### Page 1 of 1 [Interlocal Agreement]

#### INTERLOCAL AGREEMENT

FOR PANOLA COUNTY, TEXAS State of Texas §
County of PANOLA§

This Interlocal Agreement ("Agreement") is entered into by and between Panola County and Shelby County, Texas located along the boundary of both counties.

#### **RECITALS**

Each county wishes to make suitable arrangements for providing assignment of 9-1-1 physical county and provisioning boundary, and are so authorized and make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act.)

The Counties recognize that a formal agreement for designating the County boundaries would allow for better coordination of effort, and thus desire to enter into an agreement to provide mutual aid.

NOW, THEREFORE, Panola and Shelby County agree as follows: TERMS

- 1. Recitals. The recitals set forth above are true and correct.
- 2. Costs. <u>Shelby County, Texas</u> agrees to compensate Panola County in the amount of **\$0.00** per year.
- 3. Work Plan. Panola County may perform this responsibility through the use of its county staff, contractors, or Interlocal Agreement with another jurisdiction at the sole discretion of Panola County.
- 4. Boundary Assignment: Except as modified elsewhere within this document or in official actions taken by either County and referenced by this document, Panola County will utilize the agreed-upon county and provisioning boundary for the 9-1-1 addressing and emergency service responding purposes only. Furthermore, where deemed appropriate or necessary by Panola County, these responsibilities will be executed in consultation with Shelby County; however, for all boundaries agreed-upon this will not effect change for any taxing or other legal purposes.
- 5. Termination. It is agreed that either County hereto shall have the right to terminate its Participation in this Agreement upon thirty (30) days written notice to the other County hereto.
- 6. Term. This Agreement shall become effective as to each County when approved and executed by that County. This Agreement shall continue in force and remain binding on each County until such time as the governing body of a County terminates or amends its

participation in this Agreement.

### Page 2 of 2 [Interlocal Agreement]

- 7. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
- 8. Disclaimer. It is agreed by both Counties that all duties performed by Panola County or its authorized agents as part of this agreement will be performed based on the information available in the Panola County 911 Addressing database. Any resulting address assignments, re-addressing, boundary updates, or other such resulting products, including maps and datasets showing information about roads, addresses, and boundaries will be provided by Panola County with the information available in the Panola County 911 Addressing database. This data, however, is understood to be provided by the County without guarantee of accuracy of data. This data is not intended to imply property ownership. It is not intended to imply legal or contractual obligations in any respect; it is not an express or implied warranty. Furthermore, any maps or other products produced by Panola County or with data from the Panola County 911 Addressing database that may be construed to represent property boundaries are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. Such a map or other product does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
- 9. Warranty. The Agreement has been officially authorized by the governing body of each County hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective County to this Agreement.
- 10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in the County to which this Agreement pertains.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

Panola County, Texas:	Shelby County , Texas:
Deux Cenderson	allism Harlism
Panola County Judge Date: 3-/-2022	Shelby County Judge
Date: 3-/-2022	Date: 2/9/8022

ATTEST:

ATTEST:

County Clerk Date: 311 2 2 COUNTY TEXAS ALLEGATION OF TEXAS ALLEGA

County Clerk
Date:











