

**INTERAGENCY COMMUNICATIONS SITE LEASE AGREEMENT  
BETWEEN TEXAS DEPARTMENT OF PUBLIC SAFETY  
AND Brown County**

This Communications Site Lease Agreement ("Agreement") is entered into by and between the Texas Department of Public Safety ("TXDPS" or "Lessor") having an address at 5805 North Lamar Boulevard, Austin, Texas 78752 and Brown County ("Lessee") having an address at 200 South Broadway, Brownwood, Texas 76801. Lessor and Lessee are collectively called "the Parties."

This Agreement is entered into pursuant to the authority granted and in compliance with the provisions of Texas Government Code, Chapter 411, and Texas Government Code, Chapter 771, the Interagency Cooperation Act.

In consideration of the mutual promises, conditions, covenants, and considerations passing between the Parties hereto, it is understood and agreed by and between the Parties to this Agreement as follows:

1. **TOWER:** This Agreement is for the lease of tower and shelter space, including any wires, equipment, etc., on the TXDPS tower necessary to carry out Lessee's operation of equipment as listed in Exhibit A ("Tower Equipment") on the TXDPS Brownwood Tower ("Tower") located in Brown County, Texas, Latitude: 31°55'12.0" North, Longitude: 98°53'59" West, together with access thereto ("Site"). The Tower Equipment will be installed and maintained by and at the expense of Lessee.
2. **TERMS:** The term of this Agreement will begin on the date signed by the last of the Parties to this Agreement and terminates on August 31, 2023.
3. **OPTION TO RENEW:** This Agreement may be renewed up to two (2) times for periods up to one (1) years each under these same terms and conditions through a written amendment to this Agreement which is executed by the Parties.
4. **PUBLIC BENEFIT:** Lessee shall provide communications assistance during a disaster, emergency, or law enforcement purpose upon Lessor's request.
5. **CONSIDERATION:** In the interest of state and local law enforcement cooperation, Lessor shall provide Lessee with access to and use of this Tower at no charge to Lessee.
6. **TITLE:** Lessee shall have no right, title, or interest in this Tower or Site except the non-exclusive use thereof as expressly set forth in this Agreement. Lessee shall retain ownership of and title to all equipment and structures installed by Lessee on this Tower, even though such equipment and structures may be permanently affixed to the property.
7. **ELECTRICITY:** Lessor shall provide electricity at this Site for the benefit of Lessee. Lessee will have the right to use the existing emergency stand-by generator(s) at this Tower if available; however, Lessor makes no representations or warranties as to the fitness of such generator(s) for Lessee's requirements.
8. **PERMITS, LICENSES, AND REGULATIONS:** Lessee shall abide by all federal, state, and local rules and regulations pertaining to the operation of Lessee's equipment, including without limitations those pertaining to the installation, maintenance, height, location, use, operation, and removal of its equipment, antenna systems, and other alterations or improvements authorized herein. Lessee hereby represents that Lessee has obtained the necessary licenses and permits required to use said Tower, or that Lessee shall obtain said licenses or permits, at Lessee's own expense, prior to any such use. Lessor shall provide Lessee a copy of the Antenna Structure Registration, if any, as provided to the Lessor by the Federal Communications Commission ("FCC").

September 28, 2020  
(Exhibit #7)

9. **USE:** While using this Tower, Lessee shall be responsible for proper operation and compliance with FCC rules. Lessee represents that it has independently ascertained that this Tower is adequate and proper for Lessee's intended use and has entered into this Agreement based solely upon said independent investigation, and not by any representation by Lessor.

Lessee's use of this Tower is non-exclusive. Lessee hereby consents to the execution of agreements between Lessor and other parties eligible to share this Tower, whereby such parties may utilize and share said Tower with Lessee. Lessee will not increase the size of its Tower Equipment or alter the wind load or structural impact of its equipment upon the tower, without the prior written consent of Lessor.

10. **ACCESS:** Lessee will have access to this Site, Tower, and Tower Equipment for the purposes of installation, maintenance, repair, or removal of Tower Equipment (including any radio tower, footings, supporting foundations, guy wires, equipment, shelters, and any and all necessary appurtenances thereto) and for complying with any reasonable request for inspection by representatives of the FCC. Lessee shall have access only to its own equipment and under no circumstances will Lessee gain access to other equipment located at this Site or Tower or allow anyone else access to equipment other than its own.

11. **COVERAGE AND INTERFERENCE:** Lessor makes no representations concerning the distance at which useable radio signals may be transmitted and received from this Tower or location thereof. Lessee is hereby notified that this Tower 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, intermodulation, co-channel interference, and interference from users of the same or other radio frequencies.

