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INTERLOCAL AGREEMENT BETWEEN DAWSON INDEPENDENT SCHOOL DISTRICT AND NAVARRO COUNTY FOR PUBLIC INFORMATION OFFICER AND EMERGENCY COMMUNICATION SERVICES

This Interlocal Agreement for **Public Information Officer and Emergency Communication Services** ("Agreement") is entered into by and between **Dawson Independent School District** ("District"), a Texas independent school district and political subdivision of the State of Texas, and **Navarro County**, Texas ("County"), a political subdivision of the State of Texas. The District and County may each be referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governmental entities to contract with one another to perform governmental functions and services that each party is authorized to perform individually;

WHEREAS, House Bill 33, 89th Texas Legislature, Regular Session (2025), known as the Uvalde Strong Act, amended Texas law to establish additional requirements regarding emergency preparedness, response, coordination, and communications for school districts;

WHEREAS, Section 418.332 of the Texas Government Code requires each independent school district to employ or appoint a public information officer who obtains certification in emergency communications from the Texas Division of Emergency Management ("TDEM") and completes the continuing education required by Section 418.333 of the Texas Government Code;

WHEREAS, for purposes of these statutory requirements, a "public information officer" is an individual employed or appointed by a state agency or local government entity whose duties include communicating with the public during a disaster regarding the disaster;

WHEREAS, the County employs or otherwise has available a public information officer who has obtained, or will timely obtain and maintain, the emergency communications certification and continuing education required by applicable law ("County PIO");

WHEREAS, the District desires to appoint the County PIO to also serve as the District's public information officer for purposes of Sections 418.332 and 418.333 of the Texas Government Code and other applicable emergency-communications requirements;

WHEREAS, the County is willing to make the County PIO available to the District and the administration for such purposes, subject to the terms and limitations of this Agreement; and

WHEREAS, the Parties intend this Agreement to serve as a temporary, interim measure that enables the District to comply with applicable law while the District pursues the employment or appointment, and TDEM certification, of its own public information officer: and

WHEREAS, the Parties find that coordinated emergency communications will promote public safety, facilitate timely and accurate information during emergencies, improve coordination among local governmental entities and first responders, and serve a public purpose benefiting the residents, students, employees, and communities served by both Parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

ARTICLE 1
PURPOSE AND AUTHORITY

1.1 **Purpose**. The purpose of this Agreement is to establish a cooperative arrangement under which the County will make the County PIO available to provide public information and emergency communication services for the District and under which the District may appoint the County PIO as the District's public information officer for purposes of Chapter 418 of the Texas Government Code, including Sections 418.332 and 418.333. The Parties intend this arrangement to be temporary and transitional in nature.

1.2 **Authority**. This Agreement is entered into pursuant to Chapter 791 of the Texas Government Code and other applicable Texas law.

1.3 **Governmental Functions**. The Parties acknowledge that emergency management, emergency communications, public safety coordination, and the dissemination of public information relating to disasters and emergencies constitute governmental functions and services that the Parties are authorized to perform.

1.4 **Changes in Law.** The Parties jointly acknowledge respective legal obligations to comply with all applicable state and federal regulations relating to this agreement. District and County acknowledge that future legislation and Attorney General Opinions may be inconsistent with terms of this Agreement. In such event, either party may request a modification to this Agreement to reflect the new legislation or opinion. If the other party is unwilling to amend this Agreement to reflect the new legislation or opinion, then the requesting party may, upon giving 30 (thirty) days written notice to the other party, terminate this Agreement.

ARTICLE 2
APPOINTMENT OF PUBLIC INFORMATION OFFICER

2.1 **Appointment**. Subject to the County's approval and the terms of this Agreement, the District hereby appoints **ERIC MEYERS** ("Designated PIO"), currently serving as **Emergency Management Coordinator of the Navarro County Office of Emergency Management**, to serve as the District's public information officer for purposes of Sections 418.332 and 418.333 of the Texas Government Code. The Parties acknowledge that this appointment is intended to satisfy the requirement that the District employ or appoint a public information officer under Section 418.332.

