

**INTERLOCAL AGREEMENT
BETWEEN SABINE COUNTY AND
TEXAS PARKS & WILDLIFE DEPARTMENT**

This Interlocal Agreement (“Agreement”) is made and entered into between Sabine County, a local government entity in located Sabine County, Texas

(“LGE”), and Texas Parks & Wildlife Department, an agency of the State of Texas (“TPW”) for the purpose of facilitating the provision of emergency services. The LGE and TPW 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, TPW personnel require a location from which they may operate to coordinate state emergency response, recovery, preparedness, and mitigation efforts; and

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

WHEREAS the LGE has determined there is available space to accommodate TPW’s request in the County Annex #2 Building located at 275 Mann Street

Hemphill, TX 75948 (the “Building”);

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

A. LGE AGREEMENTS

- 1) The LGE will provide office space to TPW 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 without notice to TPW. TPW staff may utilize the staff restrooms and no other common spaces in the Building.

- 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) The LGE reserves the right to utilize the space for its own purposes and the access granted to TPW hereunder is not exclusive.

- 4) The LGE will provide TPW personnel 24-hour access to the Building by key#1, which will be returned to LGE at the termination of this Agreement.

B. TPW AGREEMENTS

- 5) TPW 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. TPW's initial current point of contact for this Agreement is _____
Heath Bragg at 936-671-0437, email: heath.bragg@tpwd.texas.gov.
- 6) TPW agrees that it will be utilizing the space provided in furtherance of its clerical duties for the State.
- 7) TPW will advise the LGE as soon as practicable when its personnel shall be utilizing the space provided under this Agreement.
- 8) TPW personnel will be providing all their own equipment and communications devices and will access state computer programs utilizing their own equipment. TPW agrees that no access to the LGE computer system will be required or requested at any time. TPW may access a public or guest wireless network, if available.
- 9) While located at the LGE premises, TPW personnel shall perform their duties in a manner so as to not interfere with the other departments in building.

C. JOINT AGREEMENTS

- 10) The LGE will not charge TPW for the use of the space under this Agreement, and TPW 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 July 1, 2023 and shall remain in effect until April 30, 2026; provided, however, that the term of this Agreement may not exceed four (4) 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:

TPW:

TPW
Attn: Captain Heath Bragg
936-671-0437
Heath.bragg@tpwd.texas.gov

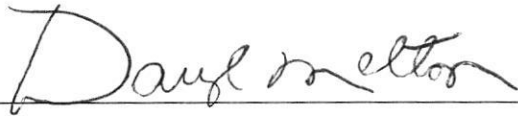
LGE

Sabine County Judge
Attn: Daryl Melton
Hemphill, Texas 75948
Phone: 409-787-3543
Email: daryl.melton@co.sabine.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 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. TPW has executed this Agreement in accordance with its governing regulations.

LGE:



Title: County Judge

Date: July 10, 2023

TEXAS PARKS & WILDLIFE:

Heath Bragg, Captain

Date: 7-10-2023