

**INTERJURISDICTIONAL
MUTUAL AID AGREEMENT**

**STATE OF TEXAS
COUNTY OF LAVACA**

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This **Mutual Aid Agreement** ("Agreement") is entered into by, between and among Lavaca County Texas ("County") and the City of Moulton a Texas municipal corporation located within or partially with the County (collectively, "the Parties").

RECITALS

The Parties recognize the vulnerability of the people and communities located within the County to damage, injury, and loss of life and property resulting from Disasters and/or civil emergencies and recognize that Disasters and/or civil emergencies may present equipment and manpower requirements beyond the capacity of each individual Party; and

The Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural Disasters, all capable of causing severe damage to property and danger to life; and

The Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of such calamities; and

The governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of a Disaster and/or Civil Emergency; and

The Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with Disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act); Chapter 418, Texas Government Code (Texas Disaster Act of 1975); and Chapter 362, Local Government Code; and

The Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would provide that adequate equipment and manpower is available, and would help ensure that Mutual Aid is accomplished in the minimum time possible in the event of a Disaster or Civil Emergency and thus desire to enter into an agreement to provide Mutual Aid.

It is expressly understood that any Mutual Aid extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provisions of law, and except as otherwise provided by

law that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid plans.

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS**. The recitals set forth above are true and correct.
2. **DEFINITIONS**. For purposes of this Agreement, the terms listed below will have the following meanings:
 - A. **AGREEMENT** - this Interjurisdictional Mutual Aid Agreement, duly executed.
 - B. **ASSISTING PARTY** - the Party furnishing equipment, supplies, facilities, services and/or manpower to the Requesting Party.
 - C. **CIVIL EMERGENCY** - an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
 - D. **DISASTER** - the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring Emergency action.
 - E. **EMERGENCY** - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
 - F. **MUTUAL AID** - includes, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.
 - G. **REQUESTING PARTY** - the Party requesting aid in the event of a Disaster or a Civil Emergency.
3. **PARTY'S EMERGENCY MANAGEMENT PLAN**. Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency and/or disaster mitigation, preparedness, response and recovery, in accordance with Chapter 418 of the Texas Government Code. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide and/or receive Mutual Aid. The emergency management plan shall be submitted to the Governor's Division of Emergency Management.

4. EMERGENCY MANAGEMENT DIRECTOR. The County Judge of the County and the Mayor of each participating municipality in this Agreement shall each serve as the Emergency Management Director for his/her respective jurisdiction.

5. ACTIVATION OF AGREEMENT. This Agreement may be activated by the Emergency Management Director of the affected Party or the designee of the Emergency Management Director making a request for aid after he or she has made:

- (a) A declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code;
- (b) A finding of a state of Civil Emergency; or
- (c) The occurrence or imminent threat of an emergency such that local capabilities are or are predicted to be exceeded.

The activation of the Agreement shall continue, whether or not the local Disaster declaration or state of Civil Emergency is still active, until the services of the Assisting Party are no longer required.

6. PROCEDURES FOR REQUESTS AND PROVISION OF MUTUAL AID. The Emergency Management Director or his or her designee may request Mutual Aid assistance by: (1) submitting a written Request for Assistance to an Assisting Party, or (2) orally communicating a request for Mutual Aid assistance to an Assisting Party, which shall be followed by a written request within 24 hours. Mutual Aid shall not be requested by a Party unless it is directly related to the Disaster or Emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Emergency Management Director of the Requesting Party or by his or her designee.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the Emergency Management Director of the Assisting Party or his or her designee and provide the necessary information as prescribed in Section 6.B. hereto.

B. REQUIRED INFORMATION BY REQUESTING PARTY. Each request for assistance shall be accompanied by the following information, to the extent known:

- 1) A general description of the damage or injury sustained or threatened;
- 2) Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.), and the particular type of assistance needed;
- 3) The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the length of time that each will be needed; and
- 4) The location or locations to which the resources are to be dispatched and

- the specific time by which the resources are needed; and
- 5) The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party at each location to which resources are dispatched.

This information may be provided on a form designed for this purpose or by any other available means.

C. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE. When contacted by a Requesting Party, the Emergency Management Director of the Party from which aid is requested or his or her designee agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. Each Party shall render assistance to the extent personnel, equipment and resources are deemed available by the party from whom assistance is requested. No Party shall be required to provide Mutual Aid unless the providing party's Emergency Management Director determines that (1) the providing party has sufficient resources to do so based on current or anticipated events within its own jurisdiction and (2) the requesting party will be obligated and likely to provide reimbursement for the services provided.

D. INFORMATION REQUIRED OF THE ASSISTING PARTY. An Emergency Management Director or his or her designee who determines that the Assisting Party has available personnel, equipment, or other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- 1) A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- 2) The estimated length of time that the personnel, equipment, and other resources will be available;
- 3) The name of the person or persons to be designated as supervisory personnel; and
- 4) The estimated time of arrival for the assistance to be provided to arrive at the designated location.

This information may be provided on a form designed for this purpose or by any other available means.

E. SUPERVISION AND CONTROL: When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party, the response effort to which SHALL be organized and functioning within an Incident Command System (ICS) or Unified Command System (UCS) format. Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the

Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party.

F. **MUTUAL AID PLAN.** Each Party will develop a continuity of government plan which specifies those positions authorized to activate this Agreement.

G. **FOOD, HOUSING, AND SELF-SUFFICIENCY:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency or Disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

H. **COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

I. **RIGHTS AND PRIVILEGES:** Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

J. **TERM OF DEPLOYMENT:** The initial duration of a request for assistance will be specified by the Requesting Party, to the extent possible by the situation.

K. **SUMMARY REPORT:** Within ten working days of the return of all personnel deployed under this Agreement, the Requesting Party will prepare a Summary Report of the event, and provide copies to each Assisting Party. The report shall, at a minimum, include a chronology of events and description of personnel, equipment and materials provided by one Party to the other.

7. **COSTS.** All costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid for by the Assisting Party and reimbursed by the Requesting Party at actual cost. The Assisting Party may submit requests for reimbursement at any time prior to a date **30** working days after the return of all personnel deployed under this Agreement. Such requests shall identify with specificity each service, labor, or equipment provided and the

unit and total costs associated with each. The Assisting Party shall be responsible for creating and maintaining for a period of three years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement.

8. WORKERS COMPENSATION COVERAGE: Each Party shall only be responsible for providing workers compensation coverage for its own permanent employees to the extent required by the Texas Workers' Compensation Act. The Requesting party shall **not** be obligated or expected to provide insurance for officers, employees, or agents of the Assisting Party. This agreement shall not require any party to provide insurance coverage for any person.

9. 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 with respect to any third party 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.

10. EXPENDING FUNDS. Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

11. TERM. This Agreement shall become effective as to each Party on August 10, 2006 and shall continue in force and remain binding on each and every Party for 12 months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties. Any Party may terminate this agreement on 10 days written notice to the other Party. Upon termination of this agreement, Requesting Party shall continue to be obligated to reimburse Assisting Party for services provided prior to termination. The record-keeping obligations of this agreement shall continue for three years after such termination.

12. ENTIRETY. This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with a Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 18 below.

13. RATIFICATION. Each Party hereby ratifies the actions of its personnel and the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

14. OTHER MUTUAL AID AGREEMENTS. It is understood that certain Parties may have heretofore contracted or may hereafter contract with each other for Mutual Aid in Civil

Emergency and/or Disaster situations, and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions this Agreement shall be superior to any such individual contract. To assist each other in the process of Mutual Aid response planning, each Party agrees to attempt to inform the other Parties of all Mutual Aid Agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

Notwithstanding the foregoing, the Parties acknowledge that a County may be a party to Mutual Aid agreements similar to this Agreement with other counties, which counties have Mutual Aid agreements with municipalities within their respective jurisdictions. The Parties hereto agree to consider providing Mutual Aid to such other counties and municipalities upon request so long as there is a reciprocal agreement to provide Mutual Aid to the parties to this Agreement and only to the extent the requesting county or municipality agrees to reimbursement of the actual costs of providing Mutual Aid. Any Assisting Party may require additional indicia of intent to reimburse from any Requesting Party, with the nature and substance of such additional indicia to be at the discretion of the Assisting Party. In no event, may the resources of any entity be utilized by any other entity without the permission of the entity owning said resources, and nothing in this agreement will abrogate the right of any entity to deny the provision of any resources to any other entity.

15. INTERLOCAL COOPERATION ACT. The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

16. SEVERABILITY. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

17. VALIDITY AND ENFORCEABILITY. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

18. AMENDMENT. This Agreement may be amended only by the mutual written consent of the Parties.

19. TERMINATION. Any Party may at any time by resolution or notice given to the other Party decline to participate in the provision of Mutual Aid to that party. The chief elected official of a Party, which is a signatory hereto, shall give notice of termination of participation in this agreement to the designated party. Such termination shall become effective immediately upon the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement

as between the other Parties hereto.

20. THIRD PARTIES. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in any person or entity that has not signed this agreement.

21. NOTICE. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Chief Elected Official, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile transmission as follows:

22. WARRANTY. The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

23. GOVERNING LAW AND VENUE. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, exclusive venue for any lawsuit filed pursuant to this agreement shall lie in Lavaca County, Texas, except to the extent mandatory venue lies elsewhere.

24. HEADINGS. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original effective August 10, 2006.

Lavaca County, Texas:
Ronald L. Lusk
Lavaca, County Judge

City of Moulton
Michael W. Arnold
MICHAEL W. ARNOLD, City Manager

(seal)

(seal)

Attest: Eliza Kowen

Attest:

Lavaca, County Clerk

Gloria Jasak
Gloria Jasak, City Secretary

Form Approved:

_____, City Attorney