

**COOPERATIVE AGREEMENT**  
**Between**  
**CITY OF DENTON**  
**and**  
**TEXAS PARKS AND WILDLIFE DEPARTMENT**  
**For the**  
**RANGE CREEK PUBLIC HUNTING AREA**

## INTRODUCTION

This Cooperative Agreement (the "Agreement") between the City of Denton, a Texas home-rule municipal corporation ("Denton"), and Texas Parks and Wildlife Department ("TPWD"), a Texas State Agency, is for the designation and management of the Range Creek Public Hunting Area ("RCPHA") and is to be effective beginning August 1, 2025 or upon signature by both parties, whichever is later, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code.

### 1. AREADESCRIPTION

The RCPHA, depicted in a map in Exhibit A, is under U.S. Army Corps of Engineers ("USACE") ownership. A contract between USACE and Denton authorizes use of the property as part of a public hunting program (Contract DACW63-80-C-0107 For Recreational Development at Aubrey and Lewisville Lakes, Texas). The RCPHA consists of wetlands, flood plains, dry land, and shoreline, northeast of and adjacent to the waters of Lake Ray Roberts (formerly Aubrey Lake).

The RCPHA is to be administered by TPWD as part of a public hunting program, along with the adjacent Lake Ray Roberts Public Hunting Area (RRPHA).

### 2. SCOPE

It is agreed that:

- A. Denton and TPWD enter into this Agreement to help protect wetlands and surrounding area, and to preserve public hunting within the RCPHA. The parties understand that, without this Agreement, the users and the habitat in RCPHA could be negatively impacted by a lack of rules, guidelines, and oversight for public use.
- B. TPWD will operate the RCPHA as a portion of the Ray Roberts Public Hunting Lands ("RRPHL").
- C. TPWD will maintain public access points at three locations and will administer public hunting permits for the RRPHL area, including the RCPHA.
- D. TPWD will administer public hunting on the RRPHL, including RCPHA, under regulations established by the Public Lands Proclamation and specified in the most recent edition of the Public Hunting Lands Map Booklet.
- E. Hunting for designated legal species by defined means and dates as specified in the current Public Hunting Lands Map Booklet shall be allowed on the RRPHL, including the RCPHA.
- F. Persons hunting on the RRPHL and RCPHA must possess a valid TPWD hunting license and a current Annual Public Hunting Permit.

- G. Public activities, other than hunting, in the RCPHA will be determined and administered by Denton and will not be subject to regulations established by the Public Lands Proclamation as specified in the current Public Hunting Lands Map Booklet.
- H. TPWD shall retain revenue generated from the sale of Annual Public Hunting Permits for hunting activity on the RRPHL and RCPHA.
- I. TPWD may work with a non-profit conservation organization to complete any and all maintenance, public access needs, and improvements associated with RCPHA and RRPHL as outlined in this Agreement.
- J. This Agreement is executed for the mutual consent and agreements to obligations herein between Denton and TPWD, and shall not require the payment of funds, goods, or services by either party to the other party.

### 3. RESPONSIBILITIES

Under this Agreement, it will be the responsibility of TPWD to:

- A. Adopt season dates, methods, and rules for public hunts from TPWD established county-wide seasons and bag limits, under the authority of Chapter 81, Parks and Wildlife Code.
- B. Maintain and monitor public access points at three locations at Range Creek as shown in Exhibit A.
- C. Provide, erect, and maintain boundary markers sufficient to identify the RCPHA as part of the RRPHL.
- D. Provide for enforcement of state wildlife laws on the public hunting area.
- E. Promulgate public hunting area rules and regulations pertaining to the harvest of game species.

### 4. JOINT RESPONSIBILITIES OF TPWD AND DENTON

Under this Agreement, it will be the joint responsibility of both Denton and TPWD to:

- A. Conduct surveillance of the RCPHA, as appropriate, and report items of concern to the responsible agency.
- B. Provide information to the public regarding hunting and general use regulations applicable to the public hunting area.
- C. Retain records related to this agreement for a minimum of seven (7) years after its expiration.

### 5. TERM

This agreement shall become effective August 1, 2025, or upon signature by both parties, whichever is later, and shall terminate on April 30, 2032.

An extension to this agreement may be granted with prior written approval of both parties. Any extensions shall be at the same terms and conditions, plus any approved changes.

## 6. MISCELLANEOUS PROVISIONS

Texas Public Information Act: Denton is responsible for complying with the provisions of Chapter 552 of the Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. If Denton receives any requests for information created pursuant to or that pertains to this contract, Denton will immediately notify TPWD, no later than three (3) business days after receiving the request. No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TPWD as allowed by the laws of the State of Texas.

Termination for Default: Either party may, by written notice of default to the other party, terminate this Contract, in whole or in part, for cause if said party fails to perform in full compliance with the contract requirements, through no fault of the non-defaulting party. The non-defaulting party will provide a thirty (30) day written notice of termination to the defaulting party of intent to terminate, and will provide the defaulting party with an opportunity for consultation with the non-defaulting party prior to termination.

Other Law: The parties will comply with all applicable laws and regulations in acting under this Agreement and all subagreements.

Entire Agreement; Modifications: The Agreement supersedes all prior agreements, written or oral, between Denton and TPWD and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TPWD and Denton.

Venue and Governing Law: This Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the undersigned, duly authorized individuals on behalf of their respective agencies.

### **CITY OF DENTON**

\_\_\_\_\_  
By: Sara Hensley, City Manager

\_\_\_\_\_  
Date

THIS AGREEMENT HAS BEEN  
BOTH REVIEWED AND APPROVED  
as to financial and operational  
obligations and business terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Department

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

ATTEST:  
Lauren Thoden, City Secretary

By: \_\_\_\_\_

Approved as to Legal Form:  
Authorized Signature

By: \_\_\_\_\_

**TEXAS PARKS & WILDLIFE DEPARTMENT**

By:   
Alan Cain (Jul 23, 2025 08:27:15 CDT)  
Alan Cain, Director of Wildlife Division

Jul 23, 2025  
Date

Exhibit A: Range Creek Public Hunting Area (453 acres) with Access Points

