

FILED
TERRI ROSS
COUNTY CLERK

120 DEC 31 AM 10:40

BY [Signature]
UPSHUR COUNTY, TEXAS
DEPUTY

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF EAST MOUNTAIN, TEXAS AND
UPSHUR COUNTY, TEXAS FOR FLOOD PLAIN MANAGEMENT**

WHEREAS, the Town Council of the City of East Mountain, Texas and the Commissioners Court of Upshur County, Texas both entities being political subdivisions of the State of Texas, have determined that it would be to the mutual advantage of both governmental entities to enhance the respective tax base within the City of East Mountain and

WHEREAS, the qualifications of properties for flood insurance under National Flood Insurance Program would provide increased marketability, increased value and thereby contribute to the mutual benefit of the respective governmental bodies; and

WHEREAS, the County of Upshur currently have, in place, the resources, including personnel and appropriate mapping, which wholly contains the limits of the City of East Mountain and can provide the services necessary and adjunct to flood plain administration; and

WHEREAS, both governing bodies have a mutual interest in providing their citizens with effective, cooperative governmental services at a reasonable cost and without wasteful duplication of services; and

WHEREAS, this interlocal agreement is made pursuant to the authority granted in Texas Government Code Chapter 791.

NOW THEREFORE, for the mutual considerations expressed above, the County of Upshur agrees to allow its County Flood Plain Administrator to be named as the City Flood Plain Administrator and to allow such person to serve in such dual capacity for the duration of this agreement. The City of East Mountain agrees to cooperate in the processing of any application within the limits of the City of East Mountain in reasonable ways and means as determined by the Flood Plain Administrator. The County Flood Plain Administrator shall remain a County employee.

In the event that there is any claim of any nature arising out of the services provided by the County to the City under this agreement, the City shall indemnify and defend the County except in instances of gross negligence or intentional misconduct.


Unless prior to sixty (60) days before the Expiration Date, the CITY or the COUNTY notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CITY or the

COUNTY, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.


EXECUTED by the Honorable Marc Covington, Mayor of the City of East Mountain, Texas pursuant to authority granted by resolution passed by Council on the 14 day of December, 2020 with 4 Council members voting for and 0 Council members voting against.

EXECUTED by the Honorable Todd Tefteller, County Judge of Upshur County, Texas pursuant to authority granted by resolution passed by Commissioners Court on the 30 day of NOV, 2020 with 4 Commissioners voting for and 0 Commissioners voting against.


EXECUTED this 14 day of December, 2020.



Marc Covington, Mayor
The City of East Mountain, Texas



Todd Tefteller, Judge
Upshur County, Texas
NOV 30, 2020

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