

## **INTERLOCAL AGREEMENT**

STATE OF TEXAS       §

COUNTY OF PANOLA   §

**WHEREAS**, the County of Panola, Texas, hereinafter called "County" and the Panola County Emergency Service District #1, hereinafter called "ESD", desire to enter into an agreement concerning the position of the Panola County Fire Marshal/Emergency Management Coordinator; and

**WHEREAS**, V.T.C.A. Government Code Chapter 791 provides authorization for Interlocal Cooperation Contracts;

**NOW, THEREFORE, THIS AGREEMENT** is hereby made and entered into by the County and ESD for the mutual consideration stated herein.

### **WITNESSETH:**

#### **I.**

The effective date of this agreement shall be the same date the last of the two parties accepts the agreement.

#### **II.**

This agreement shall continue annually or shall terminate with a one year notice by either party.

#### **III.**

For the purposes and consideration stated and contemplated, the County shall provide the personnel as outlined in the Panola County Fire Marshal /Emergency Management Coordinator job description necessary for the operation of this position.

#### **IV.**

The E.S.D. will provide to Panola County \$25,000.00 per year to supplement the wages of the Panola County Fire Marshal/E.M.C. In addition the E.S.D. will provide additional funds to Panola County for the equipment (i.e. vehicle) as needed to maintain the appropriate functioning of this office.

#### **V.**

The E.S.D. agrees to indemnify and save harmless the County from any liability or damages the County may suffer as a result of claims, demands, costs or judgments against the County arising out of the performance of the services under this agreement or arising from any accident, injury or damage whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this agreement, except for any liability or damages caused by the negligence of the County, its agents, officers and/or employees.

**VII.**

This agreement represents the entire agreement between the County and the E.S.D. and supersedes all prior agreements either written or oral. This agreement may be amended only by written instrument signed by the County and the E.S.D.

**VIII.**

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

**IX.**


In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

**X.**

The undersigned officers of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement if the agreement is approved by the elected governing bodies of the respective parties in open meetings, properly called under the Texas Open Meetings Act.

**EXECUTED** in duplicate originals by the County of Panola on the 15 day of March, 2022.

**COUNTY OF PANOLA**

By:   
David L. Anderson, County Judge

**APPROVED** by the E.S.D. on the 15 day of March, 2022.

By: 