

INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT COORDINATOR

This Interlocal Agreement for Emergency Management Coordinator (“Agreement”) is made and entered into by and between the City of Saginaw, Texas (“Saginaw”), and the City of Lake Worth, Texas (“Lake Worth”). Saginaw and Lake Worth may sometimes hereafter be referred to collectively as the “parties” and individually as a “party.”

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, Saginaw and Lake Worth represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, Saginaw and Lake Worth currently have a need for an Emergency Management Coordinator; and

WHEREAS, Saginaw intends to hire an Emergency Management Coordinator that the parties will equally share in the cost and services provided; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, both Saginaw and Lake Worth find it mutually desirable to enter into this Agreement.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

ARTICLE 1. DEFINITIONS

For the purposes of this Agreement, the following definitions will apply:

“LWS Emergency Management Coordinator” shall mean the Lake Worth-Saginaw Emergency Management Coordinator.

Any word or phrases not specifically defined herein shall have as its ordinary and commonly understood meaning.

ARTICLE 2. SAGINAW'S OBLIGATIONS

2.1 Saginaw agrees to employ the LWS Emergency Management Coordinator as a full-time position with the City of Saginaw.

2.2 Saginaw agrees that the LWS Emergency Management Coordinator will be considered a non-sworn member of its fire department unless they possess a Texas Commission on Fire Protection Firefighter Certification, in which case they may be registered as a firefighter for Saginaw.

2.3 Saginaw agrees that the direct supervision and regular evaluation of the LWS Emergency Coordinator will be shared equally by the fire chiefs of Saginaw and Lake Worth.

2.4 Saginaw agrees that the work time and effort of the LWS Emergency Management Coordinator will be split equally between Saginaw and Lake Worth.

2.5 Saginaw agrees to establish and maintain office accommodations for the LWS Emergency Management Coordinator in its fire station.

2.6 Saginaw agrees to pay the LWS Emergency Management Coordinator's salary and benefits in the same manner as other employees of the fire department, with half of such salary and benefits being reimbursed by Lake Worth.

2.7 Saginaw agrees to submit to Lake Worth an invoice detailing the compensation and benefits paid to the LWS Emergency Management Coordinator not later than March 1st and September 1st of each year of the Agreement.

2.8 Saginaw agrees to inform Lake Worth of the anticipated compensation and benefits as soon as possible each budget year, but no later than August 31st of each year of the Agreement.

2.9 Saginaw agrees that discretionary costs of the LWS Emergency Management Coordinator, including but not limited to salary increases, shall be mutually agreed upon by the parties through their respective annual budget process.

2.10 Saginaw agrees that capital expenditures for the LWS Emergency Management Coordinator must be approved by both parties through their respective annual budget process and shared equally between the parties. Capital expenditures may be funded and administered by either party. The party funding and administering a capital expenditure shall provide an invoice to the other party for one-half of the expenditure. An invoice received for a capital expenditure shall be paid within thirty (30) days of receipt. .

2.11 Saginaw agrees that the initial costs for procurement of a vehicle and radio equipment for the LWS Emergency Management Coordinator will be equally funded by the parties. The initial costs for procurement of a vehicle and radio equipment must be approved by both parties through their respective annual budget process. Saginaw will fund and administer the

procurement of a vehicle and radio equipment and provide an invoice to Lake Worth for half of the costs. Lake Worth shall pay the amount of the invoice within thirty (30) days of receipt.

2.12 Saginaw agrees that routine expenditures including but not limited to, cell phone, monthly wireless service, computer, internet access, radio subscriber fees, uniforms, office supplies, vehicle fuel and maintenance, and travel expenses, will be funded equally through both parties' General Operating budgets. The funding of routine expenditures shall be at the discretion of each fire chief, individually.

ARTICLE 3. LAKE WORTH'S OBLIGATIONS

3.1 Lake Worth agrees that the LWS Emergency Management Coordinator will be considered a non-sworn member of its fire department unless they possess a Texas Commission on Fire Protection Firefighter Certification, in which case they may be registered as a firefighter for Lake Worth.

3.2 Lake Worth agrees that the direct supervision and regular evaluation of the LWS Emergency Management Coordinator will be shared equally by the fire chiefs of Saginaw and Lake Worth.

3.3 Lake Worth agrees that the work time and effort of the LWS Emergency Management Coordinator will be split equally between Saginaw and Lake Worth.

