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# 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:

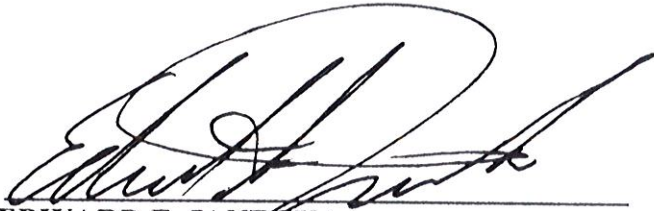
- (a) Warnings and signals for exercises or disasters and the mechanical devices to be used in connection therewith;
- (b) Shutting off water mains, gas mains, electric power connections and the suspension of all other utility services;
- (c) Selection of all materials or equipment used or to be used 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.

**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.**



**EDWARD F. JANECKA**  
County Judge/Emergency Mgmt. Director  
Fayette County

Date 8/30/02



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

Date 9/3/02