

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

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

RECITALS:

WHEREAS, the County owns and operates storage facilities ("Facility") located 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

WHEREAS, Chapter 791, Texas Government Code authorizes agreements between agencies and entities of the state and local entities related to governmental functions,

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 TPWD access to the Tyler County Nutrition Center at the direction of the 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. 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 years (2) years beginning October 1, 2026, or from date of last signature, whichever is later. The Agreement may be renewed up to four (4) additional two (2) 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 60 days written notice to the other party.

IV. Special Provisions

- A. Modification. This Agreement may not be altered, amended, or modified except in writing and approved by the parties.
- B. 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.

- C. Dispute Resolution. Any disputes arising from this Agreement shall be resolved using Chapter 2260 of the Texas Government Code, if applicable.
- D. 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.
- E. 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.
- F. 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.
- G. Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Lessor certifies that it is not (1) the executive head of TPWD, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of TPWD, or (3) a person who employs a current or former executive head of TPWD.
- H. Open Meetings. Lessor represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special, or called meeting of a governmental body to be open to the public, except as otherwise provided by law.
- I. Reporting Suspected Fraud and Unlawful Conduct. Lessor represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires suspected fraud and unlawful conduct be reported to the State Auditor's Office.
- J. Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion. Lessor certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that the Lessor is in compliance with the State of Texas statutes and rules relating to procurement and that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- K. Other Law. The Parties will comply with all federal, state, and local laws and regulations, including laws governing labor, equal opportunity, safety, and environmental protection in acting under this Agreement.
- L. 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, or email 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:

TPWD Leasing
4200 Smith School Road
Austin, Texas 78744
Phone: 512-389-4578
Email: TPWDLeasing@tpwd.texas.gov

County of Tyler:

Joe Blacksher
Commissioner, Precinct 1
205 North Charlton
Woodville, Texas 75979
Phone: 409-2837013
Email: jblacksher@co.tyler.tx.us

WHEREFORE, Facility considered, this Interlocal Agreement is executed to be effective October 1, 2026, or the date of the last party to sign, whichever is later.

COUNTY

By: _____ Date: _____
Donald Milton Powers
County Judge

TEXAS PARKS AND WILDLIFE DEPARTMENT

By: _____ Date: _____
Amber Davis, CTCD, CTCM
Contract Specialist