2.2 **Change in Designated PIO**. If the Designated PIO ceases to serve in the applicable position with the County, becomes unavailable to perform the services contemplated by this Agreement, or no longer satisfies applicable certification or training requirements, the County shall notify the District as soon as reasonably practicable. The Parties may designate a replacement PIO by written agreement of the County Judge or designee and the District Superintendent or designee, provided that any replacement PIO satisfies or timely completes all applicable statutory certification and continuing education requirements. Such designation shall not require a formal amendment to this Agreement unless otherwise required by law or the Parties' respective policies.

2.3 **No Exclusive Appointment**. Nothing in this Agreement prohibits the District from appointing one or more District employees or other qualified individuals to assist the Designated PIO or to serve as an additional or replacement PIO as permitted by law.

2.4 **Non-Exclusive Service: Other Governmental Entities.** The District acknowledges and agrees that the County may enter into the same or similar agreements with other school districts or governmental entities, and that the Designated PIO may serve as the employed or appointed public information officer for multiple entities as permitted by law. The Designated PIO's services to the District under this Agreement are non-exclusive, and nothing in the Agreement grants the District any priority over, or right to object to, the Designated PIO's service to any other entity. If an emergency, disaster, or other incident affects more than one entity served by the Designated PIO, the County shall allocate and prioritize the Designated PIO's services in its sole discretion in accordance with Section 5.6.2.

ARTICLE 3
CERTIFICATION AND TRAINING OF PUBLIC INFORMATION OFFICER

3.1 **Required Certification**. The County shall ensure that the Designated PIO has obtained, or timely obtains, the certification in emergency communications required by Section 418.333 of the Texas Government Code and applicable TDEM requirements.

3.2 **Continuing Education**. The County shall ensure that the Designated PIO timely completes the continuing education in emergency communications required by Section 418.333 and applicable TDEM rules and requirements.

3.3 **Documentation**. Upon reasonable request, the County shall provide the District documentation sufficient to verify the Designated PIO's required certification and continuing education, including records reasonably necessary for the District to maintain and submit the compliance records required of the District by Section 418.334 of the Texas Government Code. The Parties acknowledge that the District, as an entity subject to Section 418.332 of the Texas Government Code, retains responsibility for maintaining and submitting its own compliance records under Section 418.334, and nothing in this Agreement transfers that responsibility to the County.

3.4 **Loss or Lapse of Qualification**. The County shall notify the District if the County becomes aware that the Designated PIO's required certification has expired, lapsed, been suspended, or otherwise ceased to satisfy applicable statutory requirements within 30 days or as soon as practicable once notice is received.

ARTICLE 4
SERVICES OF DESIGNATED PIO

4.1 **General Services**. Subject to the terms of this Agreement, the Designated PIO may provide the following emergency communication services to the District:

4.1.1 The Designated PIO will assist the District in planning and preparing for communications during disasters, emergencies, active shooter incidents, and other critical incidents.

4.1.2 The Designated PIO will coordinate, as appropriate, with the District Superintendent or designee, District personnel, County officials, emergency management personnel, law enforcement agencies, fire departments, emergency medical services providers, and other responding agencies.

4.1.3. The Designated PIO will assist in establishing or participating in a Joint Information System or Joint Information Center when appropriate.

4.1.4. The Designated PIO will prepare, coordinate, review, and disseminate public information concerning an emergency or disaster affecting the District.

4.1.5. The Designated PIO will assist with media inquiries and media briefings related to an emergency or disaster.

4.1.6. The Designated PIO will assist the District in providing clear, accurate, timely, and coordinated emergency information to students, parents, employees, the media, and the public.

4.1.7. The Designated PIO will assist in correcting inaccurate or misleading information regarding an emergency when reasonably necessary.

4.1.8. The Designated PIO will participate, when reasonably available and agreed upon by the Parties, in emergency preparedness exercises, drills, planning meetings, or after-action reviews involving emergency communications.

4.1.9 The Designated PIO will perform other emergency communication duties mutually agreed upon by the Parties and consistent with applicable law.

4.1.10 The Designated PIO will assist in advising on measures that will help the District ensure the use of standardized response protocol terminology, developed in coordination with the Texas School Safety Center, to facilitate communication between law enforcement, emergency services, district employees, and the public.

