

AN ORDINANCE ESTABLISHING A PROGRAM INCLUDING MITIGATION, PREPAREDNESS, RESPONSE AND RECOVERY PHASES OF COMPREHENSIVE EMERGENCY MANAGEMENT; ACKNOWLEDGING THE OFFICE OF EMERGENCY MANAGEMENT DIRECTOR; AUTHORIZING THE APPOINTMENT OF AN EMERGENCY MANAGEMENT COORDINATOR; AND PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THOSE OFFICES; IDENTIFYING AN OPERATIONAL ORGANIZATION; GRANTING NECESSARY POWERS TO COPE WITH ALL PHASES OF EMERGENCY MANAGEMENT WHICH THREATEN LIFE AND PROPERTY IN THE CITY OF ZAVALLA; AUTHORIZING COOPERATIVE AND MUTUAL AID AGREEMENTS FOR RELIEF WORK BETWEEN THIS AND OTHER CITIES OR COUNTIES AND FOR RELATED PURPOSES; PROHIBITING UNAUTHORIZED WARNING AND ALL-CLEAR SIGNALS AND MAKING VIOLATIONS A MISDEMEANOR PUNISHABLE BY FINE NOT TO EXCEED \$ 200.00.

WHEREAS, the City Council of the City of ZAVALLA finds that the identification of potential hazards and the prevention or mitigation of their effects must be an on-going concern of the City if the lives and property of the populace are to be protected; and

WHEREAS, the City Council hereby declares that the preparation of a Comprehensive Emergency Management plan, and the means for its implementation, for the protection of lives and property in the City of ZAVALLA from natural or man-caused disasters or threat thereof is immediately essential; and

WHEREAS, the City Council further finds that in times of disasters which may imperil the safety of the inhabitants of the City, or their property, it becomes necessary to effectuate and place into operation the preconceived plans and preparations with a minimum of delay; and

WHEREAS, the City Council finds, therefore, that the preparation, and implementation of such plans are now imperative; BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ZAVALLA :

Section 1. ORGANIZATION

There exists the office of Emergency Management Director of the City of ZAVALLA, which shall be held by the Mayor in accordance with State law.

- (a) An Emergency Management Coordinator may be appointed by and serve at the pleasure of the Director;
- (b) The Director shall be responsible for a program of comprehensive emergency management within the City and for carrying out the duties and responsibilities set forth in this ordinance. He/she may delegate authority for execution of these duties to the Coordinator, but ultimate responsibility for such execution shall remain with the Director.

- (c) The operational Emergency Management organization of the City of Zavalla shall consist of the officers and employees of the City so designated by the Director in the emergency management plan, as well as organized volunteer groups. The functions and duties of this organization shall be distributed among such officers and employees in accordance with the terms of the emergency management plan.

Section 2. EMERGENCY MANAGEMENT DIRECTOR - POWERS AND DUTIES

The duties and responsibilities of the Emergency Management Director shall include the following:

- (a) Conduct an on-going survey of actual or potential hazards which threaten life and property within the City and an on-going program of identifying and requiring or recommending the implementation of measures which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur.
- (b) Supervision of the development and approval of an emergency management plan for the City of ZAVALLA, and shall recommend for adoption by the City Council all mutual aid arrangements deemed necessary for the implementation of such plan.
- (c) Authority to declare a local state of disaster. The declaration may not be continued or renewed for a period in excess of 7 days except by or with the consent of the City Council. Any order or proclamation declaring, continuing, or terminating a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- (d) Issuance of necessary proclamations, regulations, or directives which are necessary for carrying out the purposes of this ordinance. Such proclamations, regulations, or directives shall be disseminated promptly by means calculated to bring its contents to the attention of the general public and, unless circumstances attendant on the disaster prevent or impede, promptly filed with the City Secretary.
- (e) Direction and control of the operations of the ZAVALLA Emergency Management organization as well as the training of Emergency Management personnel.
- (f) Determination of all questions of authority and responsibility that may arise within the Emergency Management organization of the City.
- (g) Maintenance of liaison with other municipal, County, District, State, regional or federal Emergency Management organizations.
- (h) Marshaling of all necessary personnel, equipment, or supplies from any department of the City to aid in the carrying out of the provisions of the emergency management plan.

