

**INTERLOCAL AGREEMENT**

COUNTY OF HOPKINS, TEXAS       §  
  §  
NORTH HOPKINS                               §  
INDEPENDENT SCHOOL DISTRICT       §

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the County of Hopkins, Texas (the "County"), acting by and through its governing body, and the North Hopkins Independent School District (the "District"), acting by and through its governing body, (collectively, hereinafter sometimes referred to as "Party" or "Parties"). This Agreement is made pursuant to Chapter 791 of the Texas Government Code (the "Texas Interlocal Cooperation Act") and Chapter 418 of the Texas Government Code (the "Texas Disaster Act of 1975") to the extent they apply to this Agreement.

**RECITALS:**

The Parties hereto recognize the vulnerability of the people, communities and schools located within the District and the County, to damages, injuries, and loss of life and property resulting from natural or man-made catastrophes, riots, or hostile military or paramilitary actions, pandemic, and other emergencies.

The full and effective utilization of the resources available to the County and the District are necessary for the prompt and efficient rescue, care, and treatment of persons victimized or threatened by disaster.

Chapter 791 of the Texas Government Code authorizes interlocal agreements between local governmental entities such as the County and the District. Such Chapter also authorizes such entities to enter into interlocal agreements for emergency assistance; governmental functions and services, including police protection and detention services, public health and welfare, planning, administrative functions, and other governmental functions in which the contracting entities are mutually interested.

Chapter 418 of the Texas Government Code provides that political subdivisions may render aid to other subdivisions under mutual aid agreements.

The County and the District find that entering into interlocal agreements for mutual aid, emergency assistance, governmental functions, police protection and detention services, public health and welfare, planning, administrative functions, and other governmental functions serve a public purpose of both the County and the District.

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

The County and the District shall each appoint a person to take all steps necessary for the implementation of this Agreement.

It shall be the duty of each Party to formulate plans and programs that incorporate the use of available resources, including personnel, equipment, buildings, and supplies necessary to provide mutual aid, emergency assistance, governmental functions, police protection, public health and welfare, planning, administrative functions, and other governmental functions.

This Agreement shall apply to the dispatch of requests for service responses by either or both Parties, including a dispatch for emergency services in response to a disaster as that term is defined in Section 418.004 of the Texas Government Code, and in response to actual and imminent incidents that endanger the health, safety, or welfare of the public and require the use of special equipment, trained personnel, or personnel in larger numbers than are locally available, in order to reduce, counteract, or remove the danger caused by the incident.

This Agreement includes the provision of materials, supplies, equipment, and other forms of aid by and between the Parties, including the staffing and equipping of emergency operations, and participation by personnel in exercises, drills, or other training activities designed to train and prepare for, cope with, respond to, or prevent the occurrence of any disaster.

In carrying out assistance 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, and electric power connections, and the suspension of all other utility services.
- C. Selection of all materials, equipment, or buildings used or to be used for emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used by either Party hereto.
- D. The conduct of civilians and the movement and cessation of movement of pedestrian and vehicular traffic prior to, during, and subsequent to exercises or disasters.
- E. The safety of public meetings or gatherings.
- F. Use of motor vehicles, including buses.

- G. Reimbursement for either entity may be carried out through a pre/post agreement which will be paid through grant funding or general fund.

I.

Either Party, when requested to provide mutual aid or assistance, may take such action as is necessary to provide and make available the resources covered by this Agreement; provided, however, the Party rendering aid (the "Responding Party") to the Party receiving assistance (the "Requesting Party") may withhold resources to the extent the Responding Party deems necessary.

When a request for assistance is received, administrative personnel, employees, law enforcement, fire, emergency response personnel, and other resources shall be subject to the command and control of their respective agencies. However, the respective agencies shall coordinate their responses and resources through the authorities of the Requesting Party. Any request for aid shall specify the amount and type of resources requested. However, the Responding Party shall determine the specific resources furnished. The personnel and resources deployed by the

Responding Party shall report to the officer in charge of the incident and report through the incident chain of command. The Responding Party shall be released by the Requesting Party when the reserves of the Responding Party are no longer required or when the resources are needed within the Responding Party's normal service area.

Each request for assistance shall be made through the person designated by the Requesting Party. In the event of rapidly developing emergencies occurring within the jurisdiction of the Requesting Party and near the Requesting Party's boundary, the Responding Party's law enforcement and/or emergency responders will respond as they are able, without the prior request of the Requesting Party, as provided by applicable law. The Responding Party's emergency response units will establish control of the scene. The Responding Party and staff representing other governmental entities requested to provide mutual assistance will provide assistance and resources as available in accordance with the existing emergency management plans and programs. The Responding Party's resources will remain on the scene as needed.

Nothing in this Agreement shall be construed as making either Party responsible for the payment of compensation and/or any benefits, including health, property, motor vehicle, or workers' compensation, disability, death, and dismemberment insurance for the other Party's employees and/or equipment. Nothing contained in this Agreement shall be construed as making the Requesting Party responsible for wages, materials, logistical support, equipment, or related travel expenses incurred by the Responding Party.

The mutual obligations herein shall constitute full compensation for all services, and neither Party shall be entitled to any reimbursement for assistance hereunder unless agreed upon prior to incident management. Neither Party shall have any liability for failure to expend funds to provide aid hereunder.

Each Party understands and agrees that both Parties have certified funds under this Agreement, and neither Party shall have a cause of action for money against the other Party under this Agreement irrespective of the nature thereof. The sole remedy for failure to provide aid in accordance with this Agreement or for breach of any provision of this Agreement is termination.

## II.

Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein. Furthermore, no provision in this Agreement shall prohibit either Party from seeking financial aid or in-kind reimbursement from any state or federal agency or program.

Pursuant to Section 421.062 of the Texas Government Code, the Responding Party is not responsible for any civil liability that arises from any act or omission made within the course and scope of its functions to provide a service under this Agreement that is related to a Homeland Security activity. The Parties understand and agree that the Requesting Party does not assume civil liability under any theory of law for the actions of the Responding Party in providing services hereunder. All property damaged or destroyed is the financial responsibility of the owner and may be recovered through insurance acquired by the owner, or through any other resources available to the owner. The Requesting Party is not responsible for damage to equipment or injury to any person, or for the actions of the Responding Party.

## III.

This Agreement shall continue in force and remain binding on each Party until such time as the governing body of District or the County terminates this Agreement. The Parties mutually agree that the Party requesting termination shall notify the other Party at least thirty (30) days prior to any action taken to terminate this Agreement by either Party.

## IV.

Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is deposited with a United States post office, with proper postage affixed thereto via certified mail, return receipt requested, addressed as shown below:

To the District: 1994 Farm Road 71W, Sulphur Springs, Texas 75482-0415  
Attention: Superintendent

To the County: 118 Church St., Sulphur Springs, Texas 75482  
Attention: Office of the County Judge

Either Party may designate a different address by giving the other Party ten (10) days written notice.

**V.**

The Parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement. In case any one or more provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**VI.**

This Agreement shall be construed in a manner consistent with the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the Texas Disaster Act of 1975, Chapter 418 of the Texas Government Code, as they may hereafter be amended.

**VII.**

Mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Hopkins County, Texas.

**VIII.**

This Agreement is not intended to be an exclusive agreement, and each Party may enter into other similar agreements.

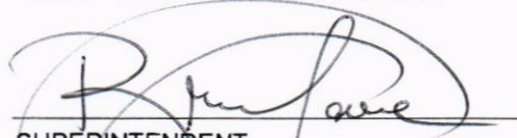
IN WITNESS WHEREOF, this instrument has been executed on behalf of the North Hopkins Independent School District, by a duly authorized representative of the District, and on behalf of the County of Hopkins, Texas, by an authorized representative.

APPROVED by the Hopkins County Commissioners' Court at the regularly scheduled meeting on this the 27 day of September, 2021.

**HOPKINS COUNTY  
STATE OF TEXAS**

  
\_\_\_\_\_  
COUNTY JUDGE

**NORTH HOPKINS  
INDEPENDENT SCHOOL DISTRICT**

  
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SUPERINTENDENT