

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BROWNWOOD AND BROWN COUNTY FOR
EMERGENCY MANAGEMENT SERVICES

THIS MEMORANDUM OF UNDERSTANDING, entered into this 14th day of January 2025, by and between the CITY OF BROWNWOOD (hereinafter "City"), a municipal corporation and body politic of Brown County, Texas, and the COUNTY OF BROWN, STATE OF TEXAS (hereinafter "County"), both parties acting herein under the authority and pursuant to the terms of Government Code Section 791 known as the "Interlocal Cooperation Act."

WHEREAS, the City employs Eric Hicks, as the City's Emergency Manager, to coordinate and perform emergency management services ("Emergency Management Services") inside the city limits of the City; and

WHEREAS, the County's emergency manager recently retired and they are without a qualified emergency manager; and

WHEREAS, the County desires to contract with the City to use Eric Hicks to coordinate and perform Emergency Management Services in the County, excluding such services in the incorporated cities of Bangs, Early and Blanket.

THE CITY AND THE COUNTY AGREE AS FOLLOWS:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to provide the services of the City's Emergency Manager, Eric Hicks to coordinate and perform Emergency Management Services for the County.

2. TERM.

January 27, 2025
(Exhibit #15)

This Agreement shall begin on the 14th day of January 2025, and extend for six (6) months, ending on July 14, 2025. This Agreement may be extended on the mutual agreement of the parties. Notwithstanding the foregoing, the Agreement may be terminated by either party by giving the other party thirty (30) days prior written notice of termination.

3. DUTIES OF CITY.

The City hereby agrees that it will provide Eric Hicks, City Emergency Manager (the "Emergency Manager"), to perform the following Emergency Management Services:

- Answer Emergency Management cell phone, monitor email and forward any emails to the County Judge that requires official action;
- Keep the County Judge informed of emergency incidents in the County and serve as his Liaison with the Fire Chiefs located in Brown County;
- Provide requested assistance to Volunteer Fire Departments during large emergency management incidents.
- Attend the Commissioners Court when needed;
- Request State Resources through the STAR process and provide coordination with state resources;
- Complete the Hazard Mitigation Plan Process;
- The Emergency Manager will not assist with any County grant funding recovery or County paperwork for emergency; and
- The City agrees to send a monthly written invoice to the County billing the County for the services and expenses rendered and/or incurred by the Emergency Manager.

4. DUTIES OF COUNTY.

The County agrees to pay the City for eight (8) hours of work per week for Emergency Management Services at the rate of \$56.41 per hour, no later than thirty (30) days after receipt of an invoice from the City. If any expenses are necessary to perform the Emergency Management Services other than those detailed above, the Emergency Manager shall give notice to the County of these expenses and get prior written approval

to incur these expenses. The County will reimburse the City for approved expenses no later than thirty (30) days after receipt of an invoice from the City.

5. INSURANCE.

5.1. WORKERS' COMPENSATION COVERAGE: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

5.2. AUTOMOBILE LIABILITY COVERAGE: Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

5.3. GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY: To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability and law enforcement liability, if applicable, or maintain a comparable self-insurance program.

5.4. OTHER COVERAGE: The City shall provide and maintain their standard packages of medical and death benefit insurance coverage while their Emergency Manager is assisting the County.

5.5. WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED: Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers,

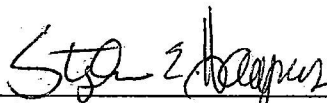
employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

6. TERMINATION.

Either party to this Agreement may terminate it by giving thirty (30) days prior written notice to either the City Manager or County Judge. The Agreement may be terminated with or without cause.

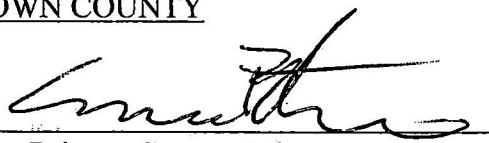
IN WITNESS WHEREOF, the City and the County have hereby entered this Agreement.

CITY OF BROWNWOOD



Stephen E. Haynes, Mayor

BROWN COUNTY



Shane Britton, County Judge