4.2 **District Communication Systems**. The District retains responsibility for its routine communication systems and operations, including its website, social media accounts, parent notification systems, emergency notification systems, and other District-controlled communication platforms, unless otherwise specifically agreed by the Parties. The District shall provide the Designated PIO reasonable access to District information and communication resources necessary to perform services under this Agreement during an emergency.

4.3 **Routine Communications**. Unless otherwise agreed in writing, this Agreement does not require the County or Designated PIO to perform the District's routine public relations, marketing, open records, community relations, or day-to-day communication functions. The primary purpose of this Agreement is emergency and disaster communications and compliance with applicable emergency-communications requirements.

ARTICLE 5
EMERGENCY ACTIVATION AND COORDINATION

5.1 **Activation**. The District Superintendent or designee may request activation of the Designated PIO when an emergency, disaster, active shooter incident, or other critical incident occurs or is reasonably anticipated to affect the District. The Parties may establish additional administrative procedures identifying contact information, notification procedures, communication protocols, and alternate contacts.

5.2 **Incident Command**. During an emergency, the Designated PIO shall perform services consistent with the National Incident Management System, Incident Command System, applicable emergency management plans, and any established Joint Information System or Joint Information Center.

5.3 **Coordination of Information**. The Parties recognize the importance of providing consistent and accurate information during an emergency. The Designated PIO shall coordinate District-related communications with the District Superintendent or designee and, as appropriate, the applicable incident commander, emergency management coordinator, law enforcement agency, and other responding entities.

5.4 **District Approval**. Except when immediate communication is necessary to protect life or safety or when otherwise required by an applicable incident command structure or law, public statements made specifically on behalf of the District should be coordinated with and approved by the District Superintendent or designee.

5.5 **Confidential and Sensitive Information**. The Designated PIO shall not knowingly disclose confidential information, personally identifiable student information, law-enforcement-sensitive information, security-sensitive information, or other information protected from disclosure by applicable state or federal law. Nothing in this Agreement requires either Party to disclose information prohibited from disclosure by law.

5.6 **PRIORITY AND AVAILABILITY**

5.6.1 **Reasonable Availability**. The County will use reasonable efforts to make the Designated PIO available to the District when requested under this Agreement.

5.6.2. **Concurrent Emergencies**. The Parties acknowledge that a disaster or emergency affecting the District may also affect Navarro County generally and may require the Designated PIO to perform responsibilities for the County and other governmental entities. If simultaneous emergencies or competing public safety needs occur, the County shall have sole discretion to prioritize the Designated PIO's services based upon the severity of the incidents, threats to life and safety, the applicable incident command structure, available resources, and other relevant emergency-management considerations. The Parties acknowledge and agree that the Designated PIO's duties and responsibilities to the County and its residents shall take priority over services to the District, and the District shall have no claim against the County or Designated PIO arising from such prioritization.

5.6.3. No Guarantee of Continuous Availability. The County does not guarantee that the Designated PIO will be physically present at a District facility or continuously available during every emergency. When physical presence is not reasonably possible, the Designated PIO may provide services remotely or through an established Joint Information System, Joint Information Center, or other coordinated emergency-communication structure. To the extent permitted by law, neither the County nor the Designated PIO shall be liable to the District for any delay in, interruption of, or unavailability or failure to provide services under this Agreement.

ARTICLE 6
DISTRICT RESPONSIBILITIES

6.1. The District will be responsible for the following:

6.1.1. The District will formally recognize the appointment of the Designated PIO as necessary to comply with applicable law.

6.1.2. The District will identify the Superintendent or another District administrator as the primary District liaison to the Designated PIO.

6.1.3. The District will provide the Designated PIO timely and accurate information reasonably necessary to perform emergency communication duties.

6.1.4. The District will maintain its own emergency notification and communication systems unless otherwise agreed.

6.1.5. The District will incorporate the Designated PIO and appropriate emergency-communication procedures into the District's multi-hazard emergency operations plan and related procedures as appropriate and required by law.

