

MEMORANDUM OF UNDERSTANDING REGARDING
COMPENSATION OF RESERVE DEPUTIES DURING DECLARED DISASTER

This Memorandum of Understanding ("MOU") is made and entered into by Polk County, Texas, by and through its duly elected and empowered Commissioners Court ("the County"), and the Polk County Sheriff, acting by and through Byron Lyons, the duly elected Sheriff thereof. Collectively, Polk County and Polk County Sheriff may be referred to as the "Parties".

PREMISES

WHEREAS, Memorandums of Understanding are entered into by and between two parties for the purpose of outlining the obligations of each party related to a specific situation, including the performance of governmental functions and services;

WHEREAS, pursuant to Section 85.004 of the Local Government Code, the County has, through its Commissioners Court, authorized the Sheriff to appoint Reserve Deputy Sheriffs, who are unpaid and covered under a blanket bond for the Sheriff's Office;

WHEREAS, pursuant to section 86.012 of the Local Government Code, the County has, through its Commissioners Court, authorized each Constable to appoint reserve deputy Constables, who are unpaid and covered under a blanket bond for each Constable's Office;

WHEREAS, pursuant to Section 418.108 of the Texas Government Code, the County Judge may issue a Declaration of Local Disaster for up to seven days, and the Commissioners Court may extend the Declaration for up to three consecutive 30-day periods;

WHEREAS, a declaration of local disaster activates the appropriate recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans and authorizes the furnishing of aid and assistance under the declaration, effective immediately after the local state of disaster is declared;

WHEREAS, the county judge may order the evacuation of all or part of the population from a stricken or threatened area under the jurisdiction of the county judge if deemed necessary for the prevention of life or other disaster mitigation, response, or recovery;

WHEREAS, the county judge may control ingress to and egress from a disaster area under the jurisdiction of the county judge and control the movement of persons and the occupancy of premises in that area;

WHEREAS, these circumstances may necessitate the activation of additional law enforcement personnel beyond those currently employed by the county.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

1. Pursuant to this MOU, any law enforcement officer(s) currently appointed as reserve deputies by the Polk County Sheriff or a Polk County Constable are eligible to register with

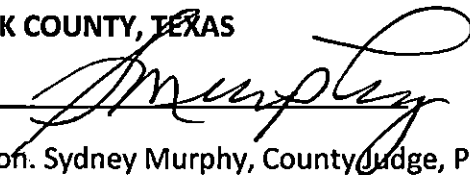
the Polk County Office of Emergency Management to provide law enforcement services in response to a declared disaster.

2. Upon recognizing the need for more law enforcement support during a declared disaster, the Polk County Judge or Polk County Emergency Management Coordinator will compile and provide a list of reserve deputies authorized to engage during the disaster to the Polk County Sheriff, along with details of critical areas needing law enforcement presence.
3. In response to receiving the list of authorized reserve deputies and details of critical areas needing law enforcement presence following the declaration of a disaster as described herein, the Polk County Sheriff is authorized to deploy the approved reserve deputies to meet the staffing needs of designated assignments, particularly when there are insufficient full-time personnel available.
4. Reserve deputies on the authorized list from Polk County Emergency Management, assigned to disaster-related duties by the Polk County Sheriff, shall receive compensation at an hourly rate of \$35 for services rendered. Compensation is contingent upon the completion of assignments specifically authorized by the Polk County Judge or the Office of Emergency Management, subject to submission and approval of a detailed timesheet by the Polk County Sheriff.
5. If any portion of this MOU shall be deemed void or invalid, the remaining portions of the MOU shall continue in full force and effect.
6. This MOU represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This MOU may not be modified, altered, changed, or amended, except by written agreement of the Parties.
7. MOU shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Polk County, Texas unless otherwise mandated by law.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 14th day of May 2024.

POLK COUNTY, TEXAS

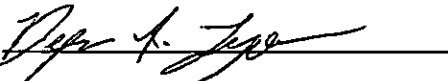
By



Hon. Sydney Murphy, County Judge, Polk County, Texas

POLK COUNTY SHERIFF

By



Hon. Byron Lyons, Sheriff, Polk County, Texas