- (i) Supervision of the drafting and execution of mutual aid agreements, in cooperation with the representatives of the State and of other local political subdivisions of the State, and the drafting and execution, if deemed desirable, of an agreement with the county in which said City is located and with other municipalities within the County, for the County-wide coordination of Emergency Management efforts.
- (j) Supervision of, and final authorization for the procurement of all necessary supplies and equipment, including acceptance of private contributions which may be offered for the purpose of improving Emergency Management within the City.
- (k) Authorizing of agreements, after approval by the City Attorney, for use of private property for public shelter and other purposes.
- (l) Survey of the availability of existing personnel, equipment, supplies, and services which could be used during a disaster, as provided for herein.
- (m) Other requirements as specified in the Texas Disaster Act of 1975, Vernon's Texas Codes Annotated, Government Code Chapter 418.

Section 3. EMERGENCY MANAGEMENT PLAN

A comprehensive Emergency Management Plan shall be developed and maintained in a current state. The plan shall set forth the form of the organization; establish and designate divisions and functions; assign responsibilities, tasks, duties, and powers; and designate officers and employees to carry out the provisions of this ordinance. As provided by State law, the plan shall follow the standards and criteria established by the State Division of Emergency Management of the State of Texas. Insofar as possible, the form of organization, titles, and terminology shall conform to the recommendations of the State Division of Emergency Management. When approved, it shall be the duty of all departments and agencies to perform the functions assigned by the plan and to maintain their portion of the plan in a current state of readiness at all times. The emergency management plan shall be considered supplementary to this ordinance and have the effect of law during the time of a disaster.

Section 4. INTERJURISDICTIONAL PROGRAM

The Mayor is hereby authorized to join with the County Judge of the County of ZAVALLA and the mayors of the other cities in said County in the formation of an interjurisdictional emergency management program for the County of ANGELINA and shall have the authority to cooperate in the preparation of an interjurisdictional emergency management plan and in the appointment of a joint Emergency Management Coordinator, as well as all powers necessary to participate in a County-wide program of emergency management insofar as said program may affect the City of ZAVALLA.

Section 5. OVERRIDE

At all times when the orders, rules, and regulations made and promulgated pursuant to this ordinance shall be in effect, they shall supersede and override all existing ordinances, orders, rules, and regulations insofar as the latter may be inconsistent therewith.

Section 6. LIABILITY

This ordinance is an exercise by the City of its governmental functions for the protection of the public peace, health, and safety and neither the City of ZAVALLA, the agents and representatives of said City, nor any individual, receiver, firm, partnership, corporation, association, or trustee, nor any of the agents thereof, in good faith carrying out, complying with or attempting to comply with, any order, rule, or regulation promulgated pursuant to the provisions of this ordinance shall be liable for any damage sustained to persons as the result of said activity. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the City of ZAVALLA a license of privilege, or otherwise permits the City to inspect, designate, and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending, or practice enemy attack or natural or man-made disaster shall, together with his successors in interest, if any, not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, the property of such person.

Section 7. COMMITMENT OF FUNDS

No person shall have the right to expend any public funds of the City in carrying out any Emergency Management activity authorized by this ordinance without prior approval by the City Council, nor shall any person have any right to bind the City by contract, agreement, or otherwise without prior and specific approval of the City Council unless during a declared disaster. During a declared disaster, the Mayor may expend and/or commit public funds of the City when deemed prudent and necessary for the protection of health, life, or property.

Section 8. OFFENSES; PENALTIES

- (a) It shall be unlawful for any person willfully to obstruct, hinder, or delay any member of the Emergency Management organization in the enforcement of any rule or regulation issued pursuant to this ordinance.
- (b) It shall likewise be unlawful for any person to wear, carry, or display any emblem, insignia, or any other means of identification as a member of the Emergency Management organization of the City of Zavalla, unless authority to do so has been granted to such person by the proper officials.

- (c) Any unauthorized person who shall operate a siren or other device so as to simulate a warning signal, or the termination of a warning, shall be deemed guilty of a violation of this ordinance and shall be subject to the penalties imposed by this ordinance.
- (d) Convictions for violations of the provisions of this ordinance shall be punishable by fine not to exceed \$200.00 dollars (\$_____).

Section 9. SEVERABILITY

If any portion of this ordinance shall, for any reason, be declared invalid such, invalidity shall not affect the remaining provisions thereof.

Section 10. LIMITATIONS

This ordinance shall not be construed so as to conflict with any State or Federal statute or with any military or naval order, rule, or regulation.

Section 11. REPEALER

All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

READ AND APPROVED on first reading this the 9th day of October, 1995.

READ, APPROVED AND ADOPTED on second reading this the 13 day of November, 1995.

