

AGREEMENT BETWEEN MATAGORDA COUNTY AND CITY OF BAY CITY FOR DISASTER PREPARATION

THIS AGREEMENT is made and entered into by and between Matagorda County, Texas ("County"), acting by and through its governing body, and the City of Bay City ("City"), acting by and through its governing body.

RECITALS:

WHEREAS, this Agreement and the activities described herein are authorized by the Interlocal Cooperation Act, Chapter 791 of the Tex. Gov't Code; and

WHEREAS, as part of Matagorda County's disaster emergency planning and preparation, Matagorda County, desires to coordinate with City during a disaster drill, actual disaster or other public health emergency. Pursuant to this agreement, County will appoint a point person to serve in the capacity of a contact to the City in the event of a disaster, whether natural or man-made. This agreement is a voluntary undertaking by Matagorda County; and

WHEREAS, the Participating Entities serve the public in emergency situations. They desire to enter this Interlocal Cooperation Agreement for the purpose of planning, preparation coordination and efficient execution of the Matagorda County Emergency Plan ("Plan") during the event of a disaster; and

WHEREAS, City intends to participate and cooperate with the Matagorda County Emergency Plan by providing participation, resources, and manpower; and

WHEREAS, NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and City agree as follows:

I. SCOPE OF SERVICE

CITY'S DUTIES

1. Provide an assigned contact to communicate with and assist in the coordination activities of the County contact assigned to work within the Plan.
2. Upon notification by County of an emergency declared by the federal government, the Texas Commissioner of Health, the Texas Governor, the Matagorda County Judge, or upon request of a local Health Authority, or local Emergency Management authority, the City shall send representative to the Emergency Operations Center ("EOC") located at 2308 Avenue F Bay City, Texas.
3. City will participate in the activation the EOC and cooperate in the execution of the Plan where needed.
4. Maintain documentation as appropriate through a web-based operations center, or other redundant systems as necessary.
5. Participate in preparedness meetings, called by County, which relate to public health emergencies and where the input of the City would be appropriately needed.

6. Participate in any necessary procedures and post-event debriefings.

COUNTY DUTIES

1. Appoint a contact person to answer questions that City may have relating to this Agreement.

2. Provide City with a copy of the Plan.

3. County will maintain a line of successive contacts to coordinate with City in the event the primary contact person is unavailable.

- 1) Name: Amanda Campos
Title: Emergency Management Coordinator (EMC)
Off: (979)323-0707
Cell: (979-242-2661

- 2) Name: Doug Matthes
Title: Assistant Emergency Management Coordinator (EMC)
Off: (979)323-0707
Cell: (979)429-0371

II. TERM OF THE AGREEMENT

The term of this Agreement is for two (2) years from the date this Agreement is executed by both the County and the City unless sooner terminated by written agreement of the City of Bay City and the County Judge. This Agreement shall automatically renew for successive two-(2) year terms unless terminated. Either Party may cancel the Agreement by giving thirty (30) days written notice to the other Party.

III. NOTICE

Any notice required or permitted to be given to the City by County may be given by personal delivery, or certified mail, return receipt requested, postage pre-paid, addressed to:

City of Bay City
Attn: Mayor
1901 Fifth Street
Bay City, Texas 77414

Any notice permitted or required to be given to County by City may be given by personal delivery, or certified mail, return receipt requested, postage pre-paid, addressed to:

Matagorda County
Attention: County Judge
1700 7th St., Room 301
Bay City, Texas 77414

With a copy to:

Matagorda County Office of Emergency Management
2200 7th St., Third Floor
Bay City, Texas 77414

Either Party may change its address by giving notice to the other Party in writing. Any notice mailed by certified United States mail, return-receipt requested, shall be deemed given upon deposit in the United States mail.

IV. INDEPENDENT CONTRACTOR

The relationship of the City to County is that of an independent contractor and that nothing contained in this Agreement shall be construed to place County and City in the relationship of principal and agent, master and servant, partners, or joint venturers.

V. IMMUNITY

Neither party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance to the covenants contained herein. The parties specifically reserve any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

VI. ENTIRE AGREEMENT

This instrument constitutes the entire Agreement between the Parties relating to rights granted and obligations assumed. Any oral representations or modifications concerning the Agreement are of no force or effect except a subsequent written amendment signed by the Parties

VII. GOVERNING LAW AND VENUE

This Agreement is governed in all respects by the laws and Constitution of the State of Texas. Exclusive venue is Matagorda County, Texas.

VIII. SIGNATURES

IN WITNESS WHEREOF, this instrument has been executed on behalf of County by a duly authorized representative of County, and on behalf of City by a duly authorized representative of the City. This Agreement shall be of no force or effect until signed by the presiding elected County Judge.

EXECUTED ON the ____ day of _____, 2020.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

MATAGORDA COUNTY

STEPHANIE WURTZ
COUNTY CLERK

NATE MCDONALD
COUNTY JUDGE

ATTEST:

CITY OF BAY CITY

DAVID HOLUBEC
CITY SECRETARY

ROBERT NELSON
MAYOR