



POLK COUNTY, TEXAS

INTERGOVERNMENTAL EMERGENCY MUTUAL AID AGREEMENT

**By and Between
POLK COUNTY, TEXAS
And
THE CITY OF ONALASKA, TEXAS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Texas law authorizes local governments to contract with each other to provide services. Polk County, Texas, a County duly created and empowered under the laws of the State of Texas (County) and the City of Onalaska, a City incorporated and empowered under the laws and regulations of the State of Texas (City), known collectively as the “Parties”; and

WHEREAS, Texas law and state policy also provide for certain reimbursements or financial aid to local government for certain natural disasters or emergency conditions declared by the Governor; and

WHEREAS, the cities of Livingston and Onalaska employ their own Emergency Management Coordinators, the cities of Corrigan, Goodrich, and Seven Oaks do not employ an Emergency Management Coordinator of their own, but rather each use the **COUNTY**’s Emergency Management Coordinator; and

WHEREAS, Polk County has experienced numerous natural disasters that have necessitated the removal and reduction of disaster debris as well as monitoring of the disaster debris removal operations. Parties agree the clean-up and rebuilding process should begin as soon as possible after a disaster in order to expedite recovery. Parties believe this agreement will greatly expedite the disaster recovery process by lessening the time it takes to remove disaster debris from affected areas, which will allow citizens to begin the rebuilding process; and

WHEREAS, the **COUNTY AND CITY**, find it to be in their best interest to have such mutual aid agreements with other local governmental bodies in the state and the region.

NOW, THEREFORE, in consideration of the covenants and undertakings hereinafter described,
Mutual Aid Agreement

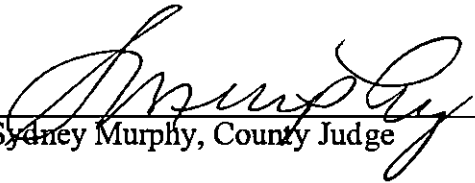
it is agreed:

1. The **COUNTY AND CITY** hereby agree to provide, through its Emergency Management Coordinator, such mutual aid as may be requested by a governmental unit which has emergency conditions of a natural disaster as defined by Texas law. The aid rendered shall be to the extent of available personnel and equipment not required for the minimum needs of the **COUNTY AND CITY**. The judgment of the Emergency Management Coordinator or their designee shall be final as to the personnel and equipment available.
2. Personnel dispatched to aid another jurisdiction shall at all times remain employees of the governmental entity of which they are employed, either the **COUNTY** or **CITY** respectively, but will, for the duration of the job for which they are dispatched, be supervised by the Emergency Management Coordinator of the requesting jurisdiction. At no time will said supervision create an employee/employer relationship between the personnel dispatched from one governmental entity and the requesting jurisdiction. The **COUNTY AND CITY** retain the right to withdraw any and all aid rendered upon direction of the supervising Emergency Management Coordinator.
3. The Emergency Management Coordinator will provide a list of hourly rates and equipment costs, and hours worked for all such aid rendered to the requesting jurisdiction for all actual costs, and the requesting jurisdiction agrees to compensate such claim for costs incurred as expeditiously as possible.
4. **COUNTY** has included coverage for **CITY** in its pre-positioned disaster debris removal and monitoring/consulting contracts. Therefore, **CITY** hereby agrees to reimburse **COUNTY** for **CITY**'s actual local cost share for disaster debris removal and monitoring operations performed by **COUNTY**'s personnel or contractors within the jurisdictional boundaries of **CITY**. In the event **CITY** requests assistance with disaster debris removal from **COUNTY** and reimbursement for debris removal and monitoring is not granted to **CITY** under a federal disaster declaration and/or FEMA Public Assistance, **CITY** hereby agrees to, out of **CITY**'s own budget, reimburse **COUNTY** for **CITY**'s share of debris removal and monitoring/consulting done within **CITY**'s jurisdictional boundaries.
5. **CITY** further hereby agrees to reimburse **COUNTY**, out of the federal aid contemplated by section 4 above, or **CITY**'s own budget, for any costs associated with **COUNTY**'s employees or contractors having to separate debris not properly sorted, according to current FEMA standards, by residents of **CITY**.

