

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF BURNET, TEXAS AND TEXAS
DIVISION OF EMERGENCY MANAGEMENT**

This Interlocal Agreement ("Agreement") is made and entered into between the County of Burnet 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.

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 requires 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 emergency use; and

WHEREAS, **BURNET COUNTY** has determined there is available space to accommodate **TDEM's** request located on the property described and/or depicted on Exhibit "A" attached hereto (the "Premises");

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

I. BURNET COUNTY AGREEMENTS

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

- 1) **Burnet County** will provide the Premises to **TDEM** to utilize as a temporary site to stage, sort and dispose of all debris resulting from the flood that occurred on 7/5/2025 in Burnet County, Texas.
- 2) **Burnet County** will maintain utility services currently located on the Premises, if any.
- 3) **Burnet County** reserves the right to utilize the Premises for its own purposes and the access granted to **TDEM** is not exclusive.

II. TDEM AGREEMENTS

- 4) **TDEM** will identify to Burnet County a point of contact who will communicate with Burnet County regarding the use of the Premises under this Agreement., **TDEM's** current point of contact is

Kyle Wong, Section Chief Disaster Finance
kyle.wong@tdem.texas.gov

phone: 512-774-8840, email:

- 5) **TDEM** agrees that it will be utilizing the space provided in furtherance of their emergency management duties for the State of Texas.
- 6) **DEM** will advise Burnet County as soon as practicable when its personnel will be utilizing the Premises provided under this Agreement.
- 7) **TDEM** personnel and contractors will be providing and utilizing all of their own equipment. **TDEM** agrees that no access to Burnet County equipment will be required or requested under this Agreement.
- 8) While located at the Premises, **TDEM** personnel will 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 Burnet County.
- 9) Upon termination of this Agreement, **TDEM** will remove its equipment and any debris from the Premises in a manner so as to cause as little damage as is reasonably possible to the Premises. **TDEM** will leave the Premises clean and in a condition equal to the condition which existed on the effective date hereof, normal wear and tear excepted, and except for any damage caused by Burnet County, its employees, agents and contractors.

III. JOINT AGREEMENTS

- 10) No charge for the use of the Premises under this Agreement will be made to **TDEM** by Burnet 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 will at all times continue to be employees of their employing entity, and there will 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 will be provided benefits by the employing agency.
- 12) Either Burnet County or **TDEM** can place appropriate "No Trespassing" signage on the property described and/or depicted on Exhibit "A"
- 13) This Agreement will be effective beginning on 8/6/2025 ("Effective Date") and will remain in effect until 1/1/2026 or such time as operations are complete.
- 14) Notwithstanding anything herein to the contrary, this Agreement will remain in force at the pleasure of either entity; either entity may terminate this Agreement upon the issuance of a thirty (30) day notice to the other entity. The parties may provide notice to the following addresses:

TDEM:

Texas Division of Emergency Management

Attn: Kyle Wong, Section Chief Disaster Finance
313 E. Anderson Lane
Austin, TX 78752
Phone: 512-774-8840
Email: kyle.wong@tdem.texas.gov

Burnet County:

Burnet County
Attn: Herb Darling, POC
Phone: 512-755-1359
Email: Hdarling@burnetcountytexas.org

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

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

Burnet County:

Burnet County Judge
Honorable Bryan Wilson

By: _____

Date: _____

TDEM:

Texas Division of Emergency Management

By: _____

Date: _____

EXHIBIT "A" Premises

See attached TDMS package