

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

This Agreement ("Agreement") is made and entered into by and between Texas Parks and Wildlife Department, an agency of the State of Texas ("Lessee"), and Tyler County Emergency Management Facility, an Emergency service ("Lessor"), collectively referred to as the "Parties."

RECITALS:

WHEREAS, The County owns and operates Boat storage ("Facility") at 201 Veterans Way, Woodville, Texas 75979; and

WHEREAS, TPWD desires to store patrol boats and equipment at the Facility and the County agrees to provide the storage space to TPWD; and

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 Facility.

II. Responsibilities of the Parties

- A. The County agrees to allow TPWD to use the Facility to store patrol boats and equipment at no cost according to the terms set forth in this Section. The County will make available to the TPWD access to Tyler County Precinct 1 Commissioner TPWD staff will be provided access to the Facility at all times.
- B. Tyler County Commissioner shall administer this Agreement on behalf of the County.
- C. TPWD shall use the Facility for its lawful purpose and for no other purpose. TPWD personnel shall observe Facility rules and all applicable state and local law at all times while using the Facility.
- D. The County will maintain and repair the Facility to the standards set by the County.
- E. During the term of this Agreement, TPWD shall not commit any voluntary or permissive waste. At the end of the term of this Agreement, TPWD shall deliver the Facility to the County in the same condition and state as existed at the commencement of the Agreement term, allowance being made for reasonable wear and tear and such alterations as are authorized herein. TPWD shall promptly repair and/or replace any damage to the Facility in excess of normal

wear and tear and will replace or repair all fixtures and improvements that are damaged or in a state of disrepair because of TPWD's possession and use of the Facility.

- F. 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.
- G. 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.
- H. The County will pay for all water and electricity use metered and billed to the Facility.
- I. The TPWD's right to use of the Facility is expressly subject and subordinate to the right of the County to construct, install, maintain, operate, or renew any public utilities facilities, franchised public utilities, or streets or park facilities in the immediate vicinity of the Facility. Nothing in this Agreement shall be construed to limit in any way the power of the County to use, alter, or improve the Facility pursuant to official action by the County's governing body. This Agreement does not obligate the County to provide a suitable substitute facility if the Facility is not available for the TPWD's use.

III. Term, Termination

- A. This Agreement shall remain in full force for an initial term of two (2) years from date of last signature. The Agreement may be renewed up to three (3) additional one (1) year terms provided both parties agree in writing prior to agreement expirations. 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. This Agreement is neither a fiscal nor a funds obligation document. 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.

- 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. 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:

Amber Davis
4200 Smith School Road
Austin, Texas 78744
Phone: 512-389-4578
Fax: 512-389-4677
Email: TPWDLasing@tpwd.texas.gov

County of Tyler:

Joe Blacksher
Commissioner Precinct 1
205 North Charlton
Woodville, Texas 75979
Phone: 409-283-7013
Email: jblacksher@co.tyler.tx.us

WHEREFORE, Facility considered, this Interlocal Agreement is executed to be effective the date of the last party to sign.

COUNTY OF TYLER

By: _____ Date: _____
Donald Milton Powers
County Judge

TEXAS PARKS AND WILDLIFE DEPARTMENT

By: _____ Date: _____
Amber Davis, CTCD, CTCM
Purchaser