

INTERLOCAL AGREEMENT

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between Nacogdoches County, a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Nacogdoches County Commissioners Court, and Polk County, a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Polk County Commissioners Court. This Agreement is made pursuant to Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) and Chapter 418 of the Texas Government Code (the Texas Disaster Act of 1975).

RECITALS:

The parties hereto recognize the vulnerability of the people and the communities located within Nacogdoches County, Texas and Polk County, Texas, to damage, injury, and loss of life and property resulting from natural or man-made catastrophes, riots, or hostile military or paramilitary action; and

The full and effective utilization of the resources available to Nacogdoches County and Polk County is necessary for the prompt and efficient rescue, care and treatment of persons victimized or threatened by disaster; and

The parties hereto desire to enter into an agreement to provide mutual aid assistance consistent with the mutual aid plans developed by the emergency management council and approved by the governing bodies of Nacogdoches County and Polk County;

NOW, THEREFORE, Nacogdoches County and Polk County, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I.

Nacogdoches County and Polk County shall each appoint an Emergency Management Coordinator to take all steps necessary for the implementation of this Agreement.

II.

It shall be the duty of each party to formulate emergency management plans and programs that incorporate the use of available resources, including personnel, equipment and supplies necessary to provide mutual aid assistance. The approved plan shall be submitted to the Governor's Division of Emergency Management.

In carrying out the emergency management plans and programs, the parties shall, insofar as possible, provide and follow uniform standards, practices and rules and regulations, including but not limited to the following:

- a) Warnings and signals for exercises or disasters and the mechanical devices to be used in connection therewith;
- b) Shutting off water mains, gas mains, electric power connections and the suspension of all other utility services;
- c) Selection of all materials or equipment used or to be used for emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used in or by either party hereto;
- d) The conduct of civilians and the movement and cessation of movement of pedestrians and vehicular traffic, prior to, during and subsequent to exercises or disasters; and
- e) The safety of public meetings or gatherings.

Each party is responsible for the coordination of all emergencies occurring within its jurisdiction.

Either party, when requested to provide mutual aid assistance, shall take such action as is necessary to provide and make available the resources covered by the Agreement in accordance with the terms hereof, provided however, the entity rendering aid may withhold resources to the extent necessary to provide other necessary governmental functions. Either party, while performing services enumerated herein, shall have the same powers, duties, rights, privileges and immunities as if it were performing said duties within its jurisdiction. Emergency management forces will continue under the command and control of their regular command structure, but the organizational units will come under the operational control of the emergency management authorities of the party receiving assistance.

Each request for mutual aid assistance shall be made through the Emergency Management Office of the party requesting aid, after approval by the requesting party's chief executive or governing body, to the Emergency Operating Center ("EOC") of the party, if mobilized, or the County's sheriff. The regional headquarters of the Texas Department of Public Safety shall be notified immediately whenever mutual aid is requested pursuant to the Agreement.

III.

The party requesting assistance under this Agreement shall be responsible for reimbursing all agreed upon expenditures incurred by the assisting party in the provision of mutual aid. This reimbursement shall constitute full compensation for all services rendered, ensuring that the assisting party is not obligated to bear any financial burden. There shall be no liability on either party for any failure to allocate funds for the provision of aid. The only recourse for a breach in providing the agreed aid, as stipulated in this Agreement, is termination of the Agreement.

IV.

Neither party waives or relinquishes any immunity or defense on behalf of itself, officers, employees and agents as a result of its execution of this Agreement and the performance of the covenants contained herein.

V.

This Agreement shall continue in force and remain binding on each party until such time as the governing body of either Nacogdoches County or Polk County terminates said Agreement. It is mutually agreed that the party requesting termination shall notify the other party, in accordance with the notice provision contained in Section VI, at least 90 days prior to any action taken by either County Commissioners Court.

VI.

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage affixed and duly certified, return receipt requested, in a United States post office, addressed to the Polk County or Nacogdoches County at the following addresses.

To Polk County: Judge Sydney Murphy
Polk County Judge
101 W. Church St, 3rd Floor
Livingston, TX 77351

To Nacogdoches County: Judge Greg Sowell
Nacogdoches County Judge
101 W. Main St, Ste 170
Nacogdoches, TX 75961

Either party may designate a different address by giving the other party ten days' written notice.

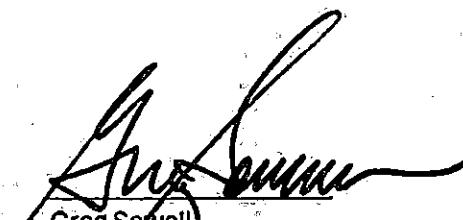
VII.

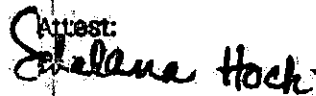
This Agreement and the obligation of the parties hereto are subject to all applicable rules, regulations, and laws of the State of Texas.

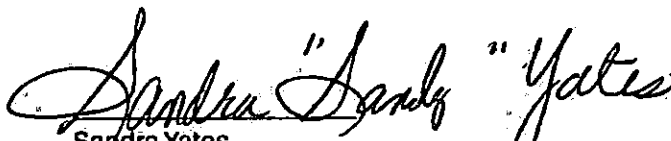
IN WITNESS WHEREOF, Nacogdoches County and Polk County have made and executed this Agreement in duplicate counterparts, each of which is an original.

SIGNED this the 28th day of May 2024.


Sydney Murphy
Polk County Judge


Greg Sowell
Nacogdoches County Judge

Attest:

Schelana Hock
Polk County Clerk


Sandra Yates
Nacogdoches County Clerk