

**INTERLOCAL AGREEMENT**

**BETWEEN NUECES COUNTY AND CITY OF BISHOP**

**THE STATE OF TEXAS**

**COUNTY OF NUECES**

This Agreement made this 25<sup>th</sup> day of June, 2013, between Nueces County, a political subdivision of Texas (hereinafter "COUNTY") and City of Bishop, a municipality (hereinafter "CITY").

**WITNESSTH**

**WHEREAS**, City and County are governmental entities and have the same governmental functions , such as maintaining and implementing an emergency management program for their respective jurisdictions;

**WHEREAS**, the City and the County have executed a Resolution dated June 25, 2013 establishing an Inter-Jurisdictional Emergency Management Program;

**WHEREAS**, the County Judge and Mayor are designated by Texas Law as the Emergency Management Directors for their respective jurisdictions. The Emergency Management Director may designate an Emergency Management Coordinator to administer the emergency management program;

**WHEREAS**, in the Inter-Jurisdictional Emergency Management Program the County Judge and the City Mayor mutually agree to designate an Inter-Jurisdictional Emergency Management Coordinator to administer the Plan ;

**WHEREAS**, City and County desire to mutually designate the County's Emergency Management Coordinator to be the Inter-Jurisdictional Emergency Management Coordinator;

**WHEREAS**, the City desires to compensate the County for the designation and use of the County's Emergency Management Coordinator to implement the Inter-Jurisdictional Emergency Management Plan; and

**WHEREAS**, pursuant to the authority granted by the Texas Interlocal Cooperation Act (Tex Gov't Code Ann. Sec. 791.001, et seq. ) providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein agree to as follows:

I.

City and County have the same governmental functions, such as establishment and implementation of an emergency management program, which includes the mitigation, preparedness, response, and recovery phases of emergency management. The City has agreed to participate in an Inter-Jurisdictional Emergency Management Program with the County as referenced in the City and County Resolution dated June 25, 2013. The City and County have desired to designate the County's Emergency Management Coordinator as the Inter-Jurisdictional Emergency Management coordinator. The Inter-Jurisdictional Emergency Management Coordinator's tasks are outlined in exhibit "A" and are attached and incorporated in this paragraph.

II

- A. The City agrees to Pay County \$5,000.00 (five thousand) per year payable on July 15<sup>th</sup> of each year for the Inter-Jurisdictional Emergency Management Coordinator's duties. Said City paying for the performance of the governmental functions or services under this Agreement shall make payments from current revenues available to the City.
- B. The County shall not assume any responsibility or liability to the City for acts performed by the Inter-Jurisdictional Emergency Management Coordinator.
- C. The City and County acknowledge that neither party is an agent, employee or joint enterprise of the other, and that each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its employees, in conjunction with the use of the Inter-Jurisdictional Emergency Management Coordinator.

III.

The term of this Agreement is for one (1) year with one (1) year automatic renewals unless either party gives a ninety (90) day written notice of termination. Said written notice will be given pursuant to paragraph notice paragraph of this agreement.

IV.

- A. Binding Agreement and Authority. This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
- B. Amendment and Assignment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto. This Agreement shall not be assigned to any third party.
- C. Applicable Law. This Agreement shall be governed by and construed in accordance with the applicable state law and venue of any legal action filed by either the City or the

County shall lie in Nueces County, Texas. Nothing herein is intended to benefit any third party beneficiaries.

- D. Immunities. This Agreement shall be expressly subject to County's Governmental Immunity and Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law.
- E. Indemnification. **TO THE EXTEND PERMITTED BY LAW, CITY HEREBY WAIVES ALL CLAIMS AND DEMANDS AGAINST COUNTY FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OR ACT OCCURRING ON OR UPON THE PREMISES. CITY FURTHER AGREES TO PROTECT, INDEMNIFY AND HOLD HARMLESS COUNTY, ITS GOVERNING BODY, COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, CAUSES OF ACTIONS, SUITS, JUDGEMENTS, LOSSES, DAMAGES AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, PROPERTY DAMAGES (INCLUDING INJURIES, DEATH OR PROPERTY DAMAGES SUFFERED BY CITY EMPLOYEES OR THE EMPLOYEES OF ITS AGENTS OR CONTRACTORS) RESULTING FROM THIS AGREEMENT, WHICH OCCURRED, OR ARE ALLEGED TO HAVE OCCURRED DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ANY ACT, OMISSION, OR NEGLIGENCE OF CITY OR ANY OF ITS EMPLOYEES, CONTRACTORS OR AGENTS.**
- F. Severability. In the event that one (1) or more of the provisions herein shall be held invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
- G. This Agreement shall take effect upon execution by both signatories, and shall serve as each governmental body's commitment pertaining to the use of the premises referenced in Article I hereof. This Agreement has been authorized by the governing bodies of the parties hereto.
- H. All notices to either party by the other, required under this Agreement shall be personally delivered or mailed by certified mail return receipt requested to such party at the following respective addresses:

Nueces County  
C/O County Judge  
901 Leopard, Suite 303  
Corpus Christi, Texas 78401

City of Bishop  
Authority: Mayor Tem Miller  
Address: P.O. Box 356  
Bishop, Texas

**THIS REMAINING PAGE IS INTENDED TO REMAIN BLANK**

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2013.

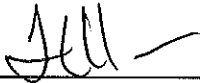
**NUECES COUNTY**

\_\_\_\_\_  
Samuel L. Neal, Jr., County Judge

Attested:

\_\_\_\_\_  
Diana Barrera, County Clerk

**CITY OF BISHOP**

  
\_\_\_\_\_

Tem Miller, Mayor

City of Bishop

Attested:

  
\_\_\_\_\_  
Cynthia L. Contreras, City Secretary  
City of Bishop

## EXHIBIT A

### INTER-JURISDICTIONAL EMERGENCY MANAGEMENT COORDINATOR'S DUTIES

The Inter-Jurisdictional Emergency Management Coordinator will perform the following duties:

1. Serve as the staff advisor to the EMD on emergency management matters.
2. Keep the governing body apprised of preparedness status and emergency management needs.
3. Organize the emergency management program and identify personnel, equipment, and facility needs.
4. Coordinate local planning and preparedness activities and, once established, the City of Bishop Emergency Management Plan will be phased out in the first three (3) years of this contract and its contents incorporated into the Inter-Jurisdictional Emergency Management plan, and the maintenance of the Inter-Jurisdictional Emergency Management Plan.
5. Prepare and maintain a resource inventory.
6. Arrange appropriate training for local emergency management personnel and emergency responders.
7. Coordinate periodic emergency exercises to test the Plan and training.
8. Activate the EOC when required.
9. Perform day-to-day liaison with the state emergency management staff and other local emergency management personnel.
10. Coordinate with organized volunteer groups and businesses regarding emergency operations.