6. The **COUNTY AND CITY** will maintain workers' compensation coverage for its employees and liability coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement. The requesting jurisdiction agrees to maintain adequate liability insurance under state law and to hold harmless and indemnify the **COUNTY AND CITY** for any and all claims occurring while its personnel and equipment are working under the direction of the Emergency Management Coordinator of the requesting jurisdiction. These indemnities shall include attorney's fees and costs that may arise from providing aid pursuant to this Agreement.
7. The purpose of these recitals is to ensure that the **COUNTY AND CITY** are reimbursed all costs and assume no additional liabilities as a result of this Agreement. Neither party to this Agreement shall be liable for its failure or refusal to render aid pursuant to this Agreement. The Emergency Management Coordinator shall in their sole discretion determine the manner in which such emergency aid may be used.
8. In addition to the cooperation between the parties contemplated in this Mutual Aid Agreement, the parties further agree to cooperate as contemplated in the Disaster Debris Monitoring and Removal Contracts, which are attached hereto as Exhibit "A" and incorporated by reference as if fully recited herein.
9. This Agreement shall be for a term of one (1) year, commencing on the date hereof, and shall automatically renew for subsequent and successive one (1) year periods, unless either party gives written notice of its intention to terminate the Agreement pursuant to section 10 below.
10. **COUNTY** may terminate this agreement for any reason, with or without cause, by providing not less than thirty (30) days written notice to **CITY**. This notice shall be effective when delivered to **CITY** by hand delivery or by regular US mail. In the event of such termination, **CITY** remains obligated to pay its cost share for any goods or services properly delivered and/or properly performed under this agreement up to the date of termination. However, once **CITY** receives notice of **COUNTY**'s election to terminate, **CITY** shall cease any requests for continuation of goods and shall cease utilizing further services or incurring additional expenses pursuant to this agreement. **CITY** hereby recognizes it has received good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in exchange for **COUNTY**'s right to terminate this agreement with or without cause.

The foregoing agreement was approved by the Commissioners Court of Polk County at its duly announced public meeting held this the 11 day of June 2024.

THE COUNTY OF POLK

By: 
Sydney Murphy, County Judge

ATTEST:


Schelana Hock, County Clerk

The foregoing Agreement was approved by the City Council of the City of Onalaska at its duly announced public meeting held this the 11 day of June 2024.

THE CITY OF ONALASKA

By: _____
James Arnett, Mayor

ATTEST:

Angie Stutts, City Secretary



POLK COUNTY, TEXAS

INTERGOVERNMENTAL EMERGENCY MUTUAL AID AGREEMENT

**By and Between
POLK COUNTY, TEXAS
And
THE CITY OF GOODRICH, TEXAS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Texas law authorizes local governments to contract with each other to provide services. Polk County, Texas, a County duly created and empowered under the laws of the State of Texas (County) and the City of Goodrich, a City incorporated and empowered under the laws and regulations of the State of Texas (City), known collectively as the "Parties"; and

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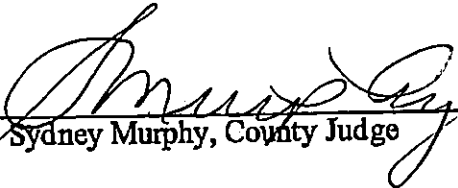
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The foregoing agreement was approved by the Commissioners Court of Polk County at its duly announced public meeting held this the 11 day of June 2024.

THE COUNTY OF POLK

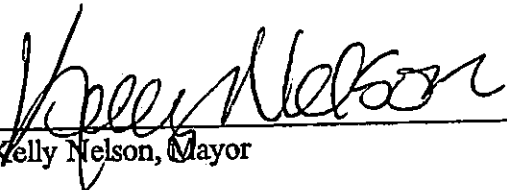
By: 
Sydney Murphy, County Judge

ATTEST:


Schelana Hock, County Clerk

The foregoing Agreement was approved by the City Council of the City of Goodrich at its duly announced public meeting held this the 21st day of May 2024.

THE CITY OF GOODRICH

By: 
Kelly Nelson, Mayor

ATTEST:


Felicia Garrett, City Secretary