

# MUTUAL AID AGREEMENT

The contracting cities and counties solemnly agree:

## SECTION 1. PURPOSE

The purpose of this agreement is to provide mutual aid between counties in meeting emergency or disaster from enemy attack or other cause, natural or otherwise. This agreement is made pursuant to the Texas Codes and Constitution Sec. 791.027 Emergency Assistance, 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 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 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 county to formulate emergency management plans and programs for application with their own county. There shall be frequent consultation between the representatives of the 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 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 purposed to assure that such materials and equipment will be easily and freely interchangeable when used in or by any other party 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 meeting or gatherings.

Any party 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 county rendering aid may withhold resources to the extent necessary to provide reasonable protection for their own county. Each party county while operating within the county limits of the aided county under the terms and conditions of this agreement, has the same powers (except that of arrest unless specifically authorized by the receiving county), duties, rights, privileges and immunities as if they were performing their duties 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 county receiving assistance.

Requests for mutual aid under this agreement may be made through the State Disaster District organization, the county emergency management organization, or directly by the incident commander.

### **SECTION 3. LIABILITY**

party county or its officers or employees rendering aid in another 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 probably that the pattern and detail of the arrangements for mutual aid among two (2) or more counties may differ from the appropriate among other counties party thereto, this instrument contains elements of a broad base common to all counties, and nothing herein contained shall preclude any county from entering into supplementary agreements with another county 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 county shall provide for the payment of compensation and death benefits to injured members of the emergency management forces of that 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 their own county.

### **SECTION 6. FINANCE**

Any party county rendering aid in another county pursuant to this agreement shall not seek reimbursement from the party 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 county will assume in whole or in part such loss damage expense, or other cost, and provided further that any two (2) or more party counties may enter into supplementary agreements establishing a different allocation of costs as among those counties.

### **SECTION 7. SEVERABILITY**

This agreement shall continue in force and remain binding on each party county until the Commissioners' Court of such party county takes action to withdraw therefrom. Such action shall not be effective until 90 days after thereof has been sent by the Emergency Management Director of the party county desiring to withdraw to the Emergency Management Director of all other party 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 county as between it and any other county 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 County Judge of the respective counties enumerated in this agreement; when it shall have been approved by the Commissioners' Court of each county.



**BEN E. PRAUSE**  
County Judge/Emergency Mgmt. Director  
DeWitt County

Date

Nov. 19, 2002



**CHARLES J. ROTHER**  
County Judge/Emergency Mgmt. Director  
Lavaca County

Date

Dec. 3, 2002