



POLK COUNTY, TEXAS

INTERGOVERNMENTAL EMERGENCY MUTUAL AID AGREEMENT

**By and Between
POLK COUNTY, TEXAS
And
THE CITY OF CORRIGAN, 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 dually created and empowered under the laws of the State of Texas (County) and the City of Corrigan, a city incorporated and empowered under the laws and regulations of the State of Texas (City); 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 **COUNTY AND CITY**, finds it to be in its best interest to have such mutual aid agreements with other local governmental bodies in the state and region,

NOW, THEREFORE, in consideration of the covenants and undertakings hereinafter described, it is agreed:

1. The **COUNTY AND CITY** hereby agrees 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 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 remain Employees of the **COUNTY AND CITY** but shall work under the supervision of the Emergency Management Coordinator of the requesting jurisdiction. The **COUNTY AND CITY** retains the right to withdraw any and all aid rendered upon direction of the 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. 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.
5. The purpose of these recitals is to insure that the **COUNTY AND CITY** is reimbursed all costs and assumes no additional liabilities as a result of this agreement. Neither party to this agreement shall be liable for its failure to render aid pursuant to this agreement. The Emergency Management Coordinator shall in their sole discretion determine the manner which such emergency aid may be used.
6. 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 intent to terminate the Agreement to the other not less than sixty (60) days prior to the expiration of the then existing term. This notice shall be effective when delivered to the other party by hand delivery or by regular US mail. Each party is entitled to terminate this Agreement, pursuant to the terms herein contained, at any time and for any lawful reason. Upon termination of this Agreement, **COUNTY AND CITY** funds shall cease immediately.

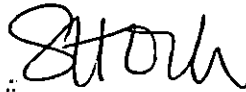
The foregoing agreement was approved by the Commissioners Court of Polk County at its duly announced public meeting held this the 23 day of July 2024.

THE COUNTY OF POLK



Sydney Murphy, County Judge

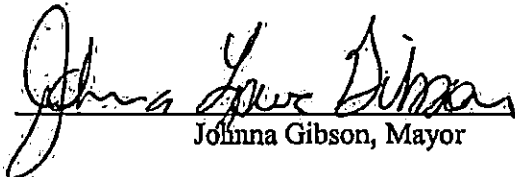
ATTEST:



Schelena Hock, County Clerk
Schelena


The foregoing agreement was approved by the City Council at its duly announced public meeting held this the 16 day of July 2024.

THE CITY OF CORRIGAN



Johnna Gibson, Mayor

ATTEST:



Darrian Hudman, City Manager

