

**REGIONAL MUTUAL AID AGREEMENT
AUTHORIZING RESOLUTION**

STATE OF TEXAS:
COUNTY OF _____

This Regional Mutual Aid Agreement (RMA) is entered into by and between all the Parties identified in Attachment 3, in the Alamo Area Council of Governments Region (the "Region").

RECITALS

WHEREAS, the Parties recognize the vulnerability of the people and communities located within the Region to damage, injury, and loss of life and property resulting from a disaster event, and recognize that these events may present equipment and manpower requirements beyond the capacity of each individual Party; AND

WHEREAS, the Parties recognize that in the past, mutual aid has been provided between or among the Parties in the form of personnel, supplies and equipment during disasters and/or civil emergencies and during cleanup periods; AND

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of mutual aid and protection of life and property in the event of a disaster and/or civil emergency; AND

WHEREAS, the Parties wish to make suitable arrangements for furnishing mutual aid in coping with disasters and/or civil emergencies and are so authorized to 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), Chapter 362, Texas Government Code and Executive Order No. RP-12 by the Governor of the State of Texas (April 3, 2002); AND

WHEREAS, the Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, ensure that adequate equipment is available, and ensure that mutual aid is accomplished in the minimum time possible; AND

WHEREAS, the Commissioner's Court / City Council resolves that the _____ shall have the authority to participate in the Regional Mutual Aid Program in accordance with the following terms and conditions, that shall be in the nature of a compact and agreement among participating entities that have adopted similar executive orders, ordinances or resolutions. This Regional Mutual Aid program may include requests for and the provision of personnel, equipment, materials, and other forms of assistance, or any combination of assistance, to any entity within the Alamo Area Council of Governments Region, pursuant to the following terms and conditions:

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. RECITALS. The recitals set forth above are true and correct.

SECTION 2. DEFINITIONS. For the purposes of this Agreement, the terms listed below will have the following meanings:

- A. "DISASTER EVENT".
 - a. "HOMELAND SECURITY ACTIVITY" – any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
 - b. "CIVIL EMERGENCY" – the 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.
 - c. "DISASTER" -- any 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 defined in Chapter 418 of the Texas Government Code, acts of terrorism, and other public calamity requiring emergency action.
 - d. "DISASTER THREAT" -- a disaster that is likely to clearly exceed local capabilities and require a broad range of state and federal assistance.
- B. "EVENT AGREEMENT" -- a contract between two member political subdivisions entered into at the time of emergency in which the Assisting Party agrees to provide specified resources to the Requesting Party under the terms and conditions specified in the Agreement.
- B. "REQUESTING PARTY" -- the member political subdivision requesting aid in the event of an emergency or disaster and participating in the Regional Mutual Aid Program pursuant to the terms and conditions of this Resolution.
- C. "ASSISTING PARTY" -- the member political subdivision furnishing equipment, services and/or manpower to the Requesting Party, and participating in the Regional Mutual Aid Program ("the Program") pursuant to terms consistent with those in this Resolution.
- D. "AUTHORIZED REPRESENTATIVE" -- an officer or employee of a member political subdivision having written authority from that entity to request, offer, or provide assistance under the terms of this Resolution.
- E. "COG" – Alamo Area Regional Council of Governments..
- F. "IMPLEMENTATION GUIDEBOOK" -- Guidance document promulgated by the COG to assist member political subdivisions with regional mutual aid activities, by providing procedures and minimum standards for participation, and compliance with state and federal reimbursement requirements.
- G. "POLITICAL SUBDIVISION" – means county or incorporated city.
- H. "DDC" – means District Disaster Committee as established in each Texas Department of Public Safety Region.

SECTION 3. PARTY'S EMERGENCY MANAGEMENT PLAN. Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency/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 mutual aid. The emergency management plan shall be submitted to the Governor's Division of Emergency Management.

SECTION 4. EMERGENCY MANAGEMENT DIRECTOR. The County Judge of each County and the Mayor of each city participating in this Agreement shall serve as the Emergency Management Director for his/her respective jurisdiction and shall take all steps necessary for the implementation of this Agreement. Each Emergency Management Director may designate an Emergency Management Coordinator who shall serve as an assistant to the County Judge or Mayor of the political subdivision for emergency management purposes.

