

STATE OF TEXAS §
COUNTY OF TITUS §
SULPHUR RIVER BASIN AUTHORITY §

INTERLOCAL AGREEMENT FOR LEASE OF PROPERTY

THIS AGREEMENT is made and entered into by and between the County of Titus, Texas, (hereinafter referred to as "County") and the Sulphur River Basin Authority ("SRBA"), a governmental entity and conservation and reclamation district created under the laws of the State of Texas, each acting herein by and through its duly authorized officials. This Agreement is an Interlocal Cooperation Contract, authorized by Chapter 791 of the Texas Government Code.

WHEREAS, the County owns certain property located at 115 W 1st, #102, Mt. Pleasant, TX (the "Premises") consisting of one (1) room measuring approximately 19' x 11'7" and one (1) closet; and

WHEREAS, the SRBA desires to lease the Premises from the County for its operational purposes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Section 1. Lease of Premises

The County hereby leases to SRBA, and SRBA leases from the County, the Premises for a term of two (2) years, commencing on 12-15-23 and ending on 12-31-25, unless sooner terminated as provided herein.

Section 2. Rent

SRBA shall pay to the County as rent for the Premises the sum of \$900.00 per month. Rent shall be due and payable on the first day of each month during the term of this Agreement. The first month's rent shall be prorated based on the commencement date and the last month's rent shall be prorated based on the ending date.

Section 3. Use of Premises

The Premises shall be used solely for the official and governmental functions of SRBA and for no other purpose without the prior written consent of the County.

Section 4. Maintenance and Repairs

The County shall be responsible for major maintenance and repairs of the Premises. SRBA shall be responsible for all daily maintenance and minor repairs required due to its use of the Premises.

Section 5. Alterations and Improvements

SRBA shall not make any alterations or improvements to the Premises without the prior written consent of the County. Any alterations or improvements shall become the property of the County upon termination of this Agreement. SRBA is hereby granted approval to remove decals currently on the door of the Premises and apply decals identifying it as an SRBA office. All cost incurred with the removal of the present decals and application of replacement decals will be incurred by SRBA. SRBA is also hereby granted approval to apply decals to the rightmost window on the outside of the address identifying the location as containing an SRBA office. All cost incurred in the application of decals will be incurred by SRBA. At the termination of this Agreement, SRBA will be responsible for removing all decals from both the internal door and external window.

Section 6. Utilities and Services

Titus County shall be responsible for arranging and paying for electricity and heat for the Premises. SRBA understands that the Premises does not have a separate thermostat and does not have running water. Restroom facilities are located next door in the Titus County Courthouse Annex, 105 W 1st Street, and will only be accessible during normal business hours.

Section 7. Internet Access

The County will provide access to a wireless internet network for a one-time fee of \$380. SRBA will be the sole entity with access to this network. In the case of early termination of this Agreement by SRBA, SRBA will not be entitled to any portion of a refund. In the case of early termination of this Agreement by the County, SRBA will be authorized a prorated refund based on the length of time SRBA occupies the Premises.

Section 8. Insurance

SRBA shall procure and maintain liability insurance covering its activities on the Premises, naming the County as an additional insured. Proof of such insurance shall be provided to the County upon request.

Section 9. Indemnification

SRBA agrees to indemnify and hold harmless the County from and against any and all claims, damages, liabilities, and expenses arising from SRBA's use of the Premises.

Section 10. Compliance with Laws

SRBA shall comply with all applicable federal, state, and local laws and regulations in its use of the Premises.

Section 11. Default and Remedies

In the event of default by SRBA, the County shall have the right to pursue any legal remedies available under the law.

Section 12. Termination

Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

Section 13. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.

Section 14. Amendment

This Agreement may only be amended or modified by a written instrument executed by both parties.

Section 15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 16 Notices


When this Agreement requires one party to provide any notice to the other party, the notice shall be delivered as follows:

SRBA: Notice to the Executive Director by email and certified letter.

County Notice to the County Judge by email and certified letter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under authority of appropriate action taken by their respective governing bodies.

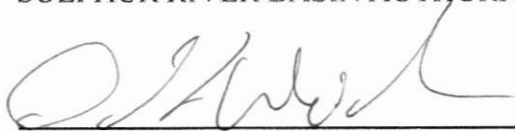
COUNTY OF TITUS, TEXAS



Titus County Judge

Dec 13, 2023

SULPHUR RIVER BASIN AUTHORITY, TEXAS



Sulphur River Basin Authority Executive Director