

**INTERLOCAL AGREEMENT BETWEEN TITUS COUNTY, TEXAS,
AND THE CITY OF TALCO**

This Interlocal Agreement ("Agreement") is made and entered into this 12th day of February, 2024, by and between Titus County, Texas ("County"), and the City of Talco, Texas ("City").

WHEREAS, the County owns certain real property and improvements located at New 7857 FM 71 West, commonly known as the Precinct 3 Talco Barn ("Premises");

WHEREAS, the TVFD is a volunteer fire department providing essential fire protection services to the residents of Talco and the surrounding areas within Titus County;

WHEREAS, the County desires to support the public services provided by the City by leasing the Premises to the City for a nominal fee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lease of Premises

- The County hereby leases to the City, and the City hereby leases from the County, the Premises, for the term and upon the conditions set forth in this Agreement.

2. Term

- The term of this Agreement shall commence on February 12, 2024 and shall terminate on February 12, 2029 unless sooner terminated as provided herein.

3. Rent

- The City shall pay to the County the sum of \$1.00 (One Dollar) per annum as rent for the Premises, payable upon the execution of this Agreement and on each anniversary date thereafter.

4. Use of Premises

- The City shall use the Premises exclusively for purposes related to its operations as a volunteer fire department, including but not limited to, housing firefighting equipment, conducting training sessions, and holding meetings.

5. Maintenance and Repairs

- The City shall be responsible for the maintenance and repair of the Premises during the term of this Agreement, except for any structural repairs, which shall be the responsibility of the County.

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6. Utilities and Services

- The City shall be responsible for all utility and service charges associated with its use of the Premises.

7. Insurance

- The City shall maintain, at its own expense, general liability insurance coverage.

8. Termination

- This Agreement may be terminated by either party upon 30 days written notice to the other party.

9. Miscellaneous

- This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

TITUS COUNTY, TEXAS

By: _____

Name: Kent Cooper

Title: Titus County Judge

CITY OF TALCO, TEXAS

By: _____

Name: Shirley Caruthers

Title: Mayor, City of Talco