Lessee shall be responsible for taking such reasonable steps as may be necessary to prevent any spurious radiation or objectionable interference with the broadcasting or transmission facilities of Lessor or other users on this Tower, if any, caused by Lessee. The determination of what is reasonable will be within the sole discretion of Lessor. If Lessee has not taken corrective measures within three (3) business days after Lessee has been notified that its equipment is causing objectionable interference, then Lessor may, after notifying Lessee:

- A. Disconnect power to Lessee's equipment; and/or
- B. Require Lessee to take reasonable corrective action necessary to eliminate such interference and/or spurious radiation.

If such objectionable interference or spurious radiation cannot be reduced to levels reasonably acceptable to Lessor, Lessor may elect to terminate this Agreement by giving Lessee written notice. For purposes of this Agreement, objectionable interference will be deemed to exist if:

- A. A determination to that effect is made by an authorized representative of the FCC;
- B. 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;
- C. 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 this Tower or had any equipment at this Tower; or
- D. A user is prevented from using or having access to its equipment at reasonable and usual times to an extent 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 will not be considered objectionable interference.

Nothing contained in this Agreement will be deemed to entitle Lessee to the exclusive possession of any vertical span of space on this Tower, it being the intention of the Parties that the vertical span of space may be used by others at the direction of the Lessor, provided no objectionable interference is caused to

Lessee's radio transmission activity. It is understood and agreed that Lessor intends to and shall have the right to accommodate other transmitters and/or receivers at this Tower, and in that connection it is understood and agreed that Lessor shall have the right at any time during the term of this Agreement to locate the antenna or other equipment of other users within the same vertical space on this Tower as Lessee may occupy, including the right to require the multiplexing or the transmission of other user(s), provided no objectionable interference is caused to Lessee's transmission activities thereby, and provided further that Lessee is not put to any cost in connection therewith.

If appropriate to maintain the safe or efficient operation of this Tower, Lessee shall participate in any transmitter and receiver combining and multicoupling systems operating from one or more antennas installed by Lessor.

- 12. LESSEE MAINTENANCE AND REMOVAL OF EQUIPMENT AND COAXIAL CABLES:** Lessee shall install only the equipment (including antenna and transmission line) which has been approved by Lessor. Installation will be done in a neat, professional manner and in compliance with all applicable laws and regulations. All costs (including repair of damages caused thereby to Lessee's equipment) will be the responsibility of Lessee. If Lessee wants to add any additional equipment, other than Lessee's equipment referenced herein, Lessee will not install such additional equipment until the Parties execute an amendment to this Agreement authorizing the additional equipment.

Lessee 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 Lessor.

Lessor retains the right to paint all coaxial cables attached to the tower, including Lessee's coaxial cable, as necessary in order to prevent "black leg."

- 13. COORDINATION OF INSTALLATION, REPAIR, AND MAINTENANCE:** In the event of the need for installation, repair, or maintenance of this Tower, equipment building, or other common facility, Lessor shall coordinate such activities in a manner as to minimize any downtime that may be caused to Lessee's operations. Lessee shall 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.

- 14. FAILURES AND MAINTENANCE:** Lessee is hereby notified and understands that this Tower 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 Lessee prior to the execution of this Agreement, and such failures will not constitute nonperformance or negligence on the part of Lessor. Lessor 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 will not be considered a breach of this Agreement by Lessor. Lessee, 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 Lessor.

- 15. TERMINATION OF LESSOR'S RIGHTS TO TOWER:** In the event that any state, local, or federal government agency causes this Tower and/or its location to become unavailable, or Lessor's ground lease is terminated for any reason, Lessor shall have the right to terminate this Agreement without liability to Lessee, effective immediately upon notice of termination by Lessor.

- 16. INSURANCE:** Lessor provides no insurance on this Site or Tower for or on behalf of Lessee, Lessee's Tower Equipment, or Lessee's personnel. Lessor is self-insured. Each of the Parties are responsible for its own insurance.

- 17. GOVERNING LAW:** This Agreement will be governed by the substantive and procedural laws of the State of Texas. The conflicts of law principles and rules of any other jurisdiction will not apply.

