INTERLOCAL AGREEMENT
BETWEEN
CITY OF SAN ANGELO AND TOM GREEN COUNTY
JOINT OPERATION OF OFFICE OF EMERGENCY MANAGEMENT

This Interlocal Agreement ("Agreement") is entered into this 11th day of Oct, 2016 (but effective as of Oct. 1st 2016) ("Effective Date") by and between City of San Angelo, Texas, a local government ("City") and Tom Green County, Texas, a local government ("County") (singularly and individually, "Party," and jointly, "Parties"), under the authority of Sections 791.001 – 791.011 of the Texas Government Code.

RECITALS:

A. Parties are authorized to enter into an interlocal agreement to perform a governmental function or service in which Parties are mutually interested and which each Party to the agreement is authorized to perform individually.

B. Joint operation of the San Angelo/Tom Green County Office of Emergency Management to meet the needs of the citizens and communities within Tom Green County, Texas, is a governmental function or service in which Parties are mutually interested and which each Party to this Agreement is authorized to perform individually.

C. Parties desire for City to operate the San Angelo/Tom Green County Office of Emergency Management ("Office") to provide emergency management services throughout Tom Green County during periods of disasters and major emergencies and non-emergencies. County shall reimburse City for one-half (1/2) of such costs of those services not covered by any grant funding.

D. On the 18th day of October, 2016, the City Council of the City of San Angelo, Texas, authorized the City Manager to enter into this Agreement with County, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained

herein, Parties agree as follows:

TERMS:

1. **RECITALS:** The recitals are true and correct and hereby incorporated into and made a part of this Agreement.

2. **TERM:** The term of this Agreement shall be one year commencing on Effective Date.

3. **OPTION TO EXTEND:** Upon mutual agreement of Parties, Parties shall have the option to extend the term hereof, based on a finding that the exercise of the option is in the best interest of each Party, subject to the availability and appropriation of funds. Each Party to this Agreement must make payments under this Agreement from current revenues available to the paying Party.

4. **OBLIGATION OF CITY:** City agrees to provide all trained personnel, office supplies and equipment necessary for the proper operation of Office. City agrees to operate Office on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five (365) days per year when needed during disasters and major emergencies and eight (8) hours per day, five (5) days per week during non-disaster or emergencies. City agrees to pay all bills incurred during the operation of Office, and to pay the salaries and benefits of the employees in Office.

5. **REIMBURSEMENT OBLIGATION OF COUNTY:** County agrees to reimburse City the sum of EIGHTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($85,500.00) to support the daily operation of Office during the term of this Agreement.

6. **CONTINGENCY CLAUSE:** The obligation of County to reimburse City under the provisions of this Agreement is expressly made contingent upon the appropriation, budgeting or availability of sufficient funds by County. In the event that such funds are not budgeted, appropriated or otherwise not made available for the purpose of payment under this Agreement at any time after the current fiscal year, then County shall have the option of terminating the Agreement under Section 8, TERMINATION, below, except that all services provided to that point shall be compensated at the agreed rate.

7. **INDEPENDENT CONTRACTOR:** Parties shall act at all times under this Agreement as independent contractors. Parties agree that County shall not have and shall not exercise any control or direction over the manner or method by which City provides its obligations under this Agreement. The provisions set forth herein shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **STATUS OF EMPLOYEES:** Each Party shall retain supervision and control of its own employees at all times while performing this Agreement and no employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other reason. City agrees that all persons employed by it to furnish services hereunder are employees or agents of the City and not of County, and County agrees that all persons employed by it to furnish services hereunder are employees or agents of County and not of City. Such employees or agents of either entity are not entitled to benefits conferred on the other entity's employees.

9. **TERMINATION:** This Agreement may be terminated by either Party upon sixty (60) days prior written notice to the other Party and shall continue in force and remain binding on Parties until such time as the governing body of either party terminates said Agreement.

10. **EXECUTION:** If the governing body of a Party is required to approve this Agreement, it shall not become effective until approved by the governing body of that Party. In that event, this Agreement shall be executed by the duly authorized official(s) of the Party as expressed in the approving resolution or order of the governing body of said Party.

11. **ENTIRE AGREEMENT:** This Agreement supersedes any and all other agreements, either oral or in writing, between Parties with respect to the operation of Office. No other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

12. **LIABILITY:** Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, elected officials, officers, employees, agents, and volunteers as a result of its execution of this

Agreement and the performance of the duties, covenants and conditions contained herein. Furthermore, no provision of this Agreement shall prohibit either Party from seeking financial aid or in-kind reimbursement from any state or federal agency or program. Each Party of this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of the other Party's employees, elected officials, officers or agents. Each Party is solely responsible for its actions or omissions of its employees, elected officials, officers and agents; however, such responsibility is only to the extent required by state law. Where injury, death or property damage results from the joint or concurring acts or omissions of Parties, any liability shall be shared by each Party in accordance with the applicable law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the Parties and not for the benefit of any person or entity not a party hereto; nor shall any provisions of this Agreement be deemed a waiver of any defense available by law to a Party of this Agreement.

13. AMENDMENT: This Agreement may only be amended by the mutual agreement of Parties in writing, signed by a duly authorized representative of each Party.

14. SEVERABILITY: In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. FORCE MAJEURE: In the event that either Party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of either Party, it shall not be considered a breach of this Agreement.

16. NOTICE: Notice given by one Party to the other hereunder shall be in writing and deemed to have been properly given if deposited with the United States Postal Service, registered or certified mail, return receipt requested, addressed as follows:

COUNTY

Tom Green County
Hon. Stephen C. Floyd
County Judge
122 West Harris
San Angelo, Texas 76903
Phone: (325) 653-3318
Fax: (325) 659-3258

CITY

City of San Angelo
Daniel Valenzuela
City Manager
72 W. College
San Angelo, Texas 76902
Phone: (325) 657-4241
Fax: (325) 657-4335

EXECUTED in duplicate originals by Tom Green County and the City of San Angelo on this the 11th day of Oct, 2016.

TOM GREEN COUNTY

By: _____

Stephen C. Floyd, County Judge, Tom Green County, acting in his official capacity as County Judge and not individually

CITY OF SAN ANGELO

By: _____

Dwain Morrison, Mayor

ATTEST:

By: _____

Elizabeth McGill, County Clerk

ATTEST:

By: _____

Bryan Kendrick, City Clerk

Approved as to Content:

_____

Steve Mild, Emergency Management Coordinator

Approved as to Insurance Requirements:

_____

Charles Hagen, Risk Manager

Approved as to Form:

_____

Theresa James, City Attorney