6.1.6. The District will provide the County and Designated PIO current emergency contact information for appropriate District personnel.

6.1.7. The District will cooperate with the County in emergency planning, training, exercises, and after-action activities as reasonably necessary to implement this Agreement.

6.1.8 The District will use good faith, diligent efforts during the term of this Agreement to employ or appoint its own public information officer to have that individual obtain the TDEM emergency communications certification required by Sections 418.332 and 418.333 of the Texas Government Code.

ARTICLE 7
COUNTY RESPONSIBILITIES

7.1 The County will be responsible for the following:

7.1.1. The County will authorize the Designated PIO to accept appointment by and provide services to the District pursuant to this Agreement.

7.1.2. The County will maintain appropriate contact information through which the District may request the Designated PIO's assistance.

7.1.3. The County will ensure that the Designated PIO satisfies applicable emergency-communications certification and continuing education requirements.

7.1.4. The County will notify the District of a change in the Designated PIO or a material change in the Designated PIO's qualifications.

7.1.5. The County will reasonably cooperate with the District in emergency communication planning and coordination.

ARTICLE 8
COMPENSATION AND COSTS

8.1 COMPENSATION AND COSTS

The Parties agree that the governmental services exchanged under this Agreement provide mutual public benefits and that the County will not charge the District for the Designated PIO's ordinary services under this Agreement. Each Party shall bear its own costs and expenses associated with this Agreement unless otherwise agreed in writing.

ARTICLE 9
EMPLOYMENT STATUS

9.1 **County Employee**. The Designated PIO shall remain an employee, officer, or representative of the County, as applicable. Nothing in this Agreement creates an employer-employee relationship between the District and the Designated PIO for purposes of salary, benefits, workers' compensation, retirement, unemployment compensation, or other employment benefits.

9.2 **Statutory Appointment**. The Parties expressly acknowledge that the District is appointing the Designated PIO as its public information officer for the limited statutory and operational purposes described in this Agreement.

9.3 **Control of Personnel**. Except for coordination reasonably necessary to provide services under this Agreement, the County retains administrative and employment control over its personnel.

ARTICLE 10
PUBLIC INFORMATION AND RECORDS

10.1 **Public Information Act.** Each Party remains responsible for compliance with the Texas Public Information Act and other laws applicable to records in its possession, custody, or control. The Parties shall reasonably cooperate with each other in identifying and preserving records created in connection with emergency communications under this Agreement. Nothing in this Agreement shall be construed as waiving any exception to disclosure, privilege, confidentiality requirement, or other protection available under applicable law.

ARTICLE 11
LIABILITY; GOVERNMENTAL IMMUNITY

11.1. **Responsibility of Each Party**. To the extent permitted by law, each Party shall be responsible for the acts and omissions of its own officers, employees, and agents.

11.2. **No Waiver of Immunity**. Nothing in this Agreement shall be construed as a waiver or relinquishment of any governmental immunity, sovereign immunity, official immunity, statutory limitation of liability, defense, or other protection available to either Party or its officers, employees, or agents under the Texas Constitution or applicable law.

11.3. **No Indemnification**. Nothing in this Agreement creates an obligation by either Party to indemnify or hold harmless the other Party.

11.4 **Reliance on District Information**. The County and Designated PIO may rely on the accuracy and completeness of information provided, approved, or directed by the District. The District shall remain responsible for the content of communications it directs, approves, or supplies, and to the extent permitted by law, neither the County nor the Designated PIO shall be responsible for any inaccuracy in, or consequence of, information supplied or approved by the District.

11.5 **No Consequential Damages.** To the extent permitted by law, neither Party shall be liable to the other Party for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating to this Agreement or the services performed hereunder.

11.6 **District Statutory Responsibility.** The appointment of the Designated PIO under this Agreement does not transfer to the County the District's ultimate responsibility for compliance with Chapter 418 of the Texas Government Code, or other law applicable to the District, except as expressly provided in this Agreement.

ARTICLE 12
TERM AND TERMINATION

12.1 **Term**. This Agreement shall become effective on the date it has been approved and executed by both Parties ("Effective Date") and shall remain in effect for a definite term commencing on the Effective Date and ending on September 30, 2027 (the "Expiration Date"), unless earlier terminated in accordance with this Agreement. The Agreement may be renewed or extended only by a written instrument approved and executed by the Commissioners Court of Navarro County and the District's Board of Trustees (or their respective authorized representatives) on or before the Expiration Date.

12.2 **Termination Without Cause**. Either Party may terminate this Agreement without cause upon 60 days' written notice to the other Party.

12.3 **Immediate Termination or Suspension**. Either Party may immediately suspend or terminate performance under this Agreement if continued performance would violate applicable law or if the Designated PIO no longer satisfies applicable statutory requirements.

12.4 **Effect of Termination**. Upon termination, the District shall be responsible for appointing or employing another qualified PIO as necessary to maintain compliance with applicable law.

12.5 **Interim Arrangement; Transition.** The Parties acknowledge that this Agreement is an interim arrangement. If the District employs or appoints its own public information officer who satisfies

the requirements of Sections 418.332 and 418.333 of the Texas Government Code, the District may terminate this Agreement upon 30 days' notice to the County, and this Agreement shall terminate automatically upon the effective date of that individual's appointment as the District's public information officer.

ARTICLE 13
NOTICES

13.1 NOTICES

All formal notices under this Agreement shall be delivered to:

IF TO DAWSON INDEPENDENT SCHOOL DISTRICT
Attn: Andrea Farish, Superintendent
Dawson Independent School District
199 N. School Avenue,
Dawson, Texas 76639
Email: andrea.farish@dawsonisd.net

IF TO NAVARRO COUNTY
Attn: The Honorable Colby W. Karhan, County Judge
Navarro County, Texas
300 West 3rd Avenue, Suite 102
Corsicana, Texas 75110
Email: ckarhan@navarrocounty.com

With a copy to the Designated PIO at the contact information maintained by the Parties. Either Party may change its designated contact by written notice without formally amending this Agreement.

ARTICLE 14
GENERAL PROVISIONS

14.1 Independent Governmental Entities. The Parties are independent governmental entities. Except for the limited appointment of the Designated PIO expressly provided herein, nothing in this Agreement creates a partnership, joint venture, agency relationship, or employment relationship between the Parties.

14.2 Compliance with Law. Each Party shall comply with applicable federal and state laws, regulations, rules, and orders in performing its obligations under this Agreement.

14.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes prior oral or written understandings concerning the same subject matter.

14.4 Amendment. Except for administrative designations expressly permitted by this Agreement, this Agreement may be amended only by a written instrument approved and executed by authorized representatives of both Parties.

14.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

14.6 **No Third-Party Beneficiaries**. This Agreement is entered into solely for the benefit of the Parties and does not create any right or cause of action in any third party.

14.7 **Assignment**. Neither Party may assign its rights or obligations under this Agreement without the written consent of the other Party, except as otherwise permitted by law.

14.8 **Applicable Law and Venue**. This Agreement shall be governed by Texas law. To the extent venue is mandatory or otherwise appropriate in Navarro County, Texas, venue shall lie in Navarro County.

14.9 **Current Revenues**. To the extent this Agreement requires the payment of money by either Party, each Party represents that any payment will be made from current revenues available to that Party as required by Section 791.011 of the Texas Government Code.

14.10 **Authority**. Each person signing this Agreement represents that the governing body of the respective Party has authorized the execution of this Agreement or that the individual otherwise possesses legal authority to execute the Agreement on behalf of the Party.

14.11 **Counterparts and Electronic Signatures**. This Agreement may be executed in counterparts, each of which shall constitute an original. Electronic and digital signatures may be accepted to the extent permitted by law.

SIGNED AND AGREED TO BY:

DAWSON INDEPENDENT SCHOOL DISTRICT

By: Andrea Farish

Name: Andrea Farish
Title: Superintendent

Date: 10.08.2026

NAVARRO COUNTY, TEXAS

By: Colby W. Karhan

Name: Colby W. Karhan
Title: Navarro County Judge

Date: 10/13/26

ATTEST:

By: Sherry Dowd

Name: Sherry Dowd
Title: Navarro County Clerk

COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS