

INDEPENDENT CONTRACTOR AGREEMENT

EMERGENCY MANAGEMENT COORDINATOR

This Independent Contractor Agreement (the "Agreement") is made effective October 1, 2021 by and between BURNET COUNTY and JIMMY L. BARHO (the "Contractor").

1. Purpose. BURNET COUNTY is a legal governmental entity in the State of Texas. Contractor provides services as the Burnet County Emergency Management Coordinator. BURNET COUNTY would like to engage Contractor to provide such services and Contractor has agreed to do so on the terms and conditions stated in this Agreement.

2. Engagement of Contractor. Contractor hereby agrees to provide Emergency Management services for BURNET COUNTY at mutually agreed times at BURNET COUNTY'S Emergency Operations Center located at 607 N Vanderveer St. in Burnet, Texas. The following is identified as the non-exclusive list of services to be performed as the Emergency Management Coordinator:

- Ensure compliancy of Burnet County Emergency Management Plan, updates and requirements as dictated by Homeland Security through CAPCOG
- Build local and emergency contact assistance data bases
- Ensure emergency interlocal agreements are up to date, compliant and reviewed annual.
- Represent Burnet County at CAPCOG Homeland Security Committee
- WebEOC: provide training and system updates. Coordinate WebEOC participation in times of emergency.
- NIMS: coordinate and provide training and record keeping of courses of County Elected Officials, EOC volunteers
- Communications training with countywide assistance providers
- Provide Training and exercises for PIO, Volunteer Management, Individual Assistance Coordinator, Public Assistance Coordinator, Technology Supervisor, County Judge and Commissioners (etc)
- Coordinate communications update with necessary departments and providers
- Work with Volunteer Coordinator to build a community wide volunteer program (coordinate and provide trainings, meetings)
- Write and coordinate emergency management and communication grants
- Coordinate ENS messages during emergency events approved by County Judge
- Maintain and upkeep of EOC assigned vehicle and equipment
- Set up and organize EOC at Burnet County Courthouse
- Work with County Judge to prepare operations budget annually
- Coordinate emergency management training and exercises with municipalities, community volunteers etc.
- Coordinate emergency notifications from dispatch to Judge and Commissioners
- During emergency situations, work with county judge to set up and administer EOC.
- Develops, implements, and evaluates policies, procedures, goals, objectives, and priorities for the Burnet County Emergency Management and Homeland Security operations.
- Conducts continual risk analysis of potential all hazard situations.
- Develops, maintains, and distributes the Burnet County Emergency Operation Plan, Mitigation Action Plan, and associated documentation and action plans; conducts periodic and random reviews of the County's preparedness; and resolves issues and recommends solutions to ensure appropriate implementation and utilization.

- Develops and delivers training on Emergency Management programs and procedures to Burnet County staff; and plans and coordinates emergency preparedness exercises and drills, including preparing appropriate reports for federal and state authorities and agencies; and ensures NIMS training compliance
- Establishes cooperative partnerships with and provides appropriate training to area fire departments, law enforcement agencies, municipalities, local school districts, public works agencies, building officials, public safety communications agencies, Burnet County departments and officials, and public officials.
- Represents Burnet County by participating or attending task forces, working groups, committees or subcommittees meetings, advisory group, emergency functions, neighborhood groups, boards and commissions, seminars, conferences, professional associations meetings, and private organizations.
- Reviews expenditures, expense reports, requisitions for equipment procurement, and develops RFP's to assist in the bidding process.
- Manages Homeland Security Grants; and researches and makes recommendations on all future Homeland Security Grant funding sources.
- Serves as a liaison to the Capital Area Council of Governments, and Federal and State Homeland Security Departments; and coordinates with state and federal emergency management personnel concerning disaster mitigation, preparedness, response, and recovery activities.
- Attend appropriate meetings with local, state, and federal government agencies.
- Communicates with the public and news media; prepares and delivers public awareness presentations to civic groups, medical facilities, schools, and other community organizations.
- Ensures County's compliance with all federal and state regulations regarding hazardous materials storage, incident response, and recovery activities.
- Manages the Burnet County Emergency Operations Center during complex all hazard emergency incidents; monitors and evaluates selected service delivery methods and procedures to be utilized in disasters or other major incidents; and acts as Burnet County's Emergency Management liaison with expertise in hazardous materials response, control, mitigation, and recovery.
- Monitors flood control areas to assure safety of residents and their ability to reach higher ground if necessary.
- Performs administrative tasks and other duties.

3. Payment for Services. Contractor shall be paid \$3,443.75 per month for 12 months in return for providing services as an Emergency Management Coordinator. Unless otherwise agreed, payments will be made on a monthly basis.

4. Term/Termination. The term of this contract is TWELVE (12) months, beginning October 1, 2021 and ending September 30, 2022. This contract shall automatically renew at its monthly specified costs at the end of this contract as long as funding is made available by the Burnet County Commissioners Court via its yearly budgeting process unless one party notifies the other in writing of an intent not to re-new this agreement. Both parties may terminate this contract for any reason by providing sixty-day written notice to the other party. Either party may terminate this Agreement at any time with or without cause. BURNET COUNTY will pay Contractor for all work completed prior to termination.

5. Relationship with the Parties. It is understood by the parties that Contractor is an independent contractor with respect to BURNET COUNTY and is not an employee of BURNET COUNTY. BURNET COUNTY will provide assignments to Contractor but will not otherwise control the means and instrumentalities by which Contractor completes the assignments. BURNET COUNTY will not provide fringe benefits including health insurance benefits, paid vacation or any other employee benefit for Contractor. Contractor shall be solely responsible for payment of all taxes owed on any amounts paid hereunder; BURNET COUNTY will not withhold any employment taxes. Contractor may work for any other party and BURNET

COUNTY may engage any other person to provide the same or similar services as it deems necessary. Contractor has no authority to bind BURNET COUNTY to any contractual agreements.

6. Additional Obligations. Burnet County recognizes and assumes liability on behalf of any torts by Contractor due to any action or work he performs on behalf of Burnet County. This liability coverage shall exist or be limited by Burnet County liability insurance policies.

Dispute Resolution. This Agreement shall be governed by and construed under the laws of the State of Texas. All disputes arising under this Agreement may be resolved by mediation in Burnet, Texas. However, that either party may request relief as necessary from any court of competent jurisdiction.

7. Venue. Venue for this contract is in Burnet County, Texas.

BURNET COUNTY

By: _____

Printed Name: County Judge James Oakley

CONTRACTOR:

Mr. Jimmy L. Barho
Independent Contractor