

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

This Interlocal Agreement ("Agreement") is made and entered into between Clay County located in Clay County, Texas ("County"), 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 in the County of Clay, Texas.

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, the management of disasters and emergencies in the County of Clay is a governmental function of the County which requires communication and cooperation with the State of Texas Division of Emergency Management (TDEM), the state agency that coordinates disaster relief efforts in this State; and

WHEREAS TDEM personnel requires a location from which they may operate to coordinate state emergency response efforts in the County of Clay; and

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

WHEREAS the County Judge has determined there is available space to accommodate TDEM's request in the Clay County Public Safety Building located at 210 N. Bridge St., Henrietta, Texas 76365 and that the placement of TDEM personnel in the County Public Safety Building will constitute a benefit to the residents of Clay County.

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

I. COUNTY AGREEMENTS

To accomplish the purposes of this Agreement, the County of Clay and TDEM agree to the following:

- 1) The County through its Public Safety Building will provide office space to TDEM personnel in which they can conduct routine clerical functions connected with their emergency management efforts at the Clay County Public Safety Building located at 210 N. Bridge St., Henrietta, Texas 76365 . The County's actual designation of the office space shall be made by the County Judge. The County Judge may change the location of the designated office space within the Public Safety Building using his sole discretion. TDEM staff may utilize the staff restrooms. The County will provide TDEM one designated parking spot.

- 2) The County will provide electrical and air conditioning services and routine cleaning of the designated office space to the same extent it provides for other offices in the Public Safety Building.
- 3) The County reserves the right to utilize the workspace for its own purposes and the access granted to TDEM is not exclusive.
- 4) The County will provide access cards to the building to allow TDEM personnel 24 hours access to the facility; at the termination of this agreement the access cards will be returned to the County Judge.

II. TDEM AGREEMENTS

- 5) TDEM will identify to the County Judge a point of contact who will communicate with the County Judge related to the use of the premises under this Agreement. TDEM's current point of contact is Lance Liggett, District Coordinator, 940.882.4030.
- 6) TDEM agrees that it will be providing assistance to the County of Clay for the coordination of relief efforts in and about the County of Clay and will be utilizing the space provided in furtherance of their emergency management duties for the State.
- 7) TDEM will advise the County Judge as soon as practicable when its personnel shall be utilizing the premises 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 County computer system will be required or requested at any time.
- 9) While located at the County 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 and EMS personnel of the County of Clay.

III. JOINT AGREEMENTS

- 10) The County and TDEM recognize that there is a benefit for each of them under this Agreement and in recognition of those benefits which serve as consideration for this agreement, no charge for the use of the premises under this agreement will be made to TDEM by the County and TDEM will not make a claim for providing services under this agreement.
- 11) The employees of each of the parties under this Agreement shall at all times continue to be employees of their employing entity, and there shall be no claim by either entity that any of their employees are considered to be borrowed servants working for the other entity. Each entity under this Agreement will be responsible for the acts and omissions of its own employees performing services under this Agreement. An employee of either entity injured during the performance of duties under this Agreement shall be provided benefits by the employing agency.

- 12) This agreement shall be effective beginning January 1, 2022 and shall remain in effect until December 31, 2026.
- 13) Notwithstanding anything herein to the contrary, this Agreement shall remain in force at the pleasure of either entity; either entity may terminate this Agreement upon the issuance of a thirty-day notice to the other entity. The parties may provide notice to the following addresses:

TDEM:

TDEM
Attn: Sandra Fulenwider, Division Chief, Facilities
1033 La Posada Drive, Suite 300
Austin, Texas 78752
Phone: 512-424-2102
Email: sandra.fulenwider@tdem.texas.gov

COUNTY OF CLAY:

Clay County
Attn: Mike Campbell, County Judge
214 North Main Street
Henrietta, Texas 76265
Phone: 940-538-4651
Email: mike.campbell@co.clay.tx.us

- 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 is executed in multiple copies for the convenience of the parties.

This Agreement has been approved by Resolution of the Commissioner's Court Clay County and executed by its County Judge. TDEM has executed this Agreement in accordance with its governing regulations.

[Signatures follow on next page]

County of Clay:



Judge Mike Campbell

County Judge

Date: 12/14/2022

Texas Division of Emergency Management (TDEM)

W. Nim Kidd

Vice Chancellor for Disaster and Emergency Services and Chief of the Texas Division of Emergency Management, TDEM

Date: _____