

**MUTUAL AID AGREEMENT FOR PUBLIC ASSISTANCE  
BETWEEN CITY OF GALVESTON AND ASSET GROUP, INC.**

State of Texas §  
County of Galveston §

This Mutual Aid Agreement (Agreement) is entered into by and between the City of Galveston, Texas (“Requesting Party”) and Asset Group, Inc., a voluntary organization (“Providing Party”)(herein afterwards known as “the Parties”).

**Recitals**

The Parties recognize the vulnerability of the people and the community of Galveston as a result of the damage, injury, and loss of life and property resulting from Hurricane Ike and recognize that disasters and/or emergencies may present equipment and resource requirements beyond the capacity of the Requesting Party.

The Parties recognize that such mutual aid may include furnishing personnel, supplies and equipment during emergencies and/or disasters as well as during cleanup periods.

The Parties recognize that the Providing Party is a national organization which has in the past provided needed mutual aid of the type requested herein, to states, local governments and/or individuals in coping with comparable, similar emergencies or major disasters, to include similar time-sensitive and logistical challenges presented by furnishing personnel, supplies and equipment during emergency and/or disaster conditions, as well as during cleanup periods.

The Requesting Party and the Providing Party 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 emergency, so as to meet the immediate threat to life and public safety posed by the lack of an adequate facility to provide mass care and shelter.

The Parties wish to make suitable arrangements for furnishing mutual aid in coping with this emergency and/or disaster and are so authorized and make this Agreement pursuant to Chapter 418 of the Texas Government Code, Executive Order of the Governor of the State of Texas, RP 12, dated April 12, 2002 and consistent with 42 U.S.C. 5121-5206 and 44 C.F.R. §§204 and 206.

The Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, provide that adequate equipment is available, and help ensure that mutual aid is accomplished in the minimum time possible and desire to enter

into an agreement to provide mutual aid consistent with pre-event mutual aid plans previously developed.

NOW, THEREFORE, the Parties agree as follows:

### **Terms**

1. Recitals. The recitals set forth above are true and correct.
2. Party's Emergency Management Plan. The Requesting Party shall prepare and keep current an emergency management plan to provide for emergency/disaster mitigation, preparedness, response and recovery. 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.
3. Emergency Management Director. The Requesting Party's Mayor shall serve as the Emergency Management Director for the City and may designate an Emergency Management Coordinator who shall serve as an assistant to the presiding officer of the political subdivision for emergency management purposes.
4. Upon Request. Upon request of the Emergency Management Director or the designated Emergency Management Coordinator, the Providing Party hereto shall furnish mutual aid in coping with an emergency and/or disaster and the forces necessary to provide such mutual aid to the Requesting Party subject to the terms of this Agreement.
5. Conditions. Any furnishing of resources under this Agreement, which includes but is not limited to equipment, supplies, and personnel, is subject to the following conditions:
  - a. This request for aid shall specify the amount and type of resources being requested from September 26, 2008 through October 26, 2008, as contained in the Appendix (a copy of which is attached and incorporated for all purposes);
  - b. Shall include dispatching or mobilization of the resources to the location known as the Alamo Elementary school playground, 5200 Ave. N 1/2, , September 26, 2008 through October 26, 2008, and the demobilization of such resources after which those such resources are requested;
  - b. The Party providing aid shall take such action as is necessary to provide and make available the resources requested, and such aid provided must be directly related to the Presidentially-declared disaster or emergency which triggered the Requesting Party's request for mutual aid assistance; and,

- c. The Party providing aid shall report to the Requesting Party's designated shelter Coordinator, in this case, the American Red Cross, at the location to which the resources are dispatched and shall be subject to any existing shelter and mass care ; and
  - d. The Party providing aid shall be released by the Requesting Party when the services of the Party providing aid are no longer required.
6. Responsibilities for Processing Requests for Payment of Mutual Aid Provided. The Requesting Party will act as the applicant for any potential reimbursement of mutual aid costs incurred under this Agreement. Application for requesting such reimbursement shall be through the State of Texas Office of Emergency Management, Regional Liaison Officer (RLO). The Providing Party will timely furnish any requested information regarding billing, costs, reasonableness of costs and expenditures, documentation or accountability requested by the Requesting Party, the RLO or as part of any grant application for cost reimbursement.
7. Declaration of Disaster. The obligations to provide mutual aid assistance under this Agreement shall apply in the event of a declaration of a Presidentially-declared emergency or major disaster and upon request of the Requesting Party to the Providing Party for directly-related care.
8. Waiver of Claims Against Parties. 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 or employee of another Party.
9. Costs. A Party providing aid may be reimbursed by the requesting Party for reasonable costs incurred pursuant to this Agreement in furnishing mutual aid. Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits and worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. All wage and disability payments, except for the payments the requesting Party is required to pay under the Interlocal Cooperation Act, pension payments, damage to equipment and clothing, medical expenses, and expenses of travel, food, and lodging shall be paid by the Party in which the employee in question is regularly employed.
10. Equipment and Personnel. All equipment used by the Party providing aid under this Agreement will, during the time the aid is being furnished, be owned, leased, or rented by it and shall be used in the performance of eligible work of the Party providing aid. All personnel acting for the Party providing aid under this Agreement, will, during the time the aid is being furnished, be paid by the Party providing aid. At all times while equipment and personnel of a Party providing aid 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. ~~In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.~~

11. Immunity Retained. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of its execution of this Agreement and the performance of the covenants contained herein.

~~12. Expending Funds. Each Party which 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. 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.

14. 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.

15. Entirety. This Agreement contains all commitments and agreements of the Parties as to mutual aid to be rendered during or in connection with an emergency and/or disaster. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Notwithstanding the preceding sentence, it is understood and agreed that certain signatory Parties may have heretofore contracted or hereafter contract with each other for mutual aid in emergency and/or disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract.

16. Ratification. Each Party hereby ratifies the actions of its personnel taken prior to the date of this Agreement.

17. Other Mutual Aid Agreements. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

18. 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.

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.

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

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 who may directly or indirectly benefit from any such aid or assistance provided.

22. Warrant. The Agreement has been officially authorized by the governing body of the Requesting Party hereto. Each signatory to this Agreement guarantees and warrants that the signatory has full authority to request and provide assistance, to execute this Agreement and to legally bind the respective Party to this Agreement.

24. 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 lie exclusively in Galveston County, Texas.

~~25. Emergency Assistance. Notwithstanding the provisions herein, the Requesting Party may provide emergency assistance to another local government as provided in Section 791.027 of the Texas Government Code.~~

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

**City of Galveston, Texas:**

\_\_\_\_\_  
Steve LeBlanc,  
City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Asset Group, Inc.:**

\_\_\_\_\_  
Jennifer P. Fogg  
CPF, M. SAME, President,  
Asset Group, Inc.

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title