SECTION 5. ACTIVATION OF AGREEMENT. This Agreement may be activated in the event of either:

- (a) a declaration of a local state of disaster by a Party pursuant to Chapter 418 of the Texas Government Code; or
- (b) the finding of a state of civil emergency by the Emergency Management Director of the governing body of a Party; or
- (c) a Homeland Security Activity.

The activation of the Agreement shall continue, whether or not the "Disaster Event is still active, until the services of the Party rendering aid are no longer required or when the officer in charge of the forces of the Party rendering aid determines, in his sole discretion, that further assistance should not be provided.

SECTION 6. REQUEST FOR MUTUAL AID.

(A) Local Disaster. In the event of a local disaster declaration, the Emergency Management Director or the designated Emergency Management Coordinator of a Party seeking mutual aid shall make the request directly to the Authorized Representative of the Assisting Party from whom aid is sought. A Party from whom mutual aid is sought shall furnish mutual aid to cope with the disaster to the requesting Party, subject to the terms of this Agreement. In the event of a widespread disaster affecting more than one Party, each affected Party shall utilize its respective State of Texas Department of Public Safety Disaster District Committee for coordinating the provision of mutual aid.

(B) Civil Emergency. If the presiding officer of the governing body of a Party determines that a state of civil emergency exists that requires assistance from another Party, the presiding officer (or his authorized representative) of the Party requesting mutual aid shall make the request directly to the Authorized Representative of the Assisting Party from which assistance is sought and provide the information in the Request Form prescribed in the Regional Mutual Aid Implementation Guidebook. Before the emergency assistance is provided, the presiding officer (or his authorized representative) of the Party assisting shall authorize such assistance by resolution or other official action, in accordance with Chapter 791 of the Texas Government Code. In the event of a widespread civil emergency affecting more than one Party hereto, each affected Party shall utilize its respective State of Texas Department of Public Safety Disaster District Committee for coordinating the provision of mutual aid.

(C) DISASTER THREAT. In the event of an imminent threat of an emergency such that local capabilities are or are predicted to be exceeded, the Emergency Management Director or the designated Emergency Management Coordinator, or the Authorized Representative of a Party seeking mutual aid shall make the request directly to the Authorized Representative of the Assisting Party from which assistance is sought and provide the information as required by Attachment 2 of this agreement.

CONDITIONS. The furnishing of resources under this Agreement is subject to the following conditions:

- (a) Requests for assistance must be made in writing or by facsimile utilizing the RMA-2 Request Form included in the Regional Mutual Aid Implementation Guide;
- (b) A request for aid shall specify the amount and type of resources being requested, the location where the resources are to be dispatched, and the specific time by which such resources are needed;
- (c) The Assisting Party shall take such action as is necessary to provide and make available the resources requested, provided however, that the Assisting Party, in its sole discretion, shall determine what resources, if any, it has available to respond to the request; and
- (d) The Assisting Party shall report to the officer in charge of the Requesting Party's forces at the location to which the resources are dispatched.
- (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). Direct supervision and control of personnel, equipment and resources 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, upon reasonable notice to the Requesting Party. At least twenty-four hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party unless such notice is not practicable, in which case such notice as is reasonable shall be provided;
- (f) 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 Alamo Area Council of Governments Regional Mutual Aid Plan. Additionally, 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 communications equipment sufficient to maintain communications among their respective operating units;
- (i) RIGHTS AND PRIVILEGES: Whenever the officials, employees and volunteers of the Assisting Party are rendering aid pursuant to this Agreement, such persons shall have the powers, duties, rights, privileges, and immunities, and shall receive ~~the~~ compensation, incidental to their employment or position;
- (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 days of the return of all personnel deployed under this Regional Mutual Aid Agreement, the Requesting Party will prepare a Summary Report of the event, and provide copies to each Assisting Party. The report shall include a chronology of events and description of personnel, equipment and materials provided by one party to the other.

SECTION 7. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided pursuant to this Resolution shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the Event Agreement.