Opal C. Gant
City of Zavalla, Mayor
Texas

ATTEST:

Donna Marshall
Donna Marshall, City Secretary



MUTUAL AID AGREEMENT

The contracting cities and counties solemnly agree:

SECTION 1. PURPOSE

The purpose of this agreement is to provide mutual aid among the cities and counties in meeting any emergency or disaster from enemy attack or other cause, natural or otherwise. This agreement is made pursuant to the Interlocal Cooperation Act, Vernon's Texas Civil Statutes, Article 4413 (32c), and Vernon's Texas Codes Annotated, Government Code Chapter 418, commonly referred to as the Texas Disaster Act of 1975. This agreement recognizes that the prompt, full and effective utilization of the resources of the respective cities and counties is essential to the safety, care and welfare of the people thereof in the event of a major emergency or disaster. The Directors or Coordinators of Emergency Management of all party cities and counties shall constitute a committee to formulate plans and take all necessary steps for the implementation of this agreement. Such planning shall incorporate the use of resources, including personnel, equipment, and supplies necessary to provide mutual aid.

SECTION 2. RESPONSIBILITIES

It shall be the duty of each party city or county to formulate emergency management plans and programs for application within such city or county. There shall be frequent consultation between the representatives of the cities and counties with the State of Texas and the free exchange of information and services. In carrying out such emergency management plans and programs, the party cities and counties shall, so far as possible, provide and follow uniform standards, practices and rules and regulations including:

- (a) Warnings and signals for exercises or disasters and the mechanical devices to be used in connection therewith;
- (b) Shutting off water mains, gas mains, electric power connections and the suspension of all other utility services;
- (c) Selection of all materials or equipment used or to be used for emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used in or by any other party city or county;
- (d) The conduct of civilians and the movement and cessation of movement of pedestrians and vehicular traffic, prior, during and subsequent to exercises or disasters.
- (e) The safety of public meetings or gatherings.

Any party city or county requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof; provided that it is understood that the city or county rendering aid may withhold

resources to the extent necessary to provide reasonable protection for such city or county. Each party city or county while operating within its city or county limits under the terms and conditions of this agreement, the same powers (except that of arrest unless specifically authorized by the receiving city or county), duties, rights, privileges and immunities as if they were performing their duties in the city or county in which normally employed or rendering services. Emergency management forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency management authorities of the city or county receiving assistance.

All requests for mutual aid under this agreement shall be made through the State Disaster District organization and that organization will serve as a channel through which outside aid will be dispatched.

SECTION 3. LIABILITY

No party city or county or its officers or employees rendering aid in another city or county pursuant to this agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

SECTION 4. SUPPLEMENTARY AGREEMENTS

Inasmuch as it is probable that the pattern and detail of the arrangements for mutual aid among two (2) or more cities or counties may differ from that appropriate among other cities or counties party hereto, this instrument contains elements of a broad base common to all cities and counties, and nothing herein contained shall preclude any city or county from entering into supplementary agreements with another city or county or cities or counties. Such supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons, and the exchange of medical care, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.

SECTION 5. COMPENSATION

Each party city or county shall provide for the payment of compensation and death benefits to injured members of the emergency management forces of that city or county and the representatives of deceased members of such forces in case such members sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within such city or county.

SECTION 6. FINANCE

Any party city or county rendering aid in another city or county pursuant to this agreement shall be reimbursed by the party city or county receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid, and for the cost incurred in connection with such requests; provided, that any aiding party

city or county may assume in whole or in part such loss damage expense, or other cost, and provided further that any two (2) or more party cities or counties may enter into supplementary agreements establishing a different allocation of costs as among those cities or counties.

SECTION 7. SEVERABILITY


This agreement shall continue in force and remain binding on each party city and county until the City Council or Commissioners' Court of such party city or county takes action to withdraw therefrom. Such action shall not be effective until 90 days after notice thereof has been sent by the Emergency Management Director of the party city or county desiring to withdraw to the Emergency Management Director of all other party cities or counties.

This agreement shall be construed to effectuate the purpose stated in Section 1, hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any persons or circumstances is held invalid, the constitutionality of the remainder of the agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 8. APPLICABILITY

This agreement shall become operative immediately upon its approval by any city or county as between it and any other city or county or cities or counties so ratifying. Duly authenticated copies of this agreement and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party cities and counties and with the Division of Emergency Management and other appropriate agencies of the State of Texas.

This agreement shall become binding and obligatory when it shall have been signed by the Mayor and/or County Judge of the respective cities and counties enumerated in this agreement; when it shall have been approved by the City Council and/or Commissioners' Court of each city or county.

 _____ Mayor	_____ County Judge
City of <u>ZAVALLA</u>	_____ County
Date <u>11-13-95</u>	Date _____