



TEXAS A&M FOREST SERVICE

PERFORMING SERVICES ON PUBLIC LANDS

THIS AGREEMENT is between the Texas A&M Forest Service, which is a member of The Texas A&M University System and an agency of the State of Texas ("Agency"), and Polk County, ("County").

WHEREAS, County's land, located at Recreational RD 5, VIA FM 1988 Livingston, TX 77351, ("Subject Property"), is identified as an area of interest for public protection; and

WHEREAS, County has requested that the Agency assist County by conducting a prescribed burn of approximately 8 acres of native grassland, (collectively, "Service").

NOW THEREFORE, the Agency and County hereby agree:

1. **Purpose:** In response to County's request for assistance, the Agency will, as part of its Mitigation and Prevention Program, perform Service on the Subject Property.
 - The Service will cover approximately 8 acres.
 - Work will be performed on a day and time mutually agreed upon by the Agency and County.
 - Work will be performed in accordance with a written work plan developed by the Agency and approved by County.
2. **Term of Agreement:** The term of this agreement shall commence on 11/01/2021 and expire on 02/28/2022.
3. **Consideration:** Compensation for performance of the services described in this agreement will not be monetary. The Agency will benefit by furthering progress toward its mission of providing wildfire community protection.
4. **Agreement Terms and Conditions:**
 - 4.1 County shall post signs advising the general public of the days and times that the Service will be performed at least three days in advance of the Service. Signs shall be placed in conspicuous areas adjacent to the work area, to give reasonable warning to the general public of dangerous conditions, and shall remain in place for the duration of the work.
 - 4.2 There are inherent risks involved with Service, including but not limited to bodily injury, death, and property damage, and County chooses to voluntarily have its employees witness the Service with full knowledge that the Service may be hazardous to people and property.
 - 4.3 This agreement constitutes the sole agreement of the parties and supersedes any and all other oral or written understanding or agreements.
 - 4.4 This agreement may only be amended or modified in writing with express mutual consent of both parties.
 - 4.5 This agreement is not assignable without the express written consent of both parties, prior to any such assignment.

- 4.6 This agreement shall be construed and governed by the laws of the State of Texas. Venue for any action between the parties arising from this agreement shall be in Brazos County, Texas.
- 4.7 County expressly acknowledges the Agency is a member of The Texas A&M University System and an agency of the state of Texas and nothing in this agreement will be construed as a waiver or relinquishment by the Agency of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- 4.8 **CITY HEREBY RELEASES AND AGREES TO HOLD HARMLESS THE STATE OF TEXAS, THE TEXAS A&M UNIVERSITY SYSTEM, AND TFS, AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND CONTRACTORS OR OTHER NON-EMPLOYEE COOPERATORS OF THESE ENTITIES, FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, PERSONAL INJURIES (INCLUDING DEATH), AND DAMAGES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND EXPENSES, WHICH MAY OCCUR TO CITY AND ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, AS A RESULT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING INJURIES SUSTAINED AS A RESULT OF THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, NEGLIGENCE PER SE, STATUTORY FAULT, OR STRICT LIABILITY OF TFS AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND REPRESENTATIVES.**
- 4.9 In addition, County makes the following representations and acknowledgements upon which the Agency shall rely:
- (a) County and its agents, servants and employees are not agents, servants, or employees of the Agency or the State of Texas, and are not covered by the Agency or the State for workers' compensation, death, or disability benefits;
 - (b) County agrees that County's agents, servants and employees will not be under the influence of any substance that may impair mental and physical faculties while present for any part of the Service;
 - (c) In signing this agreement the undersigned representative of County acknowledges and represents that she/he has read it, understands it, and signs it voluntarily as an authorized representative of County;
 - (d) The Agency has not made, and County has not relied on, any oral representations, statements, or inducements apart from the express written statements contained in this agreement; and
 - (e) County executes this agreement for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.
- 4.10 All notices, consents, approvals, demands, requests, or other communications provided for, required of, or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery, delivered by an express delivery service, or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

AGENCY
Texas A&M Forest Service
200 Technology Way, Suite 1120
College Station, TX 77840

COUNTY
Polk County
101 West Church Street,
Suite 300
Livingston, TX 77351

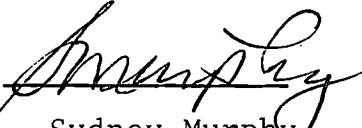
IN WITNESS WHEREOF, Agency and County have executed and delivered this agreement to be effective as of the 9 day of November, 2021.

TEXAS A&M FOREST SERVICE

By 
Interim Director

Date: 11/01/2021

COUNTY

Signature: 
Printed Name: Sydney Murphy

Title: Polk County Judge







Date: November 9, 2021

Please Attach a General Map of location to be treated with treatment area marked

***Aerial imagery of the location is out of date and does not show current condition of the site. Currently there are no structures present on the property other than a gazebo located outside of the proposed burn area. Please see attached photos for a better description of current site and fuel characteristics.**

Gazebo Nature Preserve Prescribed Burn Map

Legend

-  Burn Area
-  Dozer line
-  Gazebo and Parking Lot
-  Powerline
-  Road
-  Walking Trail



Gazebo and Parking Lot

Google Earth

600 ft



Gazebo Nature Preserve Location Map

Legend
○ Perimeter

