

**INTERLOCAL COOPERATION AGREEMENT
FOR LOCAL EMERGENCY RESPONSE PLANNING
SPECIFIC TO EXTREMELY HAZARDOUS SUBSTANCES**

STATE OF TEXAS }
 }
COUNTY OF NUECES }

On October 27, 1992, the Nueces County (County), the City of Corpus Christi (City), and Port of Corpus Christi Authority (Port) entered into the first agreement for the purpose of providing for the administration of the Local Emergency Planning Committee for Nueces County.

This Agreement continues the terms of the prior agreements, and is made by and between the County, City, and Port, hereafter referred to collectively as the "Participants," to further implement the Federal Emergency Planning and Community Right-to-Know Act (Act), 42 U.S.C. 11001, et. seq.

On June 24, 1987, the State Emergency Response Commission (SERC), as required by 42 U.S.C. 11001(b) and (c), designated each county as an emergency planning district and authorized the county judges to appoint the members of the local emergency planning committee for their districts. The Nueces County Judge has designated the City's Fire Chief as Chairman of the City of Corpus Christi/Nueces County Local Emergency Planning Committee (LEPC). Section 11003(c)(3) of the Act, Comprehensive Emergency Response Plans, requires designation of a Community Emergency Coordinator. The LEPC Chairman has been designated as the Community Emergency Coordinator for this emergency planning district. The Community Emergency Coordinator, makes the determinations necessary to administer and implement the local emergency response plan.

This Agreement (1) further facilitates implementation of the Act by creating an administrative position to assist the LEPC Chairman/Community Emergency Coordinator with extensive Federal compliance requirements; (2) identifies the leading role of the City as the Administrator for the LEPC; and (3) provides funding for training and administrative assistance to the LEPC.

I. TEXAS DISASTER ACT

This Agreement is in harmony with the requirements of the Texas Disaster Act of 1975, Government Code, Sec. 418.107(b), which allows political subdivisions to make agreements for the purpose of organizing emergency management services, and allows the creation of local emergency management groups to meet broad emergency and disaster management challenges. While both the County and City have independent emergency management programs, which are designed to respond to a broad range of disasters, the LEPC provides a mechanism for the coordination of emergency management efforts responding to incidents involving hazardous materials. The LEPC supports, but does not supplant the efforts or authority of the City and County emergency management programs. The City and County have committed to cooperate and coordinate their emergency response efforts.

II. PARTICIPANT FUNDING

The Participants agree to support activities of the LEPC for emergency response to extremely hazardous substances, with funds and in-kind contributions committed by each totaling at least the value of \$30,000.00 per year. The Port and County shall each contribute \$10,000.00 to the fund each year this Agreement is in effect. These monies shall be deposited with the LEPC Administrator (City) for each fiscal year, which year runs from October 1 through September 30, as shall be reflected in the LEPC by-laws. The City shall provide office space, telephone, utility, and all appurtenant services, including legal, to enable the Administrator and an Administrative Assistant to fulfill obligations of the Participants under State and Federal law.

III. CITY ADMINISTRATOR

The Participants further acknowledge that the City serves as Administrator of the LEPC for purposes of implementing the Federally mandated plan and required training under the Community Right-to-Know Act.

The City shall employ an Administrative Assistant to assist the LEPC Chairman/ Community Emergency Coordinator. The Administrative Assistant shall be a paid City employee, whose position shall be civilian managerial, funded as described in paragraph II, for so long as the City acts on behalf of the LEPC as Administrator. The Administrative Assistant shall also serve as the LEPC Information Coordinator.

Compensation for the Administrative Assistant may be further supplemented, as necessary, from anticipated voluntary contributions made by private industry members of the LEPC.

The City reserves the discretionary right to relinquish the position of Administrator upon thirty days' written notice to the County and the Port, and should the County Judge fail to reappoint the Fire Chief as LEPC Chairman/Community Emergency Coordinator, the City may, at its option, withdraw from this Agreement upon thirty days' notice to the County and the Port.

IV. FISCAL PROVISIONS

This Agreement is subject to the annual availability of current revenues by the local governments, who are parties to this Agreement.

The City shall keep accurate accounts of receipts and disbursements. All monies will be deposited in the name and to the credit of LEPC. The LEPC Chairman, or his designee, will approve all disbursements, taking proper vouchers for such disbursements. An account of all transactions and the financial condition of the LEPC shall be rendered at the regular LEPC meetings or whenever requested.

Although the LEPC fund shall be separate and custodial in nature, the annual LEPC budget drawn from such fund shall be approved by the City Council in the form of an appropriation.

V. ADMINISTRATIVE DECISIONS

Section 11003(c) of the Act provides that the Community Emergency Coordinator "shall make determinations necessary to implement the [local emergency response] plan." However, the Participants agree that any major policy or administrative decisions will be made jointly by the LEPC and Community Emergency Coordinator/LEPC Chairman.

VI. DURATION OF AGREEMENT AND RENEWAL

The term of this Agreement is five years, beginning on June 1, 2014. This Agreement shall be automatically extended for a subsequent year, unless any party gives written notice to the other Participants of its intent to withdraw from the agreement or requests an amendment to the agreement. A notice of withdrawal or request for amendments should be submitted before the first day of September.

Nueces County, Texas

By: _____
Samuel L. Neal, Jr., County Judge Date _____

ATTEST:

Diana Barrera, Nueces County Clerk Date _____

APPROVED:

Laura Garza Jimenez, County Attorney

By: _____
Nueces County Attorney Date _____

Port of Corpus Christi Authority of Nueces County

By: _____
John LaRue, Executive Director Date _____

City of Corpus Christi

By: _____
Ronald L. Olson, City Manager Date _____

ATTEST:

By: _____
Rebecca Huerta, City Secretary Date _____

APPROVED:

By: _____
Buck Brice, Assistant City Attorney
for City Attorney Date _____