

**INTERLOCAL AGREEMENT
BETWEEN UPSHUR COUNTY AND
TEXAS DIVISION OF EMERGENCY MANAGEMENT**

This Interlocal Agreement ("Agreement") is made and entered into between Upshur County, a local government entity located in Upshur County, Texas ("LGE"), and Texas Division of Emergency Management, a member of the Texas A&M University System, an agency of the State of Texas ("TDEM") for the purpose of facilitating the provision of emergency services. The LGE and TDEM are sometimes referred to herein individually as "Party" or collectively as "Parties."

RECITALS:

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into local contracts and agreements with each other regarding governmental functions and services; and

WHEREAS TDEM personnel require a location from which they may operate to coordinate state emergency response, recovery, preparedness, and mitigation efforts; and

WHEREAS, TDEM has requested that space be made available to it for its personnel and;

WHEREAS the LGE has determined there is available space to accommodate TDEM's request in the County EMC Building located at 218 Ti tus Gilmer, TX 75644 (the "Building");

NOW THEREFORE, in consideration of the mutual covenants contained herein and subject to the conditions herein set forth, the LGE and TDEM hereby agree as follows.

A. LGE AGREEMENTS

- 1) The LGE will provide office space to TDEM personnel in which they can conduct routine functions connected with their emergency management efforts at the Building. The LGE may change the location of the designated office space upon notice to TDEM. TDEM staff may utilize the staff restrooms and any other common spaces in the Building. The LGE will provide TDEM with 1 parking spot(s) which Are Not exclusive.

- 2) The LGE will maintain the space and provide electrical, water, gas, heating and air conditioning services to the space. The LGE will also provide the following services:
n/a

- 3) (A) The LGE reserves the right to utilize the space for its own purposes and the access granted to TDEM hereunder is not exclusive. OR (B) The access granted to TDEM hereunder to utilize the space is exclusive. **A**

- 4) The LGE will provide TDEM personnel 24-hour access to the Building by key _____, which will be returned to LGE at the termination of this Agreement.

B. TDEM AGREEMENTS

- 5) TDEM will identify to the LGE a point of contact who will communicate with the LGE related to the use of the space under this Agreement. TDEM's initial current point of contact for this Agreement is Deaun Stinecipher _____, phone: 903-920-5838 _____, email: deaun.stinecipher@tdem.texas.gov _____.
- 6) TDEM agrees that it will be utilizing the space provided in furtherance of its emergency management duties for the State.
- 7) TDEM will advise the LGE as soon as practicable when its personnel shall be utilizing the space provided under this Agreement.
- 8) TDEM personnel will be providing all their own equipment and communications devices and will access state computer programs utilizing their own equipment. TDEM agrees that no access to the LGE computer system will be required or requested at any time. TDEM may access a public or guest wireless network, if available.
- 9) While located at the LGE premises, TDEM personnel shall perform their duties in a manner so as to not interfere with the ordinary functioning of public safety activities of the police, fire, EMS and/or other personnel of the LGE.

C. JOINT AGREEMENTS

- 10) The LGE will not charge TDEM for the use of the space under this Agreement, and TDEM will not make a claim for providing services under this Agreement to the LGE.
- 11) The employees of each of the Parties under this Agreement shall at all times continue to be employees of that Party, and there shall be no claim by either Party that any of their employees are considered to be borrowed servants working for the other Party. Each Party under this Agreement will be responsible for the acts and omissions of its own employees. An employee of either Party injured during the performance of their duties shall be provided benefits, if any, by the employing Party.
- 12) This Agreement shall be effective beginning January 4, 2023 _____ and shall remain in effect until January 3, 2028 _____; provided, however, that the term of this Agreement may not exceed ten (10) years.
- 13) Notwithstanding anything herein to the contrary, this Agreement shall remain in force at the pleasure of either Party; either Party may terminate this Agreement upon the issuance of a thirty-day notice to the other Party. The Parties may provide notice to the following addresses:

TDEM:

TDEM
Attn: Stacia Rivera, Facilities and Property Administrator
313 E Anderson Ln
Austin, Texas 78752
Phone: 512-696-7282
Email: stacia.rivera@tdem.texas.gov

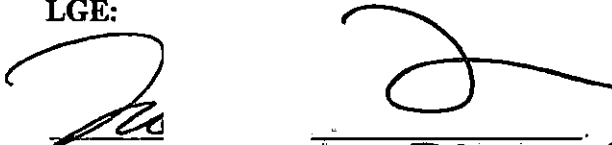
LGE

Emergency Management Coordinator
Attn: Marc Nichols
Gilmer, Texas 75644
Phone: 903-680-8366/903-240-3574
Email: marc.nichols@countyofupshur.com

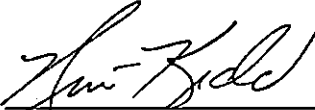
- 14) This is the entire agreement between the Parties; no oral representations made by either Party to this Agreement not reduced to writing herein shall be of any effect whatsoever.
- 15) This Agreement may be executed in multiple copies for the convenience of the Parties.

This Agreement has been approved by LGE and executed by its authorized signatory. TDEM has executed this Agreement in accordance with its governing regulations.

LGE:


Name: TODD TEFTELLER
Title: UPSHUR CO. JUDGE
Date: 1-31-2024

TEXAS DIVISION OF EMERGENCY MANAGEMENT:


W. Nim Kidd
Vice Chancellor for Disaster and Emergency Services and
Chief of the Texas Division of Emergency Management, TDEM
Date: 01/31/2023