

**MEMORANDUM OF UNDERSTANDING  
BETWEEN TYLER COUNTY PRECINCT # 3  
AND COLMESNEIL INDEPENDENT SCHOOL DISTRICT  
FOR THE PARKING AND STORAGE OF COUNTY EQUIPMENT  
AND MATERIALS ON SCHOOL PROPERTY**

This Memorandum of Understanding ("MOU") is made and entered into by and between the following parties: the Colmesneil Independent School District (CISD) and Tyler County Precinct # 3 ("County") Commissioner.

WHEREAS, the Tyler County Precinct # 3 Commissioner is seeking an area for short-term storage of County equipment and materials, and

WHEREAS, CISD has space available suitable for short-term storage and is agreeable to make the space available to the County free of charge;

NOW, THEREFORE, in consideration of the mutual agreements contained in this Memorandum of Understanding, the undersigned parties agree as follows:

**II. TERM**

This agreement, upon approval by Commissioners' Court and signature by both parties, is effective immediately for a term until the agreement is cancelled in writing by either party.

Either party may cancel, withdraw from, or terminate this MOU upon thirty (30) days prior written notice or until the current Precinct # 3 Commissioner vacates the office. The term of this MOU may be extended by written agreement of the parties thereafter.

**III. OBJECTIVE**

The purpose of this MOU is to document the parties' understanding and responsibilities with regard to CISD providing short-term storage space to the County Precinct # 3 Commissioner for storage of County equipment and materials.

**IV. FINANCIAL PROVISIONS**

There will be no exchange of funds or other resources among the parties. The parties agree that nothing in this MOU shall compel or be interpreted to compel either party for payment of service rendered without a written amendment to this MOU.

**V. LIABILITY, IMMUNITY AND DEFENSES**

Nothing herein shall be deemed or construed to create a partnership or joint enterprise between the Tyler County Precinct # 3 Commissioner and Colmesneil Independent School District.

No party to this MOU shall be responsible for the acts of an employee of another party.

The County agrees to return the designated CISD property used by the County to the condition in which it was received. CISD will not be held liable for damages occurring to County property or materials while in storage on CISD property.

VI. MISCELLANEOUS

This MOU will not be construed to create any kind of partnership or other similar relationship between the parties, nor shall either party enter into obligations or commitments on behalf of the other party.

COLMESNEIL INDEPENDENT SCHOOL DISTRICT

Signature  \_\_\_\_\_

Print Name \_\_\_\_\_

Title: \_\_\_\_\_

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

TYLER COUNTY

Signature:  \_\_\_\_\_

Print Name: Milton Powers \_\_\_\_\_

Title: County Judge \_\_\_\_\_

Date: June 10, 2024 \_\_\_\_\_