reasonable use will permit.

10.3. To manage and operate the Equipment in a reasonable manner and conduct all its activities on the Site in compliance with all applicable laws.

10.4. To keep the Site free of mechanics and materialmen's liens.

10.5. To have installed radio equipment of the type and frequency, which will not cause measurable interference to the equipment of the Lessor, or if applicable, other lessees of the Site. In the event Lessee's equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee will take all steps necessary to correct and eliminate the interference.

11. DUTIES OF LESSOR. Lessor agrees:

11.1. To permit Lessee or its agents, representatives, or employees to enter the Property at any time (i.e., full time access 24/7 365 days) to install, repair, upgrade, operate, inspect, alter, and maintain the Equipment, subject to Section 4 hereof.

11.2. To allow installation of an electrical meter accessible to the Equipment.

11.3. To not use or permit the use of the Property in a manner which unreasonably interferes with the operations of the Lessee, subject to the other provisions hereof. Permitting any use which Lessee does find to interfere with Lessee's operations will constitute a breach of this Agreement.

11.4. To be responsible for the payment of utility costs related to the data communications equipment.

12. REGULATORY COMPLIANCE.

12.1. Lessor hereby certifies that Lessor's Structure is in full compliance with any and all applicable Federal Communications Commission ("FCC") antenna registration, Federal Aviation Administration ("FAA"), or painting and lighting or similar requirements. To the extent allowed by law, Lessor agrees to indemnify, hold harmless, and defend Lessee from and against any loss, damage, liability of cost (including, but not limited to, any government imposed fines, forfeitures or similar assessments) resulting from Lessor's failure to adhere to the relevant FCC and/or FAA rules, regulations and implementing precedent regarding painting, lighting, fencing, registration or similar requirements for towers, poles, or other communications structures.

12.2. To the extent allowed by law, Lessor agrees to indemnify, hold harmless, and defend Lessee from and against any loss, damage, or other liability (including, but not limited to, any court judgment, government-imposed fines and/or forfeitures or similar assessments) resulting from Lessor's failure to adhere to the relevant law, rule, or regulation.

13. MISCELLANEOUS.

13.1. Ownership of Property - Lessor warrants that it is either the owner of the Property or trustee of the Property with due authority to enter into this Agreement. Anything less than this is a breach of contract and will be subject to the provisions and terms set forth herein.

13.2. Force Majeure - Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason related to or arising out of any occurrence outside of the reasonable control of the affected party, including without limitation any act of nature, war, terrorism, civil disorder, government regulation or order, or other circumstance beyond such party's control that makes it inadvisable, illegal or impossible to perform its obligations under this Agreement.

13.3. Governing Law - This Agreement and the performance thereof shall be governed, interpreted, and regulated by the laws of the State of Texas, without regard to its conflict of law provisions. Venue for any action arising under this Agreement shall lie in the state courts or federal courts for Hunt County, Texas.

13.4. Waivers - Any waiver of any provision of, or right included in, this Agreement must be in writing and signed by the party whose rights are being waived. The failure of either

party to enforce or seek enforcement of the terms of this Agreement following any default or breach shall not be construed as a waiver of such right.

13.5. Modifications - No change, amendment or modification of any provision of this Agreement shall be valid or binding on either party unless set forth in a written instrument signed by authorized representatives of both parties.

13.6. Severability - The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement; and, if any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

13.7. Relationship. The parties act as independent contractors, and do not intend to create a joint venture, partnership or any agency relationship between themselves or their respective successors in interest.

13.8. Survivability - The provisions of this Agreement that, by their sense and context, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Agreement.

13.9. Entire Agreement - This Agreement shall constitute the entire agreement between the parties and supersedes all prior oral or written communications or agreements of the parties with respect to the matters contained herein.

13.10. Counterparts - This Agreement may be executed in counterparts (including by facsimile or authenticated electronic transmission), each of which shall be deemed an original and all of which together shall constitute one and the same document.

13.11. Approval - All provisions and terms are subject to final approval of appropriate officers of Lessee. Once approved and signed the terms and provisions of this Agreement are to be held in full force and effect.

[Rest of Page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the latest dated signature below and acknowledge that they have read, understand, and agree to uphold the terms and provisions above.

Lessee:

The Hunt County Sheriff's Office

By: 

Name: Jerry L. Horn

Title: County Sheriff

Date: 8-14-2018

Lessor:

City of Quinlan, Texas

By: Jacky Goleman, Mayor

Name: Jacky Goleman

Title: Mayor

Date: 8/13/18

Exhibit A
"PROPERTY"

City of Quinlan Water Tower
1117 East Quinlan Parkway, Quinlan, Texas 75474

By: Jacky [unclear]
Name: [unclear]
Title: Mayor
Date: 8/14/18

[Signature]
Name: [unclear]
Title: [unclear]
Date: 8/14/18

**Exhibit B
"Equipment"**

Final Equipment Loading:

- Repeater which goes inside the base of the water tower
- Coax
- Antennae which mounts on top of the water tower
- Cabinet with the dimensions of 60.5" tall X 22.5" wide X 19.5" deep

Note: Equipment shall be installed in locations that do not interfere with ladder access and minimize the visual impact to the water tank logo.

#15,216

FILED FOR RECORD
at 12:35 o'clock P.M.

AUG 14 2018

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lindenzweig*

RESOLUTION NO. 2018-08-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUINLAN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF QUINLAN AND THE HUNT COUNTY SHERIFF'S OFFICE FOR THE CONSTRUCTION AND MAINTENANCE OF A COMMUNICATION ANTENNA AND REPEATER EQUIPMENT AT THE CITY'S WATER TOWER LOCATED ON EAST QUINLAN PARKWAY.

WHEREAS, the Hunt County Sheriff's Office provides law enforcement services in the area surrounding the City of Quinlan; and

WHEREAS, the City Council of the City of Quinlan has determined that those law enforcement services are necessary for safety and welfare and the quality of life for the Citizens of Quinlan; and

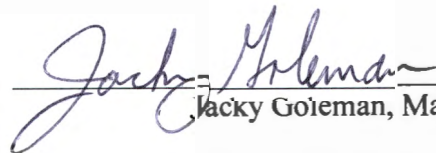
WHEREAS, the City Council of the City of Quinlan has previously entered into an existing agreement with the Hunt County Sheriff's Office for the installation of communication equipment on one of the City's water towers, and both parties desire to move that equipment to the tower located on East Quinlan Parkway; and

WHEREAS, the City Council of the City of Quinlan has determined that entering into an Agreement with the Hunt County Sheriff's Office for the installation of communication equipment on the City's water tower is in the interest of the Citizens of Quinlan;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUINLAN, TEXAS:

- 1) **THAT** the City of Quinlan hereby authorizes the Mayor to execute an agreement with the Hunt County Sheriff's Office, allowing for the installation, and maintenance of communication equipment on the City's water tower located on East Quinlan Parkway.

PASSED AND APPROVED in a meeting of the City Council of the City of Quinlan, Texas, held on the 13th day of August, 2018.



Jacky Goleman, Mayor

ATTEST:



Laura Kennemer, City Secretary