18. **VENUE:** Except as provided by Chapter 2260 of the Texas Government Code and the State Office of Administrative Hearings' administrative rules, venue for any contract claims or litigation will be in the State Office of Administrative Hearings or a court of competent jurisdiction in Travis County, Texas.
19. **DISPUTE RESOLUTION:** Lessee shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all disputes or contract claims arising under this Agreement.
20. **AUDIT CLAUSE:** The State Auditor or Lessor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor shall provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Lessor shall keep all records and documents regarding this Agreement for the term of this Agreement and for four (4) years after the termination of this Agreement.
21. **FORCE MAJEURE:** Except as otherwise provided, neither Lessor nor Lessee shall be liable to the other for any delay in performance of, or failure to perform, any obligation contained herein caused by force majeure, provided the Party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within such Party's control. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been corrected.
- Force majeure is defined as those causes beyond the control of the Party required to perform that are generally recognized under Texas law as a force majeure event, such as acts of God, acts of war, epidemic, and court orders. Lessor shall immediately upon discovery notify Lessee in writing of any delays or failure to perform.
22. **NO LIABILITY FOR EMPLOYEES AND OFFICERS:** Each Party to this Agreement shall have no liability whatsoever for the actions or omissions of an individual employed by another Party, regardless of where the individual's actions or omissions occurred. Each Party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring negligence of the Parties, liability, if any, will be shared by each Party in accordance with the applicable laws of the State of Texas, subject to all defenses including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; nor will any provision hereof be deemed a waiver of any defenses available by law.
23. **NO JOINT ENTERPRISE:** Lessor is associated with Lessee only for the purposes and to the extent set forth herein, and with respect to the provision of this Agreement, Lessee is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein will be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for Lessor whatsoever with respect to the indebtedness, liabilities, and obligations of Lessor or any other party.
24. **NO APPARENT AGENCY:** Lessee shall have no authority for or on behalf of Lessor except as provided in this Agreement. No other authority, power, partnership, or rights are granted or implied.
25. **LEGISLATIVE ACTION:** Lessor is a state agency whose authority is subject to the actions of the Texas Legislature and the United States Congress. If Lessor and/or the subject matter of this Agreement become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would render the deliverables to be provided under this Agreement impossible, unnecessary, void, or substantially amended or that would terminate the appropriations for this Agreement, Lessor may

immediately terminate this Agreement without penalty to, or any liability whatsoever on the part of Lessor, the State of Texas, and the United States. This Agreement does not grant Lessee a franchise or any other vested property right.

Termination under this section is immediate, so Lessor is not required to provide thirty (30) calendar days notice under this section. If any of the following occur, Lessor may, upon thirty (30) calendar days written notice to Lessee, reduce the price under this Agreement in accordance with the reduction of any deliverables in such manner and for such periods of time as Lessor may elect: (1) funding for this Agreement is reduced by law; (2) the statutory amount of compensation authorized for Lessee is reduced; or (3) the Legislative Budget Board requests Lessor to reduce the TXDPS budget by a certain percentage.

- 26. TERMINATION BY DEFAULT:** In the event that Lessee fails to carry out or comply with any of the requirements of this Agreement, Lessor may notify Lessee of such failure or default in writing and demand that the failure or default be remedied within ten (10) calendar days. In the event that Lessee fails to remedy such failure or default within the ten (10) calendar day period, Lessor shall have the right to terminate this Agreement upon ten (10) calendar days written notice.

The termination of this Agreement, under any circumstances whatsoever, will not affect or relieve Lessee from any obligation or liability that may have been incurred pursuant to this Agreement, and such termination by Lessor will not limit any other right or remedy available to Lessor at law or in equity.

- 27. TERMINATION FOR CAUSE OR CONVENIENCE:** This Agreement may be terminated as follows:

- A. For Convenience: This Agreement may be terminated, without penalty, by Lessor without cause by giving thirty (30) calendar days written notice of such termination to Lessee.
- B. For Cause: This Agreement may be terminated by Lessor if Lessee fails to perform as agreed or is otherwise in default, without the necessity of complying with the requirements in the section herein entitled "Termination by Default." Lessor shall provide Lessee with written notice to terminate this Agreement, which termination will become effective immediately upon Lessee's receipt of the notice.
- C. For Listing on the Federal Excluded Party List, the Terrorism List (Executive Order 13224), or on the State of Texas Debarred Vendor List: Lessor shall have the absolute right to terminate this Agreement without recourse as follows: (1) if Lessee becomes listed on the prohibited vendors list authorized by Executive Order #13224 "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of Treasury, Office of Foreign Assets Control; (2) if Lessee becomes suspended or debarred from doing business with the federal government as listed in the Excluded Parties List (EPLS) maintained by the General Services Administration; or (3) if Lessee becomes listed on the State of Texas Debarred Vendor List. Lessor shall provide Lessee with written notice to terminate this Lease, which termination will become effective immediately upon Lessee's receipt of the notice.

