

FILED  
TERRI ROSS  
COUNTY CLERK

2020 MAR 31 AM 11:07

BY   
UPSHUR COUNTY, TX.  
DEPUTY

STATE OF TEXAS §  
COUNTY OF UPSHUR §

**INTERLOCAL AGREEMENT**

This Agreement is between City of Gilmer Civic Center and the County of Upshur witnessed:

WHEREAS, the Facility Owner is a unit of local government as defined by the Government Code 791.003; and

WHEREAS, the Department is a city/county governing body under Chapter 121 of the Health and Safety Code; and

WHEREAS, this agreement is governed under the Interlocal Cooperation Act, Government Code Chapter 791.

**1. PURPOSE**

The Department is required to plan and prepare for a public health emergency which may result from natural or man-made causes. During such an emergency, it may be necessary to immunize or treat all or large amount of the population served by the Facility Owner and Department. The Department has concluded that the Facility Owner possesses facilities and equipment present at the site as well as personnel that are qualified to serve if mass prophylaxis or immunization of the entire county. The Facility Owner desires to be as helpful as possible in the event of a public health emergency, and agrees to make its facilities and equipment available for purposes of mass prophylaxis or immunization, under the terms set out below.

**2. PUBLIC HEALTH EMERGENCY**

This agreement will go into effect only if:

- 2.1 The local health authority declare that large scale prophylaxis or immunization is necessary as a control measure for an outbreak of communicable disease; and,
- 2.2 The Texas Disaster Act (Gov.Code 418) allows the Governor to make a disaster declaration. Section 418.016 states that the Governor can suspend the provision of any regulatory statute or rules of a state agency if strict compliance would hinder or delay necessary action

## **OBLIGATIONS OF THE DEPARTMENT**

- 3.1 The Department will supply or arrange for clinical materiel such as vaccine, medications, syringes, printed information sheets and public health staff or volunteers necessary to oversee or administer the vaccine or medication.
- 3.2 The Department will coordinate with local law enforcement agencies for security, traffic and crowd control, except as described in section IV below.
- 3.3 The Department will be responsible for disposal of medical waste and disinfection at the facility following its use for the emergency. The Health Authority will provide written assurance of its safety for use as a school facility following its use.
- 3.4 The Department will be responsible for any damage to property belonging to the District as a result of its use during the public health emergency, and to the extent they can be determined, costs for utilities described in section IV below. This compensation is mutually agreed to be "an amount that fairly compensates the performing party" as stated in the Interlocal Cooperation Act. The amounts to be paid to the District will be paid from current revenues available to the Department.
- 3.5 The Department is responsible for the acts and negligence of its employees or volunteers, under state and federal law.

## **4. OBLIGATIONS OF THE CITY OF GILMER CIVIC CENTER**

- 4.1 The Facility Owner is responsible for allowing the use of the facility and all utilities (gas, electric, water, and telecommunications) normally associated with its use as a Civic Center.
- 4.2 The Facility Owner is responsible for providing use of all rooms, fixtures, and equipment existing at the facility that the Department regards as necessary for on site use during the period of the emergency.
- 4.3 The Facility Owner will provide at least one person on-site during the period of emergency use with access to the rooms, fixtures and equipment described above.
- 4.4 The Facility Owner is responsible for the acts and negligence of its employees or volunteers, under state and federal law.

## **5. TERM**

This agreement becomes effective when approved by the governing body of the County and lasts five (5) years.

**6. TERMINATION**

Either party may terminate this agreement by:

- 6.1 Providing written notice to the other party at least 30 days prior to the date of termination.
- 6.2 Providing in the written notice the date of termination; and
- 6.3 Sending the written notice by certified mail return receipt requested to the party at its address.

**7. PARTIES ADDRESSES**

City of Gilmer Civic Center  
1285 US Hwy 271 N.  
Gilmer, TX 75644

Tim Marshall - (signing authority)

Title Mayor, City of Gilmer

County of Upshur  
100 W. Tyler St.  
Gilmer, TX 75644

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 UP SHUR COUNTY, TX.  
 BY [Signature]  
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Approved on this the 23<sup>rd</sup> day of MARCH, 2020, by Commissioners

Court Order No. DATED MARCH, 23, 2020.

Upshur County  
STATE OF TEXAS

City of Gilmer Civic Center

X [Signature]  
COUNTY JUDGE

X Tim Marshall

**APPROVED AS TO FORM:**

By law, the District Attorney's Office advises or approves legal documents on behalf of its clients. It does not approve legal documents on behalf of other parties. This document was reviewed from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

[Signature] 3-23-20  
District Attorney's Office