3.4 Lake Worth agrees to establish and maintain office accommodations for the LWS Emergency Management Coordinator in its fire station.

3.5 Lake Worth agrees to be responsible for and reimburse Saginaw for half of the LWS Emergency Management Coordinator's compensation and benefits.

3.6 Upon receipt of an invoice pursuant to Section 2.4, Lake Worth agrees to reimburse Saginaw no later than March 31st and September 30th of each year.

3.7 Lake Worth agrees that discretionary costs of the LWS Emergency Management Coordinator, including but not limited to salary increases, shall be mutually agreed upon by the parties through their respective annual budgeting process.

3.8 Lake Worth agrees that capital expenditures for the LWS Emergency Management Coordinator must be approved by both parties through their respective annual budget process and shared equally between the parties. Capital expenditures may be funded and administered by either party. The party funding and administering a capital expenditure shall provide an invoice to the other party for one-half of the expenditure. An invoice received for a capital expenditure shall be paid within thirty (30) days of receipt.

3.9 Lake Worth agrees that the initial costs for procurement of a vehicle and radio equipment for the LWS Emergency Management Coordinator will be equally funded by the parties. The initial costs for procurement of a vehicle and radio equipment must be approved by

both parties through their respective annual budget process. Saginaw will fund and administer the procurement of a vehicle and radio equipment and provide an invoice to Lake Worth for half of the costs. Lake Worth shall pay the amount of the invoice within thirty (30) days of receipt.

3.10 Lake Worth agrees that routine expenditures including but not limited to, cell phone, monthly wireless service, computer, internet access, radio subscriber fees, uniforms, office supplies, vehicle fuel and maintenance, and travel expenses, will be funded equally through both parties' General Operating budgets. The funding of routine expenditures shall be at the discretion of each fire chief, individually.

ARTICLE 4.

LWS EMERGENCY MANAGEMENT COORDINATOR JOB RESPONSIBILITIES

4.01 Supervision. The LWS Emergency Management Coordinator will work under the direct supervision of the fire chiefs or their designated representative(s).

4.02 Job Duties. The LWS Emergency Management Coordinator will be responsible for the following:

- (a) Plan and coordinate emergency preparedness, response, and recovery operations by coordinating all of the components and activities regarding emergency preparedness with city departments and divisions, county, federal, and state agencies, and the general public.
- (b) Develop, coordinate and lead emergency management training;
- (c) Teach preparedness classes;
- (d) Coordinate and evaluate emergency operations drills and actual disasters to make recommendations to improve operations and/or response;
- (e) Advise city departments on their emergency plans and coordinates interdepartmental activities;
- (f) Coordinates participation in disaster exercises.
- (g) Plan, develop, review, maintain, and administer city-wide policies and programs related to emergency preparedness;
- (h) Develop resource management procedures;
- (i) Measure program effectiveness and recommend enhancement and improvements;
- (j) Review and analyze city's comprehensive emergency management plan and the all-hazards mitigation plans and make recommendations to effectively handle disasters or major emergencies, as well as develop new plans as

needed, and ensures that plans are current and adequately address specific emergencies or disasters and that plans conform with federal and state requirements;

- (k) Revise, update, and/or develop city-wide emergency management standard operating procedures;
- (l) Ensure operating procedures are consistent and understood by city staff, emergency management partners/liaisons;
- (m) Maintain close communication with designated partners/liaisons in order to relay new procedures and developments;
- (n) Serve as a point of contact for the city in emergency and/or disaster response situations;
- (o) Work in conjunction with local, regional and state entities for emergency and/or disaster response;
- (p) Initiate and monitor the increased readiness actions among the city services when disaster threatens;
- (q) Serve as the Cities of Lake Worth and Saginaw's representative at local and regional emergency management meetings;
- (r) Serve as the liaison with local and state agencies, local organizations and community groups regarding emergency preparedness;
- (s) Oversee emergency management systems including the Emergency Operations Centers and EOC communications;
- (t) Coordinate staffing of the Emergency Operations Centers (EOC) with designated personnel;
- (u) Coordinate EOC activities to support natural or man-made disasters or major emergency operations;
- (v) Develop, coordinate, and maintain city, county and regional mutual aid and cooperative assistance agreements to provide needed services, equipment, or other resources in the event of an emergency;
- (w) Keep city staff and elected officials apprised of the preparedness status and emergency management needs during potential emergency events as directed by the fire chiefs.
- (x) Monitor state and federal legislation and regulations governing emergency management and advise the fire chiefs on actions required resulting from the legislation or regulations;