- 28. TERMINATION LIABILITY (FOR TERMINATION FOR CONVENIENCE):** In no event will termination for convenience by Lessor give rise to any liability whatsoever on the part of Lessor whether such claims of Lessee are for compensation, for anticipated profits, unabsorbed overhead, interest on borrowing, or for any other reason.

- 29. REMOVAL OF EQUIPMENT UPON TERMINATION:** Lessee shall remove all of its Tower Equipment (including any radios, footings, supporting foundations, guy wires, equipment, shelters, and any and all necessary appurtenances thereto) at Lessee's sole risk and expense, within a reasonable amount of time, not to exceed 120 calendar days, after the termination of this Agreement. Lessee shall remove any debris associated with the removal of the Tower Equipment. In the event Lessee does not timely remove its Tower Equipment within this timeline, the Tower Equipment will be considered abandoned by Lessee and will become the property of Lessor.

30. **NON-WAIVER:** Any failure of Lessor, at any time, to enforce or require the strict keeping and performance of any provision of this Agreement will not constitute a waiver of such provision, and will not affect or impair same or the right of Lessor at any time to avail itself of same.
31. **SEVERABILITY:** If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final order/judgment of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of this Agreement and the application of the provision to other parties or circumstances will remain valid and in full force and effect.
32. **SURVIVAL:** Any provisions of this Agreement that impose continuing obligations on the Parties including, but not limited to the following, will survive the expiration or termination of this Agreement for any reason:
- A. Recordkeeping requirements and audit rights;
  - B. Confidentiality obligations;
  - C. Restrictions on news releases, advertisements and publicity;
  - D. And any other provisions of this Agreement that impose continuing obligations on either of the Parties or that govern the rights and limitations of either of the Parties after the expiration or termination of this Agreement.
33. **SUBSTITUTIONS:** No substitute or cancellations are permitted without prior written approval of Lessor.
34. **ASSIGNMENT BY LESSEE:** Except as authorized herein, Lessee will not assign or transfer any interest in this Agreement without the express, prior written consent of Lessor.
35. **SUCCESSORS:** This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective successors, heirs, administrators, personal representatives, legal representatives, and permitted assigns.
36. **NEWS RELEASES, ADVERTISEMENTS, AND PUBLICITY:** Except as required by the Texas Public Information Act ("TPIA"), Chapter 552 of the Texas Government Code, Lessee will not make any news releases, public announcements, or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this Agreement, without the express, prior written approval of Lessor, and then only in accordance with explicit written instructions from Lessor.

Except as required by the TPIA, Lessee will not use the name of the State of Texas or TXDPS in any advertisement, promotion, or otherwise for any purpose regarding this Agreement without the express prior written consent of Lessor. Lessor is not authorized to provide endorsements.

37. **CRIMINAL HISTORY BACKGROUND CHECK:** Lessee or any of its employees, agents, or representatives having access to this Site or this Tower shall undergo a TXDPS fingerprint-based criminal history background investigation at TXDPS' expense, if required by TXDPS.
38. **CONFIDENTIALITY:** Certain information provided by Lessor to Lessee, including but not limited to the location of the Tower Equipment and the purpose for Lessor's use of this Tower, is confidential and will not be used by Lessee or disclosed to any person or entity, unless such use or disclosure is required for Lessee to perform work under this Agreement.

The obligations of this section do not apply to information that is required to be disclosed by law or final order of a court of competent jurisdiction or regulatory authority, provided that Lessee shall furnish prompt written notice of such required disclosure and shall reasonably cooperate with Lessor in any effort made by Lessor to seek a protection order or other appropriate protection of its confidential information.

Lessee shall notify Lessor of any unauthorized release of confidential information within two (2) calendar days of when Lessee knows or should have known of such unauthorized release.

Lessee shall maintain all confidential information in confidence during the term of this Agreement and after the expiration or earlier termination of this Agreement.

If Lessee has any questions or doubts as to whether particular material or information is confidential information, Lessee shall obtain the prior written approval of Lessor prior to using, disclosing, or releasing such information.

Lessee shall immediately return to Lessor all confidential information when this Agreement terminates or at such earlier time as when the confidential information is no longer required for the performance of this Agreement or when Lessor requests that such confidential information be returned.

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code.

39. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable state, federal, and local laws that are applicable under this Agreement.
40. **CONTRACT AMENDMENTS:** No modification or amendment to this Agreement will become valid unless in writing and signed by both Parties. All correspondence regarding modifications or amendments to this Agreement will be forwarded to Lessor for prior review and approval. Only the Executive Director of the Texas Department of Public Safety or his/her designee shall be authorized to sign changes or amendments.
41. **NOTICES:** Any notice required or permitted under this Agreement will be directed to the respective Parties at the addresses shown below and will be deemed received: (1) when delivered in hand and a receipt granted; (2) three days after it is deposited in the United States mail by certified mail, return receipt requested; or (3) when received if sent by confirmed facsimile or confirmed email:

**If to Lessor:**

Texas Department of Public Safety  
5805 North Lamar Boulevard, Building A  
Austin, Texas 78752  
ATTN: Procurement & Contract Services  
Telephone: (512) 424-7347  
Email: Emily.Hovland@dps.texas.gov

**If to Lessee:**

Brown County  
200 South Broadway  
Brownwood, Texas 76801

ATTN: Dr. Paul Lilly, County Judge  
Telephone: 325-643-2828  
Email: paul.lilly@browncountytexas.org

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address and/or individual and the date upon which it will become effective.

42. **COMPLAINTS:** Lessee may direct its written complaints, as well as any contract claims to the following office:

Texas Department of Public Safety  
5805 North Lamar Boulevard, Building A  
Austin, Texas 78752  
ATTN: Procurement & Contract Services  
Telephone: (512) 424-7347  
Email: Emily.Hovland@dps.texas.gov

43. **INTERPRETATION AGAINST THE DRAFTER:** Regardless of which party drafted this Agreement or the language at issue, any ambiguities in this Agreement or the language at issue will not be interpreted against the drafting party.
44. **NON-INCORPORATION CLAUSE:** This Agreement embodies the entire agreement between the Parties as described herein, and there have been and are no oral or written covenants, agreements, understandings, representations, warranties, or restrictions between the Parties regarding this Agreement other than those specifically set forth herein.
45. **MULTIPLE CONTRACTS:** This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes. In making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.
46. **HEADINGS:** The headings, captions, and arrangements used in this Agreement are, unless specified otherwise, for convenience only and will not be deemed to limit, amplify, or modify the terms of this Agreement, nor to affect the meaning thereof.
47. **GENERAL PROVISIONS:** The undersigned Parties certify that it has read and understands all of the terms and conditions of this Agreement, and each Party acknowledges receipt of a true copy hereof at the time of execution.
48. **IMMIGRATION AND U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM:** Lessee shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration Reform and Control Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C. §1101 *et seq.*) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Agreement.

By entering into this Agreement, Lessee certifies and ensures that it utilizes and shall continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to perform duties within Texas during the term of this Agreement; and
- (2) All persons (including subcontractors) assigned by Lessee to perform work pursuant to this Agreement within the United States of America.

Lessee shall provide, upon request of Lessor, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above by Lessee and Lessee's subcontractors as proof that this provision is being followed.

**If this certification is falsely made, this Agreement may be immediately terminated at the discretion of the State and at no fault to the State with no prior notification. Lessee shall also be responsible for the costs of any re-solicitation that the State must undertake to replace this terminated Agreement.**

49. **AUTHORITY:** Each individual signing this Agreement hereby represents and warrants that it has full authority to do so.



**THEREFORE**, this Agreement will be binding upon the Parties and is executed as of the date of the last Party to sign.


**LESSOR: TEXAS DEPARTMENT OF PUBLIC SAFETY**

\_\_\_\_\_  
Signature

Jeffrey Williams, Deputy Director, Law Enforcement Services  
Name & Title

\_\_\_\_\_  
Date

**LESSEE: Brown County**

  
\_\_\_\_\_  
Signature

Joel Keltor Judge Pro-Tem  
Name & Title

9-28-2020  
Date

## EXHIBIT A

### Lessee's Equipment at: Brownwood Tower in Brown County

- 1. FREQUENCIES OF OPERATION:      TRANSMIT:                  RECEIVE:  
    MHz    MHz
  
- 2. FCC CALL LETTERS:
  
- 3. TRANSMITTER (S):    RECEIVER (S):  

Make: _____	Make: _____
Model: _____	Model: _____
Dimensions: _____	Dimensions: _____
Power Output: _____	Number: _____
ERP: _____	
Number: _____	
  
- 4. ANTENNA (S):    DISH (ES):  

Make: _____	Make: _____
Model: _____	Model: _____
Dimensions: _____	Number: _____
  
- 5. TRANSMISSION LINE (S):  

Make: _____	Make: _____
Model: _____	Make: _____
Size: _____	Size: _____
Number: _____	Number: _____
  
- 6. WHICH PARTY IS PROVIDING THE TOWER?                           LESSEE                           TXDPS
  
- 7. WHICH PARTY IS PROVIDING THE EQUIPMENT SHELTER?                           LESSEE                           TXDPS