- A. **PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses (including travel expenses, benefits, workers' compensation claims and expenses) incurred during the period of assistance, unless agreed to otherwise by the parties in the Event Agreement.
- B. **EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228, or other regulations in effect at the time of the Disaster Event. Each Party shall maintain its own equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.
- C. **MATERIALS AND SUPPLIES:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Party's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the disaster. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the COG.
- D. **RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party in accordance with existing policies and practices. Upon the declaration of a state or federal disaster, the Requesting Party and Division of Emergency Management personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel. Division of Emergency Management personnel will assist the Requesting Party in seeking federal and State reimbursement.
- E. **PAYMENT:** Unless otherwise mutually agreed, the Assisting Party shall bill the Requesting Party for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in

accordance with applicable federal or State regulations. The Requesting Party shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the statement, unless otherwise agreed upon.

SECTION 8. 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:** To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability and law enforcement liability, if applicable, or maintain a comparable self-insurance program.
- D. **OTHER COVERAGE:** The Assisting Party shall provide and maintain their standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.

SECTION 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, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense 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.

SECTION 10. EQUIPMENT AND PERSONNEL. During the time mutual aid is being furnished, all equipment used by the Assisting Party shall continue to be owned, leased, or rented by the Assisting Party. At all times while equipment and personnel of a Assisting Party are traveling to, from, or within the geographical limits of the Requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Assisting Party. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.

SECTION 11. 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.

SECTION 12. TERMINATION. It is agreed that any Party hereto shall have the right to terminate its participation in this Agreement upon thirty (30) days written notice to the other Parties hereto.

SECTION 13. TERM. This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 12 of this Agreement. Termination of participation in this Agreement by a Party shall not affect the continued operation of this Agreement between and

among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

SECTION 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 Section 16 below.

SECTION 15. RATIFICATION. Each Party hereby ratifies the actions of its personnel taken prior to the date of this Agreement.

SECTION 16. OTHER MUTUAL AID AGREEMENTS. Notwithstanding Section 14, it is understood and agreed that certain signatory 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.

Specifically, the existence of this Agreement shall not prevent a municipality, county, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity, in accordance with the provisions in Section 418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government, which is a Party hereto from providing emergency assistance to another Local Government, which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.

SECTION 17. 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 Inter-local Cooperation Act.

SECTION 18. SEVERABILITY. If a provision contained in this Agreement is deemed to be 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.

SECTION 19. 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.

SECTION 20. AMENDMENT. This Agreement may be amended only by the mutual written consent of the Parties.

SECTION 21. 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.

SECTION 22. WARRANTY. The Agreement has been officially authorized by the governing body 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.

SECTION 23. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be in accordance with the Texas Rules of Civil Procedure.

SECTION 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.

SECTION 25. ROLE OF THE REGIONAL COUNCIL OF GOVERNMENT. The Alamo Area Council of Governments shall, during normal business hours provide staff support to political subdivisions, officers and authorized agencies, and shall serve as the central depository for agreements, resolutions, ordinances and executive orders, the resources of each Party and will maintain a current listing of member political subdivisions and provide a copy of this listing to each on an annual basis or as required.

SECTION 26. ROLE OF THE REGIONAL DISTRICT DISASTER COMMITTEE. The District Disaster Council shall, during emergency operations, (1) request mutual aid on behalf of a member political subdivision, under the circumstances identified in this Agreement, (2) keep a record of all Requests for Assistance and Acknowledgments, (3) report on the status of ongoing emergency or disaster-related mutual aid as appropriate, and assist participants in meeting all procedural and other requirements, including those pertaining to federal and State cost reimbursement.

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MUTUAL AID AUTHORIZING RESOLUTION

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.

_____, _____ County, Texas:

NAME: _____ Date _____

Signature: _____

[Judge or Mayor] of _____ [County/City]

Attest: _____

Received by:

NAME: Al J. Notzon, III
Executive Director
Alamo Area Council of Governments
Date _____

Signature: _____

Please Complete Contact Information

Primary:

Contact Name: _____

Office Number: _____ **24 Hour Contact No.** _____

E-mail address: _____

Alternate:

Contact Name: _____

Office Number: _____ **24 Hour Contact No.** _____

E-mail address: _____