- (y) Develop educational and community outreach programs to inform citizens on overall emergency preparedness;
- (z) Work closely with volunteer, community, and business groups to coordinate educational programs and planning efforts;
- (aa) Assists in the preparation of emergency press releases;
- (bb) Prepare and present public awareness programs to civic groups, medical facilities, schools, and other organizations;
- (cc) Provide for the development and or coordination of Community Emergency Response Team(s) (CERT);
- (dd) Assist in coordination and delivery of local CERT courses;
- (ee) Identify volunteer opportunities for citizens to contribute to local homeland security efforts;
- (ff) Conduct risk and threat assessment;
- (gg) Work with and advise city departments on their emergency plans;
- (hh) Coordinate interdepartmental activities, and advise city officials regarding disaster mitigation, response, and recovery procedures and resources;
- (ii) Provide assistance to organizations by conducting facility surveys to evaluate their emergency plans and make appropriate recommendations as needed;
- (jj) Continually evaluates and monitors warning notification systems and coordinates with the appropriate city departments to maintain the system's readiness;
- (kk) Under direction of the fire chiefs, coordinate mutual aid or cooperative assistance agreements to provide needed services, equipment, or other resources in the event of an emergency;
- (ll) Coordinate with organized volunteer groups and businesses regarding emergency operations;
- (mm) Prepare news articles for public release;
- (nn) Serve on the Cities Special Event Committee;

- (oo) Review all special event permit applications and develop a unified Incident Action Plan for major events;
- (pp) Secure technical and financial assistance through grants and public/private partnerships;
- (qq) Prepare and submit program funding documentation and coordinates grant proposal activities related to emergency preparedness;
- (rr) Create and maintain a computerized database of hazardous chemicals within the jurisdictions;
- (ss) Draft reports and studies required by agencies at local, state, and federal levels;
- (tt) Attend and complete all required education courses as assigned and required by state and federal agencies; and
- (uu) Perform other related duties as assigned.

ARTICLE 5. TERM, TERMINATION, AND RENEWAL

5.1 The term of this Agreement shall be for one year beginning upon the execution by both parties and shall automatically renew for additional one-year terms. Either party may terminate this Agreement without penalty, with or without cause, upon providing the other party with ninety (90) days written notice. All costs and liabilities incurred by prior to the termination shall be shared in accordance with the terms of this Agreement.

5.2 Upon the expiration or termination of this agreement for any reason, ownership of mutually agreed to and mutually funded vehicles, equipment and capital expenditures for the LWS Emergency Management Coordinator shall remain with the party that administered the purchase. The party that maintains ownership for mutually agreed to and mutually funded vehicles, equipment or capital expenditures shall pay to the other party an amount equal to one-half of the depreciated value of the vehicle, equipment or capital expenditure.

ARTICLE 6. LIABILITY

6.1 Responsibility for Claims. The parties agree, to the extent authorized by law and without waiving any immunity, right, protection, or defense to which a party may be entitled, that each party shall only be responsible for any claims for damages, costs, and expenses to a person or persons or property arising from or caused by the act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission, but only to the extent the party would otherwise be liable under law.

6.2 Joint Liability. In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the state of Texas, without, however, waiving any governmental immunity, right, protection, or defense available to any party individually under Texas law. Each party shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE 7. GENERAL PROVISIONS

7.1 Severability. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

7.2 Multiple Originals. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

7.3 Authorization. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

7.4 Governing Law and Venue. The Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in a State District Court of Tarrant County, Texas.

7.5 Entire Agreement. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

7.6 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days after being sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Saginaw, to:	City of Saginaw, Texas Attn: City Manager 333 W. McLeroy Blvd Saginaw, Texas 76179
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If intended for Lake Worth, to:	City of Lake Worth Attn: City Manager 3805 Adam Grubb Lake Worth, Texas 76135
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7.7 Waiver. No waiver or modification of this Agreement or of any rights or obligations hereunder shall be valid or binding, unless and until it is in a writing expressly providing for such

waiver or modification in clear and unequivocal terms and signed by the party or parties to be charged.

7.8. Attorney's Fees. In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court.

EXECUTED TO BE EFFECTIVE on this the ____ day of _____, 2020.

CITY OF SAGINAW, TEXAS

CITY OF LAKE WORTH, TEXAS

Todd Flippo, Mayor

Stacey Almond, City Manager

Date: _____

Date: _____