

**INTERJURISDICTIONAL
MUTUAL AID AGREEMENT**

STATE OF TEXAS

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This **Mutual Aid Agreement** (“Agreement”) is entered into by, between, and among the political subdivisions located wholly or partially within the State of Texas that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (collectively, “the Parties”).

RECITALS

The Parties recognize the vulnerability of the people and communities located within the State 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); Chapter 421, Texas Government Code (Homeland Security); 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 of 1975” and other applicable provisions of law.

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. **ADMINISTRATIVE AGENCY** – the entity designated by the Parties to be responsible for maintaining and distributing Point of Contact information and for maintaining the original signature pages of the Parties to this Agreement.
 - C. **ASSISTING PARTY** - the Party furnishing equipment, supplies, facilities, services and/or manpower to the Requesting Party.
 - D. **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.
 - E. **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 or requiring homeland security activity (as that term is defined in Chapter 421 of the Texas Government Code).
 - F. **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.
 - G. **MUTUAL AID** - includes, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.
 - H. **THE PLAN** – CAPCOG Regional Mutual Aid Plan or any plan that supersedes it.
 - I. **POINT OF CONTACT** – the individual or office authorized by the governing body of each Party to request or respond to a request for Mutual Aid on behalf of the Party. A Party’s Emergency Management Director or Chief Executive Officer is always a Point of Contact.
 - J. **REQUESTING PARTY** - the Party requesting aid in the event of a Disaster or a Civil Emergency.
3. **ADMINISTRATIVE AGENCY.** The Parties hereby designate the Capital Area Council of Governments (“CAPCOG”) to be the Administrative Agency under this Agreement. CAPCOG is responsible for maintaining and distributing current Point of Contact information to all Parties. CAPCOG is also responsible for maintaining the original signature pages of the Parties to this Agreement.
4. **POINT OF CONTACT DESIGNATION.** Each party shall provide the Administrative Agency with a written protocol by which its designated Points of Contact may be contacted twenty-four hours a day, seven days a week. This protocol will designate, by name or position, the person or persons authorized to

request or respond to a request for Mutual Aid on behalf of a Party under terms of this Agreement and will include at least two alternate means of contacting the Party's Point(s) of Contact. Each Party must notify the Administrative Agency of any change in its Point of Contact protocol as soon as practicable by submitting it in writing to: Executive Director, Capital Area Council of Governments, 2512 S. IH-35, Suite 200, Austin, Texas 78704 or by fax to the Executive Director of CAPCOG at 512/916-6001.

5. **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.

6. **IMPLEMENTATION OF AGREEMENT.** A Point of Contact for his/her respective jurisdiction shall take all steps necessary for the implementation of this Agreement.

7. **INITIATION OF REQUEST.** A request under this Agreement may be made by a Point of Contact after one of the following occurs:

- (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 provision of Mutual Aid under this 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.

8. **PROCEDURES FOR REQUESTS AND PROVISION OF MUTUAL AID.** A Point of Contact may request Mutual Aid assistance by: (1) submitting a written Request for Assistance to a Point of Contact of an Assisting Party, (2) orally communicating a request for Mutual Aid assistance to a Point of Contact of an Assisting Party, which shall be followed by a written request, or (3) by submitting a request in accordance with the Plan. The written request shall reference that the request is made pursuant to this Agreement. 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 a Point of Contact of the Requesting Party to a Point of Contact of the Assisting Party or in accordance with the terms of the Plan.

A. **REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party's Point of Contact may directly contact a Point of Contact of the Assisting Party and provide the necessary information as prescribed in Section 8.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, a Point of Contact of the Party from which aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines in its sole discretion that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

D. INFORMATION REQUIRED OF THE ASSISTING PARTY. A Point of Contact 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 in accordance with the guidelines outlined in the National Incident Management System. Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Assisting Party. Emergency Medical Services organizations providing assistance under this Agreement will utilize the medical protocols authorized by their medical director. 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. CAPCOG Regional Mutual Aid Plan: By their signatures below, each Party hereto certifies that it will provide Mutual Aid assistance under this Agreement in accordance with the Plan.

G. FOOD, HOUSING, AND SELF-SUFFICIENCY: Subject to Paragraph 9 of this Agreement, 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 organization's 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.

9. 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. Requests for reimbursement must be submitted as soon as practicable but in no event later than sixty (60) days after the return of all personnel deployed under this Agreement. Failure to submit a request for reimbursement within the specified time frame will result in the Assisting Party not being reimbursed for the Mutual Aid provided unless Federal or State Government extends the deadline for filing requests for reimbursement. 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. Such costs and reimbursements shall be paid from current funds of the respective Party. In the event federal funds are available for costs associated with the provision of Mutual Aid, the Parties agree that the Requesting Party must make the claim for the eligible costs of the Assisting Party on its subgrant application and will disburse the federal share of funds to the Assisting Party. Reimbursement under this section will be made by the Requesting Party no later than: (1) one-hundred eighty (180) days after receipt of the request for reimbursement; or (2) ninety (90) days after the Requesting Party receives reimbursement from the federal or state government, whichever is sooner. The Parties hereto recognize that each benefits from the existence of this Mutual Aid Agreement and expect that each will both provide and receive critical aid over the life of the Agreement. The Assisting Party may assume in whole or in part any costs associated with the provision of Mutual Aid or may loan or donate

equipment or services to the Requesting Party without charge or cost.

10. INSURANCE

A. WORKERS' COMPENSATION COVERAGE: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

B. AUTOMOBILE LIABILITY COVERAGE: Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

C. GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY: Each Party agrees to obtain or continue its general liability, public official's liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.

D. OTHER COVERAGE: The Assisting Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

11. WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED. Pursuant to §§ 421.062-Liability Under Interlocal Contract and 791.006-Liability in Fire Protection Contract or Provision of Law Enforcement Services, Texas Government Code, the Party furnishing services under this Agreement is not responsible for any civil liability that arises from the furnishing of those services.

A. It is expressly agreed that the furnishing of assistance under this Agreement by a Party owning a public power utility and involving the use of public power utility personnel or equipment ("Utility Assisting Party") shall be deemed to be the furnishing of a service "related to a homeland security activity" within the ambit of § 421.062, Texas Government Code. A Requesting Party shall make no claim of any kind against a Utility Assisting Party based on an assertion that services were rendered in a proprietary capacity or that the actions of a Utility Assisting Party constituted proprietary activities. If the furnishing of services by a Utility Assisting Party ever is held not "related to a homeland security activity" within the ambit of § 421.062, the Requesting Party assumes all risk of and responsibility for any claims against the Utility Assisting Party that arise out of the Utility Assisting Party's furnishing of assistance under this Agreement.

B. No Party waives or relinquishes any immunity or defense on behalf of itself, its governing body, 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.

12. 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.

13. TERM. This Agreement shall become effective as to each Party on the date signed and shall continue in force and remain binding on each and every Party through December 31 of the year signed. 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 pursuant to Section 22 of 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.

14. **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 Sections 16 and 17 below.

15. **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.

16. **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 of this Agreement shall be superior to any such individual contract; provided, however, that the Assisting and Requesting Parties may agree to use expense reimbursement provisions of another existing Mutual Aid Agreement between them.

17. **INTERLOCAL COOPERATION ACT**. The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service”, including aid rendered by a municipally-owned public power utility, and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

18. **CONFIDENTIALITY**. The Parties recognize that the provision of Mutual Aid under this Agreement may result in the transfer of confidential medical information between them. The parties recognize and agree to guard the confidentiality of such information as required by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Texas Medical Practice Act, and other state privacy laws pertaining to the confidentiality of medical records.

19. **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.

20. **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.

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

22. **TERMINATION**. Any Party may at any time by resolution or notice given to the Administrative Agency decline to participate in the provision of Mutual Aid. The governing body of a Party which is a signatory hereto shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to the Administrative Agency. Such termination shall become effective not earlier than 30 days after 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.

23. **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 third parties.

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

25. **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.

26. **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, venue shall lie in the county in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

27. **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.

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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, on the date specified on the multiple counterpart executed by such entity.

NAME OF ENTITY: _____

Signature: _____ Title: _____

Printed